



Veritas Global Protection Dealership Partnership Program

Letter from the President

Dear Prospective Dealer:

We thank you for considering Veritas Global Protection as your service contract partner! Veritas is committed to offering the best protection plans at the best prices, world-class customer service, and partner support services. We look forward to having you join our professional team and look forward to a prosperous and profitable partnership! In this information package, we have the following pages to help you get introduced to our company:

Please review all the materials enclosed. Your account manager is always available to answer any questions you might have about our program.

We look forward to working with you and are excited for you to experience the Veritas Difference!

Signed,

Elijah Norton

*Elijah Norton
Executive Chairman and President
Veritas Global Protection Services, INC*



Dealer Partner Information Page

Business Name: _____

What state are you incorporated in: _____

-- or -- First and Last Name: _____

FEIN (or SSN if individual): _____

Phone Number: _____ Fax: _____

Address: _____

City: _____ State: _____ ZIP: _____

Dealership Type: Independent _____ Franchise _____

Website: _____

Dealer License Number (If Applicable): _____

Business Entity Type: _____

E-Contracting System Information Page

We utilize most innovative e-contracting systems in the entire industry! Our innovative e-contracting system allows you to bind contracts, ancillary products, check on claims, view commissions, and manage remittance amounts right from our convenient portal. Further, unlike many of our competitors, our e-contracting system allows you to access it on multiple browsers **and devices—including a computer, iPad, Android tablet, iPhone, or Android phone!**

Our e-contracting system can be used beyond the F&I office—it can even be used in the service bay!

On the lines below, please list the number of users on the lines below and select which type of user they are:

USER'S NAME	USER'S EMAIL ADDRESS	ADMIN ACCESS
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

Date: _____

Shareholder and Management Information Page

Please list the shareholders, members, managers, directors, etc., of the company (please attach additional paper if needed):

FIRST NAME	LAST NAME	POSITION	OWNERSHIP/PERCENTAGE OF SHARES

I _____ hereby agree that all of the information provided on the "DEALER PARTNER INFORMATION" page is correct and accurate, and that all of the information has been verified and agreed to be disclosed by each and every individual who would need to disclose the information on the page. Furthermore, I hereby agree and affirm that I am an authorized individual to sign on behalf of the entity. I understand and agree that if it is found that any of the information on the form is intentionally false, I may be held civilly and criminally liable as an individual and may be prosecuted to the fullest extent of the law.

Signature: _____ Date: _____

Print Name: _____

PRODUCTS PAGE

Please place a check next to the products you wish to offer:

Veritas Global Protection Service Contracts

- Veritas Guard
- Veritas Simplicity
- Veritas EV (Electric Vehicle)
- Veritas Exotic
- Veritas Essentials
- Veritas WRAP (Franchise Dealers)
- Veritas Rec (RV Program)
- Veritas Sport (Powersports)

Ancillary Products

- Tire & Wheel Auto
- Ancillary Auto (Includes ALL - Tire & Wheel, Cosmetic Wheel, Paintless Dent Repair, Key Fob Replacement, Windshield Repair, and Roadside Assistance)
- VanGuard Payment Protection
- Theft/ETCH
- Theft/GPS
- Chemical
- Tire & Wheel RV
- Tire & Wheel Powersports

*Dealers who want to sell Veritas GAP need to fill out a separate agreement. Please contact client support for the necessary forms.

POINT OF CONTACT INFORMATION PAGE

Accounting Office Point of Contact Name: _____

Position: _____ Phone Number: _____

E-Mail: _____

Address: _____

City: _____ State: _____ Zip: _____

Sales/Finance Manager Point of Contact Name: _____

Position: _____ Phone Number: _____

E-Mail: _____

Address: _____

City: _____ State: _____ Zip: _____

Executive/Management Point of Contact Name: _____

Position: _____ Phone Number: _____

E-Mail: _____

Address: _____

City: _____ State: _____ Zip: _____

DEALER AGREEMENT – SERVICE CONTRACTS

This Dealer Agreement (the “**Agreement**”) is entered into as of this _____ day of _____, _____ (the “**Effective Date**”), by and between Veritas Global Protection Services, INC, herein also referred to “the **Company**” and/or, “the **Administrator**”, and _____, a _____ (entity type), organized under the laws of _____, herein after referred to as the “**Dealer**”.

