

Recovery Solutions Group

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 _____, and all subsidiaries (hereinafter referred to as "Client").

1. Engagement.

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

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

2. Duty.

The Client shall during the term of this agreement, 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 effort shall be conducted in The Agency's name. The Agency agrees that it shall comply with all applicable federal, state, 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, and 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 prior written approval of The Client, 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.

Debtors will make payments directly to The Client or to The Agency. The Client understands and agrees that full commissions are due and payable to The Agency for payments made directly to them or to The Agency. Agency will remit monies in accordance with its normal remittance cycles, depending on when payment is received from debtor. Remittances are performed on or about the 25th 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 Client, shall be due upon receipt of invoices. The Agency will pay all costs that have not been approved by The Client. If there is no recovery, The Agency will bear the loss.

4. Indemnity.

The Agency hereby agrees to indemnify The Client and hold The Client harmless from and against all damage, cost, loss and expense, 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 debtor, any information about the debtor, the debtor'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 damage, cost, loss and expense, 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 "Client" Initial) _____ (The "Agency" Initial)

Recovery Solutions Group

The Agency shall maintain and hold all information pertaining to The Client's accounts, records, and any and all other information pertaining to The Client in 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, as 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). Owner may reject any subcontractor or assignee in its sole discretion.

7. Term.

Either party may terminate this agreement at any time with 15 days prior written notice. Upon termination of this Agreement or upon The Client's request, the unpaid balance of any account transferred to The Agency hereunder will be promptly cancelled 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 commission on debtor accounts as follows:

The Agency shall be paid the amounts described in Section 8 on all collections received by either The Client or The Agency for a period of 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 request of Client, have been referred to an attorney in order to receive its commission on any collections, which may be realized.

Each party shall maintain true 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.

8. Fee Rate

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

- **25% for under a year**
- **35% 1-2 years**
- **50% over 2 years**

The legal fee is inclusive of the collection fee. Therefore your maximum contingent fee exposure would be 40%, if an account is sent legal utilizing our attorney network. In the event The Client is the recipient of returned merchandise, The Client agrees to pay The Agency half of the contingent collection fee, based on the depreciated value of the merchandise recovered.

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

_____ (The "Client" Initial) _____ (The "Agency" Initial)

Recovery Solutions Group

(The "Client")

Name

Authorized Signature Date

Title

Street Address

City State Zip

Recovery Solutions Group, LLC

(The "Agency")

Bill Richards
Name

Authorized Signature Date

Director
Title

1008 Mattlind Way
Street Address

Milford DE 19963
City State Zip

