



## **Standard Service Agreement**

This is an Agreement (the "Agreement") dated \_\_\_\_\_, and immediately effective, by and between Recovery Solutions Group, LLC (hereinafter referred to as "Agency"), \_\_\_\_\_, and all subsidiaries (hereinafter referred to as "Client").

### **1. Engagement**

The Agency agrees to render collection services to the Client. Each account assigned to the Agency by the Client shall be deemed transferred and sent to the Agency for collection intervention and subject to the following terms, conditions, and provisions:

Therefore, in consideration of the foregoing, the engagement of business between the Agency and the Client, and the mutual agreements hereinafter set forth, the adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

### **2. Duty**

During the term of this Agreement, the Client shall transfer certain accounts to The Agency for collection. The Agency shall use reasonable effort to effect collection of accounts referred to it by the Client. Unless otherwise instructed by the Client, all collection efforts shall be conducted in The Agency's name. The Agency agrees that it shall comply with all applicable Federal, State, and local laws governing the subject matter of this Agreement, including, without limitation, provisions of the Fair Debt Collections Practices Act and applicable statutes with regard to consumer and commercial debt.

The Agency shall furnish everything required for the performance of the Collection Services, including but not limited to all materials, tools, equipment, labor, and supervisory personnel necessary to perform the Collection Services covered by this Agreement.

The Agency will not settle the Client's claim without the Client's prior written approval, who will have the absolute right to accept or reject any settlement. The Agency will notify the Client promptly of the terms of any settlement offer received by the Agency.

### **3. Payment**

Merchants will make payments directly to the Client and the Agency. The Client understands and agrees that full commissions are due and payable to the Agency for all payments made to the Client or the Agency. The Agency will remit monies in accordance with its regular remittance cycles, depending on when payment is received from the merchant. The remittance process starts on or about the 25<sup>th</sup> of the month for the previous month's collections.

Payment of any costs advanced or fees due to the Agency for services rendered on behalf of the Client and pre-approved by the Client shall be due upon receipt of the invoice. The Agency will pay all costs that the Client has not approved. If there is no recovery, the Agency will bear the loss.

\_\_\_\_\_ (The "Client" Initial) \_\_\_\_\_ (The "Agency" Initial)

#### 4. Indemnity

The Agency hereby agrees to indemnify the Client and hold the Client harmless from and against all damages, costs, losses, and expenses, including reasonable attorney's fees directly resulting from the Agency's performance under this contract; provided, however, that the Client hereby warrants and guarantees that the information furnished to the Agency regarding the identity of the merchant, any information about the merchant, the merchant's eligibility for repayment exemption, the balance of the account and the payments and credits due shall be accurate. The Agency shall have no obligation to indemnify or hold the Client harmless from and against all damages, costs, losses, and expenses, including reasonable attorney's fees resulting from errors in such information to be furnished by the Client to the Agency. The indemnities provided for herein shall survive the termination of this Agreement. The Agency hereby expressly disclaims responsibility for any other damages, whether special, incidental, or consequential.

The Agency shall maintain and hold all information pertaining to the Client's accounts, records, and all other information pertaining to The Client in the utmost confidence. Under no circumstances shall the Agency disclose any such information to any source or entity outside the scope of the Agency's personnel for resolving accounts on behalf of the Client. The Client shall also hold and maintain the Agency's information and records with likewise confidence and disclosure guidelines, directly by applicable legal statutes and commercial code of ethics.

#### 5. Independent Contractor

The Agency is an independent contractor and has the full right and authority to select the means, methods, and manner of performing the Collection Services. Nothing contained in this Agreement shall be construed to be inconsistent with this relationship or status or to constitute either party as the agent, employee, or representative of the other.

#### 6. Assignment

The Agency shall obtain the Client's written approval before subcontracting or assigning any portion of the Collection Services (including an assignment of this Agreement). The owner may reject any subcontractor or assignee at its sole discretion.

#### 7. Term

Either party may terminate this Agreement at any time with 30 days prior written notice. Upon termination of this Agreement or at the Client's request, the unpaid balance of any account transferred to the Agency hereunder will be promptly canceled and returned to the Client. However, as compensation for the Agency's efforts and expenditures on behalf of the Client, the Agency shall be entitled to receive a commission on merchant accounts as follows:

The Agency shall be paid the amounts described in Section 8 on all payments received by either the Client or the Agency for thirty (30) business days following the date of the recall of an account or termination of this Agreement.

The Agency shall retain possession of accounts, which at the Client's request, have been referred to an attorney to receive its commission on any collections, which may be realized.

Each party shall maintain accurate and correct records pertaining to the accounts that are subject to this Agreement. The Client, upon request, shall have the right to audit sufficiently to verify the accounting of all funds and the accuracy and appropriateness of all changes.

\_\_\_\_\_ (The "Client" Initial) \_\_\_\_\_ (The "Agency" Initial)

8. Fee Rate

IN CONSIDERATION, for the collection efforts of the Agency, the Client agrees to the following fee structure:

- 25% for 1<sup>st</sup> Placements
- 40% for 2<sup>nd</sup> and above
- 40% for files approved to be sent to an attorney

The legal fee is inclusive of the collection fee. Therefore, your maximum contingent fee exposure would be 40% if an account is sent to our legal outsourcing department for review by our national attorney network.

THEREFORE, the term of engagement of the Agency by the Client hereunder shall commence upon the execution of this Agreement.

**Client Name**

(The "Client")

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City                      State                      Zip

**Recovery Solutions Group, LLC**

(The "Agency")

Robert Sowers  
Name

\_\_\_\_\_  
Authorized Signature                      Date

CEO  
Title

1008 Mattlind Way  
Street Address

Milford                      DE                      19963  
City                      State                      Zip

\_\_\_\_\_ (The "Client" Initial)                      \_\_\_\_\_ (The "Agency" Initial)