WHEREAS the **Company** is engaged in the administration of certain service contract programs (the “**Programs**”) for eligible vehicles sold by certain automobile dealers (“**Dealers**”);

WHEREAS Dealer is capable of procuring agreements (“**Contracts**”) and is in the business of offering service contracts and other products to Dealers and their Customers;

WHEREAS the Dealer desires to offer the Administrator's service contract and ancillary products for new and used vehicles/craft to its Customers;

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

1. DEFINITIONS:

The following terms that shall be used throughout this contract shall be defined herein as follows:

- A. The term “Contract” and “Contracts” shall refer to the Service Contracts offered and provided to the Dealer by Veritas Global Protection Services, INC;
- B. The term “Program” and “Programs” shall refer to any Service Contract Program offered to and/or provided to the Dealer by Veritas Global Protection Services, INC.
- C. The term “Purchaser” and/or “Customer” refers to the Dealer's customers or a proper recipient of a Contract and/or user of any Program;
- D. The term “Vehicles” shall include any and all motor vehicles whereby the Company offers its Program for coverage, examples shall include but not be limited to Automobiles, Motorcycles, and Recreational Vehicles (RVs);
- E. The term “Craft” shall include all non-motor vehicles whereby the Company offers its Program for coverage, examples shall include but not be limited to Personal Watercraft, Snowmobiles, and All Terrain Vehicles (ATV's);
- F. The term “Lender” shall include the bank, credit union, premium finance company, or other entity that has loaned the money to the Dealer or the Company to finance the cost of the Contract.

2. DUTIES:

The Company's duties under this Agreement shall be as follows:

- A. To ensure that all Programs are insured by an AM Best “A” rated carrier. In the event of a change or cancellation in a Program carrier, the Company will notify Dealer within seven (7) days of notice of any such change, but in no event less than ninety (90) days prior to such change, when applicable;
- B. To provide all Program administration functions, including but not limited to claim adjudication and payment of claims, in accordance with directives determined in the sole discretion of the Program insurer or obligor; and
- C. To provide Dealer with Program forms, promotional materials, rates and other materials needed to properly explain to customers the products and services that the Company offers;
- D. To provide Dealer with a platform whereby the Dealer can offer the Company's Programs to its prospective

customers;

- E. To grant Dealer the authority to issue Contracts pursuant to its underwriting guidelines and terms set herein;
- F. To grant Dealer the authority to issue and sell the various ancillary products that the Company offers either directly or as a Master General Agent for a third party Company;
- G. The Company shall pay to Dealer the average metropolitan labor rate for all work performed on contracts sold by Dealer at Dealer, or Dealer's designated affiliate. If Dealer and Company have agreed upon a standard labor rate, part allowance, or labor hour allowance, it shall supersede this section of the Agreement, and shall be agreed upon by an Addendum to this Agreement.
- H. Where the Dealer does not directly collect commission, and the commission is included in the rates as an overfund to the Dealer, the Company agrees to pay the Dealer commission equal to the amount of the retail price of the Contract less the Administrator Cost as set forth in the Dealer Net Price Schedule in consideration of the services rendered by the Dealer. Dealer may retain its commissions from each sale before remitting the Administrator Cost to the Company. Commissions shall be payable by Administrator only one time per Contract;
- I. The Company shall assist Customers in receiving benefits provided under the terms of the Contract, in accordance the Administrator's then current guidelines. This includes the handling of customer service inquiries, cancellations, claims, and claims adjustment expenses, included but not limited to inspections and/or legal fees that may arise out of disputes arising from the Contract.
- J. Dealer acknowledges that the Administrator assumes no obligation for the workmanship, quality of repairs, or replacement of parts; nor for any bodily injury or property damage caused directly or indirectly by mechanical failure or malfunction, or any other cause, of a vehicle/craft of any part thereof.

