

# SOUTHWEST RECOVERY SERVICES, INC.

## COLLECTION AGREEMENT

This Exclusive Collection Agreement (the “Agreement”) is between Southwest Recovery Services, Inc. (the “Company”), 2591 Dallas Pkwy Suite 300, Frisco, TX 75034 and **SAMPLE CUSTOMER**, (“Client”). The Company and the Client agree as follows:

1. Obligations. (a) The Company undertakes to use its reasonable efforts to collect on each account, receivable or other collection the Client provides from time to time to the Company (the “Account”, or, collectively, the “Accounts”) on terms and conditions herein set forth until such time the Client receives notice that the Company has deemed an Account uncollectible. The Company will accept payments on the Accounts. If the Client requests, the Company shall provide to the Client, within a reasonable time, a report including the amount collected on each Account, the date each payment was received by the Company and a summary status report of each uncollected Account.

(b) The Client shall fully and fairly disclose and shall provide to the Company all material information known to the Client relating to each Account, including, without limitation, any prior collection efforts made with respect to the Account and all correspondence and memoranda related thereto.

2. Retention Percentage As payment for the Company’s services rendered on behalf of the Client, the Company shall receive and be entitled to receive the following: (1) 35% of all amounts collected on accounts placed with the Company which are under one year of age; (2) 40% of all amounts collected on any account placed with the Company which is over one year but less than two years old; and (3) 50% of all accounts placed with the Company which are over two years old. (the “Retention Percentage”)

3. Payments No later than the tenth business day of the month following the month in which payments on the Accounts are received by the Company, the Company shall pay to the Client the aggregate of such payments less the applicable Retention Percentage for each account. If the Client receives any other payments relating to any Account: (i) those payments shall be treated as funds collected by the Company, (ii) the Client shall notify the Company within two business days of receipt of any such payments and (iii) the Client shall pay the Company an amount equal to the Retention Percentage with respect to such payments prior to the seventh business day in the month following the month in which payment was received or, if the Company elects, the Company may offset any payments it makes to the Client by such amount. The company reserves the right to charge a 25.00 fee for any account or accounts that the Client removes due to negligence on behalf of the Client after the Company has begun collecting on said account or accounts. The Company is responsible for collecting sales tax on the fees the Company charges

4. Legal Proceedings Client hereby acknowledges that the Company has retained the services of the Soefje Law Firm, PLLC (the “Firm”). Client further authorizes the Company to use the Law Firm to assist the Company in its collection efforts on behalf of the Client. However, the Company shall pay any and all legal fees to the Law Firm out of the Retention Percentage. The Company shall pay the Law Firm 50% of all amounts due the Company under this Agreement according to the Retention Percentage for the applicable Accounts. Upon the Client’s written request, the Company shall promptly commence legal proceedings for collection on an Account, provided that (i) the Client shall pay all related filing fees, court costs, and other collection costs and (ii) the Client shall indemnify and hold the Company harmless for any claims, judgments or losses relating to such proceedings, except for gross negligence or willful misconduct.

5. Term This Agreement shall be effective from the date hereof until terminated by either the Client or the Company upon reasonable notice not less than ninety (90) days. After such termination, the Company shall return to the Client as soon as reasonably practicable all proprietary information relating to the Accounts. The Company reserves the right to maintain any account on which it has an active payment plan. The Company agrees to return those accounts to the Client once all payments have been made.

6. Miscellaneous (a) The Client and the Company each agree to provide fair access to its premises and records to the other and the other's representatives upon reasonable notice in order to resolve a discrepancy in the record keeping of the Accounts or payments under this Agreement that the other in good faith alleges to exist. The Client hereby authorizes the Company to settle in full all primary accounts.

(b) The Client and the Company each agree to keep confidential the information relating to the Accounts.

(c) This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Texas (regardless of the laws that might otherwise govern under applicable Texas principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies. Each of the parties of this Agreement consents to be subject to personal jurisdiction of the courts of Texas, including the federal courts in Texas, which shall be the sole and exclusive forum for the resolution of all disputes under this agreement. This agreement is entered into in Dallas County, Texas and is deemed to be performed in Dallas County, Texas, where all or part of the transactions herein take place. This Agreement is to be performed exclusively in Dallas County, Texas. Any lawsuit brought by a party, or their assigns, to enforce any claims, rights, or obligations under this Agreement shall be filed and brought in Dallas County, Texas where all parties to this Agreement agree is the proper and exclusive place of venue.

(d) Nothing in this Agreement is intended to create, and this Agreement shall not create, any partnership, joint venture, fiduciary or similar relationship between the Client and the Company.

(e) The Company agrees to indemnify and hold the Client harmless against any and all liability cost and expenses including attorney fees, occasional by claims or suits for loss of damages arising out of the acts of the agents, servants, or employees of the Company during the terms of the agreement.

7. Client Mailings: **YOUR ADDRESS GOES HERE FOR REMITANCE PURPOSES**

IN WITNESS WHEREOF, each of the duly authorized undersigned's has executed this Agreement as of this day THE DAY WE SIGN THE AGREEMENT.

THE COMPANY:

\_\_\_\_\_  
Name:

Title:

THE CLIENT:

\_\_\_\_\_  
Name:

Title:

Authorized Agent for