

COLLECTION AGREEMENT

This agreement is entered into on this	day of	 20_	 between EXPRESS
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RECOVERY SERVICES, INC., hereafter referred to as Agency, and ______ hereafter known as Client.

Client wishes to utilize the services of Agency for collection of past due accounts. As such, Agency and Client agree as follows:

Accounts will be collected on a contingency basis. The contingency rates are as follows:

50	% Regular Accounts	<u> </u>	% Legal Accounts	<u> </u>	% Forward Accounts
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Agency is authorized by client to endorse for deposit and collections such consumer paper made payable to Client that may be received for payment.

Agency will conduct collection activities on all accounts assigned by Client in compliance with The Fair Debt Collection Practices Act and other Federal, State and local laws.

All monies collected by Agency will be held in a trust account and will be remitted to Client by the 15th day of each month following collection.

Client agrees to notify Agency of any payments received by them on any account assigned to Agency within 72 hours of receipt, to maintain compliance of the Fair Debt Collection Practices Act and the Fair Credit Reporting Act.

Client agrees to immediately notify Agency of any Bankruptcy notices received by them on any account assigned to Agency immediately upon receipt of notice.

Client agrees to cease collection efforts including telephone calls, statements and any other form of communication with customer once the account has been assigned to Agency in order to avoid potential FDCPA liability. Client further acknowledges that accounts assigned are not and will not be assigned to any other agencies for collections while they are assigned to Agency.

If Client withdraws an account or accepts payment or settlement after placement with Agency, agency reserves the right to charge Client the commission on the account. In the event that legal action is needed to recover commission due Agency by Client, Client agrees to pay reasonable attorney fees.

If an account requires Agency to retain an attorney and to file suit, all normally incurred court costs and attorney fees will be advanced by Agency with no cost to client. Client will not be billed for costs, unless client withdraws or settles an account after legal action has been initiated by the agency at which time client may be billed for court costs and attorney fees paid by Agency as well as commission on the account at the agreed upon legal contingency rate. The parties further agree that the court costs advanced by agency shall be paid first from any monies collected. Agency shall not commence legal action on any account without prior authorization from Client.

Client agrees to bear its own costs and attorney fees arising from any third party action brought against Client in conjunction to or associated with suit brought by Agency to collect the assigned debt. Client agrees to hold Agency harmless for any costs and/or attorney's fees incurred in defense of any such third party claim.

Client hereby agrees and warrants that any collection fees added prior to assignment to Agency will be done so only when specifically provided by contract. Client further represents that the collection fee will not exceed the amount charged by Agency unless otherwise specified in client's contract with debtor and that any collection fees, interest or other fees allowable through the contract will be specifically broken down and itemized when referred to Agency. Client agrees to hold Agency harmless in the event of a lawsuit arising from collection fees added by Client not in accordance with above policies. Client understands and agrees the contingency fee is charged on entire amount assigned to Agency, including any collection fees.

For valuable consideration, the undersigned does hereby assign and transfer to Express Recovery Services, Inc. any and all accounts of Client, which are now, or hereafter tendered to Agency. Said assignment is for the purpose of collection only. Agency is authorized to bring suit, forward, compromise, or adjust the account balance as it deems necessary, and take any other reasonable steps necessary to collect the accounts.

Either party can terminate this contract with thirty (30) days written notice to the other party. Upon termination, Agency shall immediately cease collection actions and return all said accounts to the Client. The accounts in which legal action has begun shall continue with Agency until completion.

Client

Agency