

**Maintenance Plus Subscription Service Agreement**

Whereas Professional Recovery Personnel, Inc. (hereinafter AGENCY) is in the business of providing debt collection services as generally described herein, and \_\_\_\_\_ (hereinafter COMPANY) desires to employ the services of AGENCY under the terms and conditions contained in this AGREEMENT;

**NOW THEREFORE**, in consideration of the recitals, the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AGENCY and COMPANY hereby agree as follows:

**1. PLACEMENT OF ACCOUNTS** - Beginning from the subscription start date, COMPANY is hereby authorized to place for collection from third party debtors, an unlimited number of accounts. Upon request, COMPANY shall provide all account background information, including without limitation any and all contracts, invoices, and correspondence between COMPANY and the account debtor. AGENCY agrees to provide COMPANY with 24/7 online account access through its proprietary Client Services software for account placement and review of collection activity.

**2. FREE DEMAND SERVICE PHASE** - All accounts placed for collection will be verified through the USPS National Change of Address database (NCOA) for moves and updated address information, followed by a "Final Notice Before Collection" written demand. Payments received and reported to AGENCY by COMPANY within ten (10) days from the date of placement will be at NO-CHARGE to COMPANY.

**3. PRIMARY SERVICE PHASE** - AGENCY agrees that accounts serviced through its Primary Service Phase will receive a series of written collection demands, telephone call campaigns, employment verification services, and skip tracing services. AGENCY will have the authority, at its discretion, to enter into payment arrangements on accounts. AGENCY will be entitled to a contingent commission, as indicated in the schedule below, on all Primary Service Phase collections. Accounts that remain unresponsive to AGENCY'S demands for payment, upon the completion of the Primary Service Phase will be evaluated for litigation at Agency's discretion.

**4. LITIGATION SERVICES** – AGENCY will not institute civil legal action on any CLIENT'S account without prior written consent. If CLIENT authorizes AGENCY in writing, AGENCY will act as agent for CLIENT in retaining an attorney for CLIENT. The collection fee on payments made to AGENCY or CLIENT on legal accounts placed with AGENCY for collection shall be **40%**. Costs incurred by AGENCY in retaining an attorney for CLIENT may be recovered by AGENCY prior to remitting to CLIENT the proceeds of collections made on the account.

**5. REMITTANCE** - All collections made by AGENCY of CLIENT'S accounts will be remitted to CLIENT less AGENCY'S collection fee. CLIENT agrees to provide AGENCY with information on all direct payments received by CLIENT from accounts placed for collection with AGENCY.

**6. INFORMATION AND COMMISSION SCHEDULES PLEASE MAKE CHECKS PAYABLE TO THE BLC GROUP**

| Days From Date Of Service or Last Payment | Primary Phase Rate | Initial Service Fee   | Amount Received | Balance Due |
|---|--------------------|---|-----------------|-------------|
| 0 to 60                                   | 10%                | \$  | \$              | \$          |
| 61 to 120                                 | 15%                | COMPANY has agreed to become a Member of BottomLine Concepts and receive membership savings. These savings entitle company to a low five (5%) percent service fee of all accounts assigned for collection in a calendar month. All service fees are to be remitted to Agency via ACH on the tenth (10 <sup>th</sup> ) of the month for the previous month's assignments. Membership fees are remitted via ACH on the first (1 <sup>st</sup> ) of the month. |                 |             |
| 121 to 240                                | 20%                |   |                 |             |
| 241 to 365                                | 25%                |   |                 |             |
| 365 +                                     | 30%                |   |                 |             |

**SERVICE PROVIDED TO:**

| Company Name | Contact       | Protrax Online User |
|--------------|---------------|---------------------|
|              |               |                     |
| Address      | City, St, Zip |                     |
|              |               |                     |
| Phone        | Email Address |                     |
|              |               |                     |

| Signature    | Title |
|--------------|-------|
|              |       |
| Printed Name | Date  |
|              |       |

**7. ASSIGNMENT:** All accounts submitted by COMPANY for service will be deemed assigned, together with all rights, title and interest to AGENCY. COMPANY hereby warrants and represents that all accounts will be valid and legally enforceable debts without right to set off, counterclaim or abatement. COMPANY further represents and warrants that all assigned balances, including added interest and collection charges, will be due and owed by the debtor to the COMPANY at the time of placement. COMPANY authorizes AGENCY to take such lawful actions AGENCY deems reasonable and necessary, in its sole discretion, to recover the assigned debts, including but not limited to collecting, litigating, settling and discharging the same, and agrees to execute any and all documents necessary or requested by any court or other government authority for transferring such authorization to AGENCY.