Dealer hereby agrees to the following terms and/or shall have the following duties under this Agreement:

- A. Dealer agrees to use the best efforts to provide Contracts on eligible vehicles/craft to Customers and shall do so only on forms which have been approved and distributed by the Administrator and/or the Administrator's agents during the term of this Agreement. Each approved Contract shall be sold or issued only for a qualified or eligible vehicle, as defined in the Company's rate card and classification guide ("Class Guide") that the Company and/or its Agent shall furnish to the Dealer. The Dealer shall not, under any circumstance, make any representation or alteration contrary to the provisions contained in the Company's Contract Forms.
- B. Dealer agrees to comply with the underwriting, claims, and other guidelines issued by the Company from time to time on forms supplied by the Company and or its authorized representatives. Such guidelines will determine which vehicle/craft are eligible for use in the Program. The Company may at any time revise its Program guidelines including but not limited to coverages, rules, fees, or other aspects of the Program. The Company shall not be obligated to perform administrative services with respect to any Contracts or Products sold or issued by Dealer on a form which has not been approved by Administrator or the use of which has been discontinued by Administrator or is otherwise sold or issued in violation of this Agreement.
- C. All vehicles sold by Dealer shall be in good mechanical working condition at the time of sale. Dealer shall take all reasonable and prudent methods to ensure the vehicle is in good working condition prior to selling a Contract on the vehicle. In the event a claim is filed and the Company determines that Dealer did not properly inspect and/or repair the vehicle prior to or at the time of sale, the Dealer shall be responsible for any and all claims arising out of the failure of the Dealer to properly inspect and/or repair the vehicle.
- D. Dealer agrees that the Program and Products were developed by the Company and that Dealer is authorized to use the trade names, promotional materials, Contract and agreement forms and proprietary procedures associated herewith only during the term of this Agreement. Upon termination of this Agreement, Dealer shall return all such materials, Contracts, and other agreements to the Company and shall immediately discontinue using the Company's trade names, promotional materials, and other proprietary procedures.
- E. Dealer agrees the Company shall have the right to decline a Contract or if the vehicle/craft as represented on the Customer's application does not comply with the underwriting, claims, or other guidelines issued to the Dealer. Should the Company decline a Customer's Application, Dealer agrees to either correct the error which caused the declination and resubmit such application to the Company, or if Contract cannot be corrected, to refund to Customer any and all monies tendered with respect to such Contract. Should the Company determine, through the underwriting process that the vehicle/craft is ineligible for the Contract the Company may void or cancel the Contract within ninety (90) days of the date of purchase, unless specific state provisions require a shorter cancellation period, in which case those state statutes or administrative regulations shall apply. The Company shall have the right to void any Contract at any time if the Customer conceals or misrepresents a material fact or circumstance relating to a Contract from the Dealer and/or the Company.
- F. Dealer shall be obligated to transmit, no less often than monthly, to the Company on forms supplied by the

Company or its authorized representatives through electronic means as instructed by the Company, or other means as instructed by the Company: Transmittal forms, completed Applications, and appropriate monies which are due the Company for Contracts. Failure to submit the above to the Company or its authorized representative within thirty (30) days of inception date may result in denial of services and/or coverage to Customer. Should Dealer fail to submit new Contract within 30 days of inception date, Dealer will be liable for all claims to be paid to Customer until documents and monies are received by the Company. If Company does not receive new documents and/or monies within sixty (60) days of inception date, Dealer will be subject to a \$75.00 fine, payable to the Company upon notice of such fine, per application. If the Company does not receive Contract and/or appropriate monies by 60 days after Contract's inception date, the Company shall have the right to decline coverage under Contract and shall have the right to order Dealer return all monies to the Customer.

