



Client Service Agreement

This Agreement is made between Asset Pursuit™ LLC (hereafter “Asset Pursuit” or the “Agency”), a New York Limited Liability Company with a principal place of business located at 1120 Avenue of the Americas, 4th Floor, New York, NY 10036 and the undersigned (hereafter the “Creditor” or “Client”) (collectively, the “Parties”).

In consideration of Asset Pursuit’s acceptance of the outstanding Judgment, Creditor hereby assigns the claim to the Agency on the terms, rates, and conditions established in this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises contained herein, Parties agree as follows:

1. **Services.** Agency is engaged in the business of collecting outstanding judgments on behalf of creditors. The Creditor is the holder of the outstanding Judgment Debt (hereafter, the “Debt”), identified as set forth in “Schedule B”, annexed hereto, which is due and owing, and desires to have the Agency use its best efforts to collect the Debt.
2. **Fees for Services Rendered.**
 - a. **Fees.** Client agrees that the Agency will retain 45% of the net recovered amount up to \$50,000, and 35% thereafter. No fees will be due to Agency if the Debt is not collected. Agency will deduct from sums collected the collection costs.
 - b. **Expenses.** Creditor shall not be charged any upfront costs by the Agency. Anticipated nominal costs and expenses, such as enlisting Sheriff, Marshal, or Court services incurred in reasonably pursuing the collection of Creditor's Debt shall be recovered out of funds collected by the Agency from the judgment debtor.
 - c. **Payment of Collected Debt.** a) Agency will pay out all funds received periodically until the debt is legally satisfied. Agency shall send Creditor a written statement of account setting forth all credits and deductions advanced or incurred by the Agency in collecting the claim upon request. b) **Third Party Representation.** Client acknowledges that the Agency is only authorized to collect and distribute funds, in accordance with the terms of this agreement, directly to the Client, and the Client is solely responsible for distributing any funds owed to persons or entities not contemplated in this agreement.
3. **Exclusivity of Agreement.** During the term of this Agreement, Client hereby appoints Asset Pursuit, and Agency hereby accepts Client’s appointment, as the exclusive judgment enforcement agency, pursuant and subject to the terms and conditions of this Agreement. During the term of this Agreement, Client shall not enlist or accept identical or tangentially similar services from other providers. Client warrants that no other judgment enforcement agency is enforcing this Debt as of the effective date of this Agreement. This Agreement shall bind the parties, their personal representatives, successors, and assigns. Client warrants that no other enforcement agency is authorized to enforce this judgment as of the effective date of this agreement.
4. **Outside Collection Fee.** Client agrees to cease all collection efforts and will not permit any other entity to attempt to collect the Debt during the Term of this Agreement and further agrees that in the event the debt is discovered to have been previously paid by Debtor and is not legally owed by Debtor, or is retained by a different judgment enforcement agency or law firm for enforcement, Client agrees to pay Agency in accordance with this agreement. If payment is made directly to Client, Client agrees that it will be responsible for remitting the fee to Agency within 14 days of receipt.
5. **Client Right to Withdraw.** Client may terminate this agreement after one calendar year if the agency has not engaged the Debtor or is not currently receiving payment towards the debt, upon 30 days written notice. Client may take back the case upon thirty (30) days written notice. If Creditor chooses to withdraw the Debt, Agency retains

any, and all, related investigation files, including, but not limited to, account information, status reports and source information.

6. **Nature of Relationship/Power of Attorney.** At all times, Client is the owner of the Debt. Client hereby provides Agency with an exclusive Power of Attorney for the duration of the Term of this Agreement. By virtue of this Power of Attorney, Client hereby designates Agency as Client's exclusive agent for providing the Services defined by this Agreement. By virtue of this Power of Attorney, Agency is granted the right to a) directly negotiate collection of the Debt with the debtor on Client's behalf; b) negotiate a settlement of the Debt and determine the amount collected to satisfy the Debt without Client's prior consent. c) accept payment of the debt, or negotiate a payment plan, of the Debt at Agency's sole discretion; d) assign, transfer, convey, subcontract (in whole or in part) this Power of Attorney; e) appoint agents, field representatives, and other individuals or entities as Agency deems necessary to collect the Debt on Agency's behalf; and f) negotiate any contract on Client's behalf as a result of collecting the Debt to forward any offers to resolve the Debt directly to Agency. Agency is authorized to endorse for deposit and collection any commercial paper that it may receive made payable to Client as payment on the Debt.

