

ALLIED NATIONAL SERVICE AGREEMENT

TERMS AND CONDITIONS

1. It shall be the intent of the Creditor/Client to retain the services of Allied National for the purpose of providing debt collection services. In the interest and spirit of maintaining the highest level of ethical and professional standards the parties agree to conduct themselves in accordance with the FDCPA, *Fair Debt Collection Practices Act*, and FCRA: *Fair Credit Reporting Act*. In addition all collection activity shall be conducted in accordance with the *Code of Conduct* of the ACA, American Collectors Association as well as the standards set forth in the *Operative Guidelines* of the CLLA, Commercial Law League of America.

2. By placing a claim for collection, Creditor / Client grants to Allied National full discretion and authority to proceed with all collection efforts it deems necessary, including the referral of claim(s) to attorneys for the filing of suit, obtaining of judgments, and post judgment enforcement. **Lawsuits will only be initiated with the authorization of the creditor/client.*

3. Allied National is granted absolute discretion and authority to act as it deems appropriate in the collection of claim (s) and is authorized to accept partial payments. Furthermore Allied National shall have the right to endorse for deposit and collection any checks payable to the Creditor/Client. The compromise or settlement of any claim(s) will not be made without the consent of the Creditor/Client.

4. Acting in accordance with the FDCPA, all communication with the debtor(s) will be conducted by and through the offices of Allied National. Therefore Creditor/Client agrees to cease all communication with the debtor(s) or to have the claim handled by any other institution, collection agent, or representative. Creditor/Client agrees to inform Allied National immediately as to the nature and content of all contacts which debtor(s) makes or attempts to make directly with the Creditor/ Client as well as all other matters of importance or that are germane to the collection of the claim (s). Claim(s) that are compromised by the Creditor/Client and or settled directly with the debtor are subject to fees. Any claim(s) paid directly by the debtor(s) to the Creditor/ Client shall be subject to fees as well.

5. In the event claim(s) are withdrawn or the services of Allied National are terminated without cause, it is agreed Allied National shall be entitled to fees on such claim(s), and be reimbursed and recover from Creditor/Client any advanced court cost, attorney fees, and due diligence expenses incurred on behalf of the Creditor/Client. Once legal Proceedings have been initiated, whether pre or post judgment the withdrawal or cancellation of the claim(s) is only permissible after all fees, court cost, and due diligence expenses have been paid.

6. Claim(s) forwarded to outside counsel for legal action: Knowing that time is of the essence, and delays in filing suits can compromise the collection of any claim(s), Allied National is authorized to advance payments for court costs, attorney's fees, skip tracing, due diligence, and all other costs associated with the obtaining and enforcement of judgments. All costs for legal actions shall be and remain the responsibility of the Creditor/ Client. Advances made on behalf of the Creditor/Client will be itemized and accounted for and will be deducted from the first payments made by the debtor unless previously paid by the Creditor/Client. No legal action or litigation will be taken without the express consent and written authorization of the Creditor/ Client.

(See Fee Schedule p2)

7. Fee Schedule: It is agreed and understood that the following contingency fee schedule will apply to any and all accounts placed for collection. Claims over 1 year past due are subject to higher fees.

Tier I

Place less than 10 claims

**Start with 10 Day
Free Demand Period**

- Under \$200.00 ... 50%
- \$200.00 to \$300.00 ... \$100.00 Fixed Fee
- \$301.00 to \$3000.00 ... 33 1/3%
- \$3001.00 to \$4000.00 ... \$1000.00 Fixed Fee
- \$4001.00 to \$10,000.00 ... 25%
- \$10,001.00 to \$30,000.00 ... 20%
- \$30,001.00 to \$100,000.00 ...15%
- \$100,001.00 and over...Fee Negotiable

Tier II

Place 10 or more claims

**Start with 10 Day
Free Demand Period**

- Claims under \$100.00...50%
- Claims \$101.00 to \$200.00...\$50.00 Fixed Fee
- Claims \$201.00 to \$10,000.00...25%
- \$10,001.00 to \$30,000.00 ... 20%
- \$30,001.00 to \$100,000.00 ...15%
- \$100,001.00 and over...Fee Negotiable

Tier III

Place 100 or more claims

**Start with 10 Day
Free Demand Period**

- Claims under \$500...25%
- Claims \$500 to \$10,000...18%
- Claims \$10,000 to \$30,000...15%
- \$30,000 to \$100,000...12%
- Claims \$100,000+...Fee Negotiable

8. These terms and conditions represent the entire agreement to engage the services of Allied National, Inc., 440 Regency Parkway, Ste. 134, Omaha, NE 68114, Tel: 402.393.3477 Fax: 402.393.3541 Email: info@andc.com

Complete the information below and FAX or mail to Allied National

Creditor/Client: _____

Address: _____

City: _____ State: _____ Zip: _____

Country: _____ Province: _____ Mail Code: _____

Phone: _____ Email: _____

FAX: _____

Print Name: _____

Authorized Signature: _____

Date: _____