- G. Dealer agrees that eligible Vehicles/Craft include only those Vehicles/Craft that qualify per the Company's guidelines and are in sound mechanical condition at the time of sale. Dealer agrees to change Vehicle/Craft engine oil and oil filter and replenish all fluid levels prior to delivering a covered used Vehicle/Craft to a Customer. Any misrepresentation or concealment of a material fact by Dealer for the purpose of securing a Contract validation shall eliminate the Company's responsibility regarding such Contract, and Dealer shall be responsible for all liabilities to Customer under new Contract. The Company shall also reserve the right to cancel the Contract in the event of a material misrepresentation or concealment by Dealer and deny any coverage whatsoever.
- H. Dealer shall be obligated to refund Dealer's commission to any Lender which has financed the purchase price of any Contract, on a pro-rata basis, or in full if cancelled within the thirty (30) day review period (or longer if mandated by state statute or administrative rule), in the event of a cancellation of a Contract at the Customer's request. The Dealer also agrees to refund Dealer's commission to any Lender which has financed the purchase price of any Contract, on a pro-rata basis, or in full if cancelled within the thirty (30) day review period (or longer if mandated by state statute or administrative rule), in the event of a cancellation of a Contract at the Lender's request due to a total loss, repossession of the Vehicle/Craft, default of repayment obligations to the Lender by the Customer, or any other valid request by the Lender. In the event of a cancellation of a Contract that was not financed or if the Customer has fully repaid the Lender, Dealer further agrees to return its commission to the Customer in the amount calculated by the Company pursuant to the terms of such Contract or Agreement. In the event Dealer's Commission was funded to Dealer by the Company, the amount shall be included in the refund that the Company shall forward to the Dealer. In the event the Dealer's Commission was first paid to the Dealer and then funds were remitted to the Company, the Dealer shall include its Commission in the refund disbursement back to the Customer. The Company shall disburse all refunds back to the Dealer, unless the Company has deemed, in its sole discretion, that the Dealer is financially insolvent or impaired, in which case the refund shall be disbursed back to the Customer or the Lender if the contract is still financed. In the event that the Company disburses a refund back to the Customer or Lender due to the Company deeming that the Dealer is financially insolvent or impaired, and the Dealer has collected a commission and then remitted the net cost to the Company, the Dealer shall still be responsible for refunding its share of commission back to the Lender, in the event the Customer is still making payments to the Lender, or to the Customer directly if the Lender has been fully repaid or if the Customer has purchased the Contract directly.
- I. Dealer agrees to permit the Company or its authorized representatives upon reasonable notice and during normal business hours, to enter Dealer's place of business to inspect and examine all records relative to the issuance of Contracts which are the subject matter of this Agreement until one (1) year following the expiration of such Contracts for the purpose of review and audit.
- J. Dealer agrees to follow the Company's procedures prior to (i.) repairing all covered mechanical failures or service work under any Contract in the Company's Program.
- K. Dealer agrees, in its capacity, as a qualified repair facility, to (i.) repair or replace any covered part(s) due to mechanical failure; or arrange to provide for covered repairs in accordance with any Contract issued.
- L. Dealer shall be obligated to inform the Company and file a formal claim with the Company before initiating any covered repair, replacement, or scheduled maintenance of all circumstances or conditions, including but not limited to, Customer's neglect, abuse, failure to perform required services, alteration of Vehicle/Craft, or any other event, occurrence, damage, or negligence that may exclude coverage of any Contract issued.
- M. In the event that Company is not open, or for some extenuating reason Dealer cannot contact Administrator during a time when a claim is needing approval, in accordance with the terms and conditions of the Contract, to submit to the Company any claims for reimbursement within thirty (30) days after the completion of repairs for Contracts, unless the Contract establishes a shorter timeframe. Dealer further agrees not to submit to the Company for reimbursement, any claims for: (i.) repairs or expenses not covered under the Contract, (ii.) repairs

or expenses resulting from Dealer's failure to perform in a good and workmanlike manner, (iii.) repairs to correct conditions existing, or which may reasonably be assumed to have existed, at the time the covered Vehicle/Craft was sold, and (iv.) repairs or expenses that are also covered by a Manufacturer's Warranty or recall, a dealer's or repair facility's guarantee, or similar coverage or warranty not administered or offered by the Company. Dealer agrees that any improper claim submission may be rejected by the Company, and such claim will be solely the responsibility of the Dealer or the Customer.

