

Addendum A – Producer No Chargeback Agreement

This Addendum to the Agent Agreement, hereby referred to as the “Addendum” or “Addendum to the Agent Agreement” is entered into as of this _____ day of _____, _____ (the “Effective Date”), by and between Veritas Global Protection Services, INC, herein also referred to as “the Company” and/or “the Administrator” and _____, a _____ (entity type), organized under the laws of the State of _____, herein after referred to as the “Producer”, to amend certain provisions of the Agent Agreement (the “Agreement”) signed by and between the Company and the Producer.

WHEREAS it is in the interest of the Company to make accounting procedures and processes simple and alleviate risks to its sales and channel partners;

WHEREAS the Producer wishes to engage in a program that will alleviate concerns about commission chargebacks;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Addendum, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to add, amend, and supplant the Agreement as follows:

1. Compensation:

The Company shall amend provision 2, “Compensation” to the Agreement to state:

The commission shall be stated on Exhibit B of the Agreement, or increased or decreased in writing by the Producer;

The Producer shall be due commission on all contracts that have been funded by the Company by the dealer, lender, customer, or a premium finance company. Commission shall be due and owing on a monthly or bimonthly basis; for all the contracts funded one month or one cycle, the commissions shall be due and owing on the 20th or 5th of the following month or cycle;

The Company shall pay to the Producer eighty-five (85) percent of the commission due on Exhibit B of the Agreement, or the other amount as specified in writing, upon receipt of funding from the dealer, lender, customer, or premium finance company, in the disbursement manner as stated in the previous paragraph.

The remaining fifteen (15) percent shall be placed into an account, to be maintained by the Company to cover all pro-rata commission returns that may arise due to cancellations of service contracts, and other F&I products sold by Producer.

In the event this amount is exhausted, or becomes negative, meaning there are no more returned commission amounts than there are in the reserve, the Company shall reserve the right to raise the reserve imposed on Producer commissions to cover the shortage, until such amounts have been satisfactorily repaid to the Company.

In exchange for the establishment of this fund, the Company shall not charge back cancellations or pro-rata return commissions against the monthly commissions disbursed to the Producer in cash, wire, check, or other cash-related disbursement method.

The commissions due the Producer shall be added into the rates furnished to the Producer by the Company. The amount shall be paid and disbursed into the reserve on a per contract basis, which shall be outlined in Exhibit B of the Agreement.

This amount may change at any time, upon 30-days notice of the Company to the Producer.

Agent shall sell a minimum of 10 (ten) Vehicle Service Contracts and/or 25 (twenty-five) other F&I products per month in order to maintain this agreement. In the event Agent sells less than the preceding requirements during a ninety-day (90) period, Agent shall be liable for any and all chargebacks incurred during that period, and anytime thereafter when Agent does not meet this production minimum.

IN WITNESS WHEREOF, the Parties have executed this Addendum to the Agreement as of the date first above written.

“The Company”

Veritas Global Protection Services, INC

Name: _____

Position: _____

Date: _____

“The Producer”

Name: _____

Position: _____

Date: _____