7. **Litigation.** Client acknowledges that Asset Pursuit is a legal service company engaged in judgment enforcement and settlement negotiation and its performance of legal services on the Client's behalf is limited to serving legal orders, negotiating settlements, and handling court appearances such as Account Turnover and Exemption Claim Hearings. Client further acknowledges and understands that they are solely responsible for responding to or appearing at judicial hearings litigating the underlying judgment, including Order to Show Cause hearings seeking to litigate the validity of their judgment. Agency shall not unreasonably withhold its consent from authorizing Client to hire outside legal counsel to assist them with any active or upcoming litigation of their judgment so long as such assistance does not seek to impair or otherwise mitigate the Agency's rights under this agreement.

8. **No Guarantees.** Agency makes no representations or warranties about the likelihood of success in collecting the Debt. In no event shall Agency be liable in any respect for the ability or inability to collect any Debt placed by Client for collection by Agency. It is expressly understood and agreed that Agency is not the guarantor of any specific result whatsoever with respect to collecting the Debt. Agency will continue its collection efforts under this Agreement unless or until it is determined that a Debt is uncollectible, at which point Agency will notify Client in writing that the Debt is uncollectible and cease all collection efforts. Only Agency can determine a Debt to be uncollectible.

9. **Client Warranties.** Client expressly represents and warrants: the validity, amount and authenticity of each Debt owed directly to Client and has notified Agency of any payments received towards this debt. Client agrees to satisfactorily provide documentary validation of the authenticity of the Debt to Agency upon request; that the Debt is presently and validly owed by the debtor to Client; and the amount stated in supporting documentation provided by Client to Agency is the current amount that is owed (inclusive of any interest) to Client.

10. **Indemnification.** Agency shall take all reasonable precautions in the collection of the Debt to comply with the requirements of any federal or state laws regulating the collection of debts. Agency shall not engage in any practice or use any means prohibited by law in collecting the Debt. Agency shall indemnify and hold Creditor harmless for any claims arising from its activities in connection with collection of the Debt.

11. **Notice.** Client shall provide Agency, and its agents with copies of documents or correspondence which may be required by the Agency to proceed with the collection of the debt. Documents can be sent via **fax at 646-496-9142**, email at **support@assetpursuit.com**, or regular mail to **1120 Avenue of the Americas, 4th Floor, New York, NY 10036**.

12. **Execution of Instruments.** Client agrees to execute and deliver, upon request, any document or legal instrument which may be necessary to carry out the provisions of this Agreement. Agency will at no time provide copies of internal documents or source information regarding the debtor and the investigation process.

13. **Amendments/Modifications.** No amendment, modification, or waiver of any provision of this Agreement shall be of any effect unless in writing and signed by authorized representatives of both Client and Agency.

14. **Entire Agreement.** Unless an addendum listing additional Judgments is attached to this Agreement, this Agreement contains all agreements and understandings between Client and Agency and covers the entire relationship between the parties in connection with the Debt. All prior or contemporaneous promises, representations, agreements or understanding in connection with the Debt are expressly merged herein.

15. **Assignment.** Neither this Agreement nor any duties, obligations, benefits, or services under this Agreement may be assigned by Client without the prior written consent of Agency. Agency has the express right to assign rights and obligations under this Agreement as it deems necessary in the ordinary course of business.

16. **Confession of Judgment.** Client Agrees that a construction of this Agreement that results in all remaining provisions being enforceable is to be in substance and effect a Confession of Judgment between the undersigned and the Agency if the client breaches a warranty or provision and the Client shall be liable to pay compensation to the Agency 45% of the outstanding judgment amount, as of the date of the breach, plus applicable fees for expenses incurred.

17. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of New York.

18. **Severability.** If any provision of this Agreement is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force, valid, enforceable and in effect as if this Agreement had been executed with the invalid portion thereof eliminated.

19. **Electronic Signatures (when applicable).** The Parties agree that the electronic signature appearing on this agreement is equivalent to a handwritten signature in accordance with the Uniform Electronic Transactions Act (UETA) of 1999.

IN WITNESS WHEREOF, Client hereby authorizes enforcement of the submitted judgment debt to Asset Pursuit:

Date: _____ Name: _____ Signature: _____