- N. Dealer shall be obligated to unconditionally guarantee all services, repairs, and materials as supplied by Dealers against faulty workmanship and/or defective materials under normal use for a minimum of ninety (90) days or four thousand (4,000) miles, whichever shall occur first, as applicable, from the date repairs are completed and Vehicle/Craft returned to Customer.
- O. Dealer shall be obligated to hold harmless, indemnify, and defend the Company against all claims, liability, damage, costs, and expenses (including attorney's fees) caused by an act or omission of Dealer and/or Dealer's agents, employees, officers, representatives and/or contractors related to any Contract which is not reported to the Company per the terms of this Agreement, or which are the result of any negligent, fraudulent, or intentional act of Dealer or Dealer's agents, employees, officers, or representatives and/or contractors, including but not limited to, failure to follow the Company's underwriting or procedural guidelines.
- P. Except to advertise that it offers the Company's Program and display sample Contracts on its web site, Dealer agrees that Dealer is prohibited from using any website, or the internet, to advertise, promote, sell, or in any manner use the Company's name without approval from the Company or its authorized representatives.
- Q. Dealer shall be obligated to comply with any state, federal, or local consumer protection laws, and/or any other statute, regulation, rule or law related to the sale of Service Contracts or any other Programs offered to Customers including, but not limited to, obtaining any required licenses mandated by any state, federal, or local government in relation to the sale or offering of Service Contracts. In states where Dealer is required to be the Obligor/Provider, Dealer shall be obligated to obtain proper licensing from the proper authority in the state whereby an Obligor/Provider license is required of the Dealer to offer the Company's Program.
- R. Dealer shall be obligated to monitor Dealer's own submissions to ensure that no fraudulent, misrepresented, or concealed Contracts or claims are submitted to the Company. Dealer acknowledges that the Company will investigate and prosecute any and all fraud, misrepresentation, and concealment, whether it concerns Contract enrollments or the claims process to the fullest extent of the law.
- S. Dealer shall be obligated to only offer the Company's programs for sale in the Territory that the Company permits the Dealer to offer the Company's Program.
- T. Dealer shall be obligated to collect and remit all applicable taxes to the appropriate governmental agency. It is agreed that the Company is not responsible for collecting, remitting, and/or filing any taxes associated with the sale of Service Contracts or other Programs, except whereby a state or local statute or regulation requires that the Company directly remit taxes on the Dealer's behalf. Dealer agrees to hold harmless, indemnify, and defend the Company for any breach of this section;

3. COMPENSATION:

The Dealer shall owe to the Company, a "Net Cost", or "Dealer Cost" which shall be determined by a rate card supplied to the Dealer by the Company or its authorized representative. Based on what the Dealer has indicated to the Company in writing either via electronic message, written correspondence, or on the Application Page of the Veritas Global Dealer Package, the Company shall, in its e-contracting system, add an amount, herein referred to as a "Markup" to the Net Cost of the Contract, which shall be known as a Suggested Retail Cost. The Dealer shall, unless state law prohibits, sell to the Customer the Contract at an amount not to be less than the Net Cost. This amount shall herein be referred to as the Retail Cost. The Dealer's commission shall be equivalent to the difference between the Retail Cost less the Net Cost. The Dealer shall remit the Net Cost to the company within 60 days of the remittance or transmittal of the Contract to the Company. Any contracts whereby the Net Cost has not been received by the Company within 60 days shall be subject to cancellation or a late fee of 5% per day that payment is not received by the Company. Any amounts that are returned as unpaid by the Company's bank shall be assessed a \$35.00 returned payment fee plus any late charges that may apply. Dealer shall be responsible for all refunds and returns of premium to the Customer as outlined in this Agreement. In the event that the Dealer shall collect an additional commission through an Overfund, the Company shall increase its Net Cost to the dealer by the amount that the Dealer requests for the Overfund. The Company shall then owe to the Dealer the amount of the Overfund for all contracts whereby money is received by the Company, which shall hereby also be referred to as "funding", from the Dealer, Lender, Premium Finance Company, or Customer directly to the Company, in one month, on the following month no later than the 20th day of the following month. For example, if Company receives funding for a contact on January 30th of a month,

