



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.** Asset Pursuit 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 50% of the net recovered amount. No fees will be due to Agency if the Debt is not collected. Agency will deduct from sums collected the collection costs. All sums which are due to the Client shall be held in a separate trust account for a minimum of thirty (30) days.
 - 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.** Agency will pay out all funds received less the fees as defined herein on the last day of every month for all collections received up to three (3) months prior. 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. Agency shall remit all moneys on account due to Creditor with each statement.
 - d. **Uncollectible 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.
 - e. **Contest Fees.** Client agrees that in the event the debt is discovered to have been previously paid by Debtor, is not owed by Debtor due to Client error, or is retained by a different judgment enforcement agency or law firm for enforcement, Agency will cease all collection efforts and notify the Client in writing of same. In such event, Agency reserves the right to demand payment in accordance with this agreement. If payment is made directly to Client, Client agrees that it will be responsible for remitting the commission to Agency within thirty (30) days of receipt.
3. **Client Right to Withdraw.** If Creditor’s case does not yield payment activity after 180 consecutive days, Creditor may take back the case upon thirty (30) days written notice. If Creditor chooses to withdraw the Debt, Asset Pursuit retains any and all related investigation files, including, but not limited to, account information, status reports, or source information.
4. **Nature of Relationship/Power of Attorney.** At all times, Client is the owner of the Debt. Client hereby provides Asset Pursuit 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 Asset Pursuit as Client’s exclusive agent for providing the Services defined by this Agreement. By virtue of this Power of Attorney, Asset Pursuit 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 without Client’s prior consent; c) accept payment (or payment plan) of the Debt at Asset Pursuit’s sole discretion; d) determine the amount collected to satisfy the Debt; e) assign, transfer, convey, subcontract (in whole or in part) this Power of Attorney; f) appoint agents, field representatives, and other individuals or entities as Asset Pursuit deems necessary to collect the Debt on Asset Pursuit’s behalf; and g) negotiate any contract on Client’s behalf as a result of collecting the Debt. 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 to forward any offers to resolve the Debt directly to Asset Pursuit. Asset Pursuit is authorized to endorse for deposit and collection any commercial paper that it may receive made payable to Client as payment on the Debt.
5. **No Guarantees.** Asset Pursuit makes no representations or warranties about the likelihood of success in collecting the Debt. In no event shall Asset Pursuit be liable in any respect for the ability or inability to collect any Debt placed by Client for collection by Asset Pursuit. It is expressly understood and agreed that Asset Pursuit is not the guarantor of any specific result whatsoever with respect to collecting the Debt.

6. **Client Warranties.** Client expressly represents and warrants: the validity, amount and authenticity of each Debt owed directly to Client. Client agrees to satisfactorily provide documentary validation of the authenticity of the Debt to Asset Pursuit 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 Asset Pursuit is the current amount that is owed (inclusive of any interest) to Client.
7. **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.
8. **Notice.** Agency shall be notified of all required writings under this Agreement 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**.
9. **Execution of Instruments.** Parties agree that each will execute and deliver to the other, upon request, any document or legal instrument unrelated to Paragraph 3, herein, which may be necessary to carry out the provisions of this Agreement.
10. **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.
11. **Exclusivity of Agreement.** During the term of this Agreement, Client hereby appoints Asset Pursuit, and Asset Pursuit hereby accepts Client's appointment, as the exclusive (not including any third-party entity enlisted by Asset Pursuit) judgment enforcement agency, pursuant and subject to the terms and conditions of this Agreement. The Parties agree that, during the term of this Agreement, Client shall not enlist or accept identical or tangentially similar services from other providers (not including any third-party entity enlisted by Asset Pursuit) without prior written approval from Asset Pursuit. 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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **Counterparts.** This Agreement may be executed in counterparts and all counterparts so executed shall constitute one Agreement binding on all the Parties. Telefaxed or scanned and emailed signatures on this Agreement shall be deemed to be original manually signed executions of this Agreement.

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

Date: _____

Name: _____

Signature: _____