

COMMERCIAL COLLECTION BUREAU, INC / CLIENT SERVICE AGREEMENT TERMS AND CONDITIONS

The person submitting claims represents that he or she is duly authorized to submit claims for collections on behalf of creditor and is authorized to bind creditor to this agreement. The business creditor is hereinafter referred to as Client/Creditor. Client/Creditor's submission of collection accounts is agreement to abide by all terms and conditions contained in this document.

Terms of Service: Upon receipt of account(s) placed with Commercial Collection Bureau, Inc, hereinafter referred to as CCB, CCB will proceed with the collection process and work the account(s) until resolution. Upon collection of the account, Client/Creditor agrees to pay CCB a contingency fee for services rendered based on a percentage of the amount recovered. The fee charged will be determined at the onset of the collection process based on the following schedule unless a different rate is agreed to in writing by both CCB and Client/Creditor.

Age of Oldest Invoice When Placed with CCB	Fee Charged, Expressed as % of Amount Collected
0 – 100 days from Invoice Date	10%
101- 200 days from Invoice Date	15%
201-300 days from Invoice Date	20%
301-400 days from Invoice Date	25%
401+ days from Invoice Date	30%
Minimum Fee Charged	\$100 upon successful recovery

The fee charged will be determined by calculating the number of days between the oldest invoice date and the date the account is placed for collection. The rate will be frozen at the time of placement and will not change based on time required to complete the collection process. Client/Creditor agrees to pay CCB the corresponding contingency rate for all payments, returns, and/or credits applied to the account after the account has been placed with CCB. A monthly invoice will be sent for all monies owed to CCB. Terms of invoice are net due upon receipt.

As Client/Creditor's agent, CCB is authorized to accept all methods of payment on Client/Creditor's behalf. CCB is authorized to endorse checks, notes, or money orders. Payments received by CCB will be deposited into CCB's Trust Account, the net proceeds of which CCB will remit on a monthly basis once funds have cleared. All payments received by Client/Creditor directly must be promptly reported to CCB. Client/Creditor authorizes CCB to complete all necessary forms to effect collection on Client/Creditor's behalf for accounts placed in collections. Such forms may include bankruptcy proof of claim forms, bond claims, etc.

Claims placed for collection with CCB shall be justly due and accepted according to the above rates. CCB reserves the right to charge the corresponding contingency rate for a claim placed and subsequently withdrawn by Client/Creditor. Client/Creditor agrees to furnish all reasonable evidence required to aid in effecting collection.

Client/Creditor and CCB agree to the following terms and conditions:

1. CCB shall conduct business in accordance with all applicable laws, rules and regulations that govern commercial debt collection.
2. Client/Creditor's consent is required for CCB to settle any account for less than the amount placed by Client/Creditor.
3. Client/Creditor agrees not to assign any collection files assigned with CCB to other agencies, attorneys or any other third parties while currently active and open with CCB. Client/Creditor further agrees that if the account(s) are withdrawn from CCB prior to CCB completing the collection process, compensation of the full contingency fee will be paid to CCB.
4. Client/Creditor agrees to pay the contingency fee on all payments, credits and or returns applied to an account after the account is placed with CCB including but not limited to: recovery of past due balance via payment or return, interest charges, collection fees and trade of services.
5. CCB will not incur expenses or cost without the prior written consent of Client/Creditor.
6. Unless otherwise directed by CCB, Client/Creditor will make no further collection contact with the debtor. The Client/Creditor will refer the debtor to CCB. If Client/Creditor becomes involved, the contingency fee will be applied in accordance with clause 4.
7. If notice that the debtor has filed bankruptcy is received by CCB or Client/Creditor, collection activity will cease; however, CCB will file the appropriate forms on behalf of Client/Creditor if CCB believes a reasonable distribution will be paid via the bankruptcy estate.
8. CCB is authorized to make payment arrangements with the debtor.
9. Client/Creditor agrees to indemnify and hold CCB, its affiliated entities, successors, employees and assigns harmless against any and all liability, damage, loss, cost and expense, including attorney's fees and court costs occasioned by claims or suit for loss or damages arising out of the acts or omissions of the Client/Creditor, and/or its agents, servants or employees of Client/Creditor arising during the term of the agreement. Client/Creditor agrees to defend, at its sole cost or expense, any suit or claims asserted by any person, persons or business entity and will pay any and all damages or settlements resulting from the Client/Creditor's own acts and/or omissions of those of its officers, agents and/or employees.
10. CCB and Client/Creditor hereto expressly acknowledge and agree that the parties respective indemnity obligations herein expressed shall only be effective during the term of this agreement and shall not survive the termination of this agreement.
11. This agreement may be terminated at any time by either party by giving the other party a thirty (30) day prior written notice. Accounts placed with CCB will remain active with CCB until the collection process has completed.
12. This agreement represents the entire agreement between CCB and Client/Creditor on the matters covered herein, and supersedes any prior or contemporaneous agreement, whether written or oral. This agreement may only be amended by a written document, signed by the parties. If any court of competent jurisdiction finds any portion of the agreement to be void or unenforceable, the balance of the agreement shall remain in force and effect so long as the general intent of the parties continues to be met.