commission shall be paid to the Dealer on or before the 20th of February. In the event the Company, in the preceding example, were to receive funding on the 1st of February, the Company shall not owe the Dealer commission on such Contract until on or before the 20th of March. The Company may change this commission payment policy at any time with a 30 day's written notice to the Dealer. Receipt of Monies shall be defined as the date in which the Company receives funding on a Contract and successfully negotiates whichever instrument sent by the Dealer, Lender, Premium Finance Company, or Customer by depositing the instrument into the Company's bank account or receiving an ACH or wire transfer payment and the Company successfully collects funds. In the event that the Dealer is receiving an Overfund, the Dealer shall be fully responsible for returning any amounts on a pro-rata basis for cancellations. Cancellation amounts shall be calculated by taking the amount of Overfund paid to the Dealer and dividing it by the term and mileage of the Contract. This amount shall be the amount earned per month and earned per mile. The amount earned per month shall then be multiplied by the time the Contract has been in force. The amount earned per mile shall then also be multiplied by the mileage that the vehicle has been driven from the time of the purchase of the Contract until the time of cancellation of the Contract. Whichever amount is greater shall then be subtracted from the gross amount of the Overfund per Contract paid. The resulting figure shall equal the amount of returned Overfund owed to the Company by the Dealer. Any amounts due the Company in the form of cancellations by the Dealer shall be subtracted from any new business due to the Dealer. In the event the dollar amounts of cancellations exceed the dollar amounts of new business, the Dealer shall owe, within 30 days the difference due to the Company. In the event the Dealer fails to repay the Company any amounts due, the Company shall assess a 10% penalty per month for any past-due amounts. The Company shall also be entitled to take legal action against the Dealer to recover any monies due, including sending the amount due for collections and/or seeking a judgement of any amounts due, which shall include levying of assets. In the event the Dealer is insolvent, bankrupt, out of business, or unable to pay any amounts due, the Dealer's principals shall personally guarantee any amounts due. The Company shall then be able to collect any amounts due from the principals of the dealer directly and shall be able to seek collection from the principals through the following methods: sending amounts due to collections, levying of assets, garnishment of wages, or the seeking of a judgement against the principals.

4. TERM:

Unless otherwise terminated pursuant to Section 6 of this Agreement, this Agreement shall run for a period of one (1) year commencing on the Effective Date. This Agreement shall automatically renew for successive periods of one (1) year thereafter unless and until either party gives written notice to the other of its intent to not renew this Agreement, at least ninety (90) days prior to the end of the then-current term.

5. NOTICES:

All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing unless otherwise provided for in this Agreement. Such notices will be deemed to have been given on the date of personal delivery or of deposit in the United States mail postage prepaid by registered or certified mail, return receipt requested, and if addressed as follows:

If to the Company:

Veritas Global Protection Services, INC
3550 N. Central Avenue, Suite 800
Phoenix, AZ 85012
Attn: Elijah Norton

If to Dealer:

Attn: _____

6. TERMINATION:

Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other of such termination.

In addition, this Agreement may be terminated by either party immediately upon the occurrence of any of the following events:

- A. A breach of any provision of this agreement;
- B. The commission of any illegal activity by the Dealer, as it pertains to this Agreement, the offering of Service

- Contracts, or any other activity engaged in by the dealer as it pertains or does not pertain to this Agreement;
- C. The conviction of any shareholder, officer, executive, manager, or principal of the Dealer for the commission of a white-collar crime.
 - D. The bringing of charges, lawsuit, or any complaint against the Dealer or any of its shareholders, officers, executives, managers, or principals of any consumer protection action or lawsuit by a state attorney general, the federal trade commission, or any other governmental regulation authority.
 - E. The assignment of any rights or the delegation of any duties under this Agreement without the express written consent of the other party;
 - F. The filing of a voluntary petition in bankruptcy or the execution by either party of an assignment for the benefit of creditors; or
 - G. The breach of any provision contained herein; provided, however, that the breaching party will be provided written notice of the breach and fifteen (15) days to correct such breach.
 - H. The deeming of the Dealer, in the Company's sole discretion, as being financially insolvent or impaired, whereby such financial insolvency or impairment could pose a risk to the Company;
 - I. Any fraud, misrepresentation, or concealment by the Dealer in connection with the offering of the Company's Program;
 - J. Any activity that could pose a risk to the Company's reputation, the Company itself, or pose potential financial harm to the Company, as deemed in the Company's sole discretion.

The Company may terminate this Agreement immediately if any Program insurer or obligor requests Dealer's termination.

Dealer or Company may terminate this Agreement immediately if the Company's authority to provide administrative services is revoked by any Program insurer or obligor, or state, federal, or local regulatory authority.

In addition, all costs, expenses and expenditures incurred by the Company in enforcing this Agreement as a result of any default or breach by Dealer, including, without limitation, collection fees and reasonable attorney's fees, will be paid by Dealer.