**8. AGENCY OBLIGATIONS:** AGENCY will comply with all local, state and federal laws and regulations governing third party collections, including but not limited to the Federal Fair Debt Collections Practices Act (15 U.S.C. § 1962, et seq.).

**9. AUTHORIZATION:** COMPANY authorizes AGENCY to endorse, negotiate and deposit payments received on behalf of or made payable to COMPANY. AGENCY will be entitled to its fee or commission outlined in this AGREEMENT and to deduct its commission from payments received.

**10. COMPANY OBLIGATIONS:** COMPANY agrees to immediately report all payments received at its place of business. It shall be irrefutably presumed by COMPANY and AGENCY that any payment made directly to COMPANY on assigned accounts was the direct result of actions taken by AGENCY and AGENCY will be entitled to its commission. COMPANY agrees that AGENCY will be entitled to its commission on all collections whether the sums are collected from the original debtor or from a third party, including but not limited to insurance carriers, guarantors, and co-signers. COMPANY agrees that AGENCY will be entitled to its commission as outlined in this AGREEMENT for any credit issued against an assigned account as a result of merchandise returned to COMPANY. COMPANY agrees to immediately notify AGENCY of any and all communication received from debtors whose accounts are placed with AGENCY including but not limited to letters of correspondence, letters of dispute, settlement offers, bankruptcy notices, claims, and counter claims.

**11. REIMBURSEMENT:** AGENCY will apply and disburse payments on assigned accounts in the following manner; advanced court costs and attorney fees, principal, interest and collection charges.

**12. INDEMNIFICATION:** AGENCY and COMPANY agree, in recognition of valuable consideration each has received, that they shall indemnify, defend and hold the other party harmless from and against any and all losses, claims, demands, action, cause of action suits, costs, attorney's fees, damages, expense, compensation, penalties, liabilities and obligations of any kind asserted by a third party arising out of acts of negligence, misuse or improper access to account data, failure to comply with applicable law, whether said acts are rendered by officers, employees or agents of COMPANY or AGENCY.

**13. CANCELLATION:** COMPANY may upon thirty (30) days written notice, cancel this AGREEMENT. AGENCY agrees to cancel and return all accounts to COMPANY. AGENCY may retain for collection under the terms of this AGREEMENT, any account which has made a partial payment within the preceding six (6) months, any account that has promised to pay, or any account placed with an attorney. Such retained accounts shall be governed by this AGREEMENT until fully collected or otherwise completed.

**14. ADDITIONAL REMEDIES:** In addition to any other remedies at law or in equity to which it is entitled, AGENCY reserves the right to suspend its performance or terminate this AGREEMENT if COMPANY is in default for more than 30 days, is subject of a bankruptcy action, suffers the appointment of a receiver, either voluntarily or involuntarily, or commits any act with the intent to defraud AGENCY. AGENCY may offset or recoup the amount of its rightful commissions on payments received at COMPANY'S place of business, or any other amounts due AGENCY, from any amounts owed to COMPANY from assigned accounts. AGENCY will be entitled to suspend payment of amounts due COMPANY to determine the amount subject to offset or recoupment. In addition, COMPANY agrees to pay AGENCY a late charge equal to 1.33%, or the maximum allowed by law, for any amount unpaid to AGENCY 30 days after date of invoice. COMPANY further agrees to pay all costs of collection and/or attorney fees on any unpaid invoice pursuant to the terms of this AGREEMENT.

**15. SEVERABILITY/VENUE:** Each provision of this AGREEMENT must be interpreted in a way that is valid under applicable law. If any provision of this AGREEMENT is deemed to be invalid or unenforceable, all other provisions will remain valid and enforceable. All costs and expenses, including reasonable attorney fees, incurred by AGENCY in order to remedy any breach of this AGREEMENT will be borne by the COMPANY. Venue for any action brought by either party of this AGREEMENT will be in Hennepin County, Minneapolis, Minnesota and this AGREEMENT shall be governed by Minnesota law.

**16. AUTHORIZATION:** By signing below you represent and warrant that you have the full legal capacity and authority to enter into and perform the obligations of this AGREEMENT. All contracts will not be valid until approved by AGENCY. This AGREEMENT will constitute the entire understanding between the parties as well as the exclusive terms and conditions of the AGREEMENT. No representations, inducements, promises or other agreements, either written or verbal, not contained herein will be of any force or consequence or affect either of the parties hereto.