

XPERT Collection Agency, LLC

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Collection Service Agreement

XPERT Collection Agency, herein referred to as "AGENCY" and Contracted Company, herein referred to as "CLIENT" AGREES that the accounts placed with the AGENCY are subject to the terms and conditions of the following agreement between the said parties:

1. Collection activities will be in compliance with Federal, State, and Local Laws and regulations, and be courteous and business like consistent with the image and reputation of the CLIENT.
2. Collections made by AGENCY on clients' accounts will be deposited immediately into a trust account maintained for clients' disbursements. All collections made by AGENCY on clients' accounts will be remitted to CLIENT less AGENCY collection fee, by the 15th day of the month following the month of collections. Such statements will be descriptive i.e. (Debtors name, amount collected, amount due CLIENT, amount due AGENCY, balance of account).
3. CLIENT authorizes AGENCY to endorse and deposit in its Trust Account any and all checks, money orders, drafts, cash etc. made payable to or paid to AGENCY for CLIENT on accounts placed with AGENCY.
4. CLIENT agrees to provide AGENCY with information on all direct payments, adjustments, and disputes within a timely manner, not to exceed 30 days. If this information is not provided to the Agency per FCRA there maybe a fine for any information not provided to the Agency. The Client will be responsible for any and all fines for information not provided to the Agency.
5. The collection fee on payments made to AGENCY and direct to CLIENT on accounts placed with AGENCY will range from 18%-30% on first placements and 35% on 2nd. . The Client authorizes Agency to settle for 75% of account if this is the only way to collect the account in a timely manner. For Pre-Collect Services there is a Flat Fee of \$4 per account. AGENCY requests to add interest to your accounts, as State law provides, and retain 100% of interest collected to offset expenses and supplement lower collection fees.
6. AGENCY will not initiate any form of legal action without prior written authority from CLIENT. When legal action is authorized, CLIENT will execute a written

assignment of the account. Legal action will be brought in the name of AGENCY to further indemnify CLIENT. All legal action accounts will be charged at the rate of 45%.

7. AGENCY will be responsible for all legal fees and court costs with reference to accounts placed for collections by CLIENT. The AGENCY will not be obligated to file suit on any account referred by CLIENT. Legal fees and court costs will be retained out of first monies collected.

8. Accounts placed in error by CLIENT with AGENCY for collection may be withdrawn by CLIENT by written or verbal request. Upon receipt of such request AGENCY will cancel and return said account along with all media pertaining to said account that CLIENT may have provided. AGENCY will retain the right to commissions on paying, settlements, and insurance accounts, unless other arrangements are made with management. This article is not a provision for canceling this contract.

9. The Client authorizes the Agency after 30 days of placement to report the accounts with a credit-reporting agency. i.e.; Experian, Trans Union, Equifax.

10. In the event the debtor moves out of the area serviced by AGENCY, the AGENCY may forward account to an associated AGENCY located in debtors' area. AGENCY will remain responsible to CLIENT for all collection activity on forwarded accounts.

11. As further consideration for the receipt and handling and collection of accounts by AGENCY, and for the services rendered to CLIENT by AGENCY, the parties agree that each party will assume its own proper responsibility in connection with any claims made by a third party against CLIENT and/or AGENCY. AGENCY being an independent contractor is solely responsible for the employment, acts and omissions, control and direction of its employees. If the acts of the employees of AGENCY are the proximate cause of any action brought against CLIENT, AGENCY will assume full responsibility for the defense of said action and payment of any resulting judgment. If the acts of CLIENT or employees etc. are the proximate cause of any action brought against AGENCY by third party, then CLIENT will assume full responsibility for the defense of said action and payment of any judgment.

12. This agreement will be effective as of date shown and continue in effect until terminated as herein provided. Either party may terminate this agreement by giving the other party thirty (30) days notice by certified mail; however, CLIENT may terminate this agreement immediately in the event AGENCY violates any of the terms or provisions of this agreement. Termination or cancellation of this agreement by either party will not affect the collection enforcement or validity of any accrued obligations owing between parties. Agency will retain commissions on paying accounts, settlements accounts, insurance accounts as well as the right to recover any court costs advanced on said accounts. All accounts returned by Client request may be charged at the rate of \$5.00 each to cover set up costs.

The provisions of this agreement will override any and all contrary or conflicting provisions contained in the past or present agreements.

Their duly authorized and empowered representatives enter into this agreement by and between AGENCY and CLIENT on this day.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seal this _____ day _____, 200 _____

By: _____
XPERT Collection Agency, LLC,

By: _____
Client