7. REPRESENTATIONS AND WARRANTIES:

The Company hereby represents and warrants the following:

- A. That the Programs are at all times approved for sale in the Territory, and that such approval shall be maintained during the term of this Agreement and the term of any Vehicle Service Contract ("VSC")
- B. That the Company has received the authority from the applicable Program insurer or obligor to provide the administration services specified in this Agreement and in any VSC; and
- C. That the Company is permitted and/or licensed within the Territory to provide the administrative services specified in this Agreement and in any VSC, and that such licensure shall be maintained during the term of this Agreement and during the term of any VSC.

Dealer hereby represents and warrants that Dealer, including its personnel and employees, will comply with all laws and administrative regulations that may govern the conduct of Dealer within the Territory, including but not limited to requirements concerning licensure. This provision shall at all times extend to Sub-Dealers, the identity of which shall be disclosed to the Company upon request.

8. INDEMNIFICATION:

The Company hereby agrees to indemnify, hold harmless, and pay on behalf of Dealer any sums which Dealer shall become legally obligated to pay as damages, fines or judgments and defend Dealer against causes of action which directly arise from or are caused by: (i) the wrongful or negligent acts or omissions of the Company, its directors, officers, or employees; and (ii) "per se" actions brought in connection with the Program(s) and obligations pertaining thereto. Dealer hereby agrees to indemnify, hold harmless, and pay on behalf of the Company and its directors, officers and employees, any sums which any of them shall become legally obligated to pay as damages, fines or judgments and defend them against causes of action which directly arise from or are caused by the wrongful or negligent acts or omissions of Dealer, its directors, officers, employees or third parties. Such wrongful acts include, but are not limited to, any material misrepresentations made by Dealer concerning the Programs. The party seeking indemnification pursuant to this Section 8 shall have the right, at its own expense, to participate in the defense of any action, claim, or proceeding for which it is indemnified and which has been assumed in this obligation of indemnity hereunder. The Company shall have the right to control the defense, consent to judgment, or agree to settle any such action, claim, or proceeding without the prior written consent of Dealer or the party from whom such indemnification is sought. The provisions of this section will survive the termination of this Agreement. All rights and remedies of the parties hereunder shall be cumulative and in addition to all right and remedies available to such parties at law or in equity.

9. CONFIDENTIALITY OF RATES:

Dealer acknowledges that Dealer gent will be given access to certain rating data and information only made

available to Dealers. Dealer agrees not to provide or utilize the Rating Data to any other vendors. In the event Dealer breaches this provision, this Agreement shall be terminated immediately and Dealer shall be held liable for any and all damages arising out of the unauthorized sharing of information.

10. REPORTS AND RECORDS:

Dealer will render such reports and keep such records and business accounts as the Company may reasonably request. The Company shall provide monthly statements of accounts and payable amounts due to Dealer (the "**Monthly Statement**"). Dealer shall immediately notify the Company of any discrepancies in the Monthly Statement and provide additional documentation, if requested, to correct such discrepancies. Any discrepancies not reported to the Company within thirty (30) days shall be deemed as resolved and the Company shall not be obligated to correct such discrepancies after thirty (30) days.

11. INDEPENDENT CONTRACTOR:

The parties intend that an independent contractor relationship will be created by this Agreement and that nothing contained herein shall be construed to create a relationship of employer/employee, partnership, or joint ventures between the Company and Dealer.

Notwithstanding the above, the Company may, from time to time, prescribe rules and regulations regarding eligibility requirements or other matters relating to the Program.

12. AUTHORITY OF DEALER:

Dealer shall have no authority to act on behalf of the Company, or the insurer or obligor of any Program, other than that expressly granted in this Agreement. The Company's failure or delay to insist upon compliance by Dealer with the terms of this Agreement shall not be construed as, or constitute, a waiver of any of the terms of this Agreement. Dealer is not authorized to:

- A. Alter, waive or modify any of the terms and conditions of any Program without the express written consent of the Company; and
- B. Alter, waive or modify any rules or regulations promulgated by the Company, or the insurer or obligor of any Program without the express written consent of the Company.

13. ASSIGNMENT:

Dealer may not assign this Agreement, any interest herein, or any benefits occurring hereunder (an "**Assignment**"), without prior written consent of the Company. Such consent shall not be unreasonably withheld. Failure to provide to Dealer consent or denial to an Assignment within thirty (30) days of receipt of notice of such Assignment shall be deemed acceptance by the Company.

The Company may assign this Agreement, any interest herein, or any benefits occurring hereunder at any time, without the prior written consent of Dealer. The Company shall provide notice to Dealer of such an assignment. This Agreement shall be binding upon the parties, their heirs, successors, legal representatives, executors, administrators, personal representatives, or permitted assigns.

14. GOVERNING LAW; VENUE:

This Agreement shall be interpreted in accordance with the laws of the State of Arizona.

The parties agree that any dispute between them arising out of, concerning, or in any way relating to this Agreement shall be submitted to a court of competent jurisdiction in Arizona or Maricopa County, Arizona. Both parties expressly agree that they are subject to the personal jurisdiction of the courts of the State of Arizona and will not contest same.

15. ENTIRE AGREEMENT; MODIFICATION:

This Agreement constitutes the entire and complete Agreement between the parties and supersedes all previous written or oral agreements between the parties and their predecessors or assignors. This Agreement may not be changed or amended, nor may any of the rights hereunder be waived, except in writing signed by both parties.

16. SEVERABILITY:

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

17. WAIVER:

The failure of any party to require strict compliance with any of the terms or conditions of this Agreement or to exercise a right of termination of this Agreement shall not constitute a waiver of such rights.

18. EXECUTION IN COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same document. The parties hereto agree that for the purposes of this Agreement, facsimile or electronic transmission of any parties' signature on said Agreement shall be accepted as



DEALER PARTNER PROGRAM

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the original thereof and shall be binding.

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

“The Company”

Veritas Global Protection Services, INC

By: _____

Title: _____

Date: _____

“The Dealer”

By: _____

Title: _____

Date: _____

DEALER OVERFUND DISBURSEMENT OPTION

Please indicate if you wish to have a Dealer Overfund disbursed to you. An overfund is when we increase our Administrator fee by the amount of your desired overfund and then disburse the money back to you. If you want the disbursement to be paid to a separate entity, please contact your representative for a special Dealer Overfund Agreement.

Dealership Name: _____ Dealer Number: _____

Agent Name: _____ Agent Number: _____

Payable Party: _____

Payable Party Address: _____

Payable Party Telephone: _____

E-Mail: _____

Relationship of payable party to dealer: _____

Please indicate the desired overfund amounts below:

Amount Per Contract: \$ _____ (OR)

Amount Per Automobile VSC: \$ _____

Amount Per Automobile VSC (Short Term): \$ _____

Amount Per Motorcycle VSC: \$ _____

Amount Per Recreational Vehicle SC: \$ _____

Please choose your preferred disbursement method:

Paper Check

Party Payable: _____

ATTN: _____

Address: _____

City: _____ State: _____ ZIP: _____

EFT

Bank: _____

Party Payable: _____

Routing Number: _____

Financial Institution Number: _____

Account Number: _____

Address on Account: _____

City: _____ State: _____ ZIP: _____

DEALER OVERFUND DISBURSEMENT OPTION (CONT.)

Affidavit of Fact and Agreement

I _____ (your name), the _____ (your position) for _____ (company's name), hereby request for overfund commission from Veritas Global Protection Services, INC, herein after referred to as the Company, to myself or my entity to be disbursed in the disbursement methods as stated above. I also hereby affirm that if I chose to have my commissions disbursed via EFT transfer, which Veritas Global Protection Services, INC is hereby authorized to disburse commissions into the checking account as stated above with that method, and I hereby affirm that I am in a position to make such a decision on behalf of my company. I understand and acknowledge that commission will be disbursed in the fashions as chosen on the above form until a written request is made by my company for it to change.

Further, I hereby understand and agree that this overfund is being paid to me in advance of a contract earning out. In the event a contract cancels, the payable party shall be responsible for returning any commission back to the Company. The payable party fully guarantees the repayment of any owed returned commissions within 90 days of notification from the company. Failure to return commission after 90 days shall result in the Company being able to collect any past due amounts through any remedies available to the company by law.

Also, I hereby affirm that I am authorized to receive overfunds on behalf of the dealer listed on the first page of this agreement and that if required I have notified the principals and owners of this arrangement. I hereby assume full liability and shall hold harmless and indemnify the Company if it is discovered that I have been receiving this overfund without the consent of the dealers managing principals.

Signed,

_____ Date: _____

Print Name: _____

Position: _____