

## **MASTER SERVICES AGREEMENT**

This Master Services Agreement (hereinafter referred to as "**Agreement**", or "**the Agreement**") is effective as of **12/04/2023** (herein after referred to as "**Effective Date**" or "**the Effective Date**"), by and between **CEDAR HOLDINGS INTERNATIONAL INC.**, a Delaware corporation, with its principal place of business at 5230 Las Virgenes Road, Suite 210, Calabasas, California, 91302 (herein after referred to as "**Agency**") on one hand and **Ocampo Wiseman Law** with its principal place of business at **5450 W. Sahara Ave. , Suite 330, Las Vegas, Nevada 89146, US** (herein after referred to as "**Client**") on the other hand, and is made with reference to the facts set forth below. **Agency** and **Client** may be collectively referred to herein as the "**Parties**" or if singular, a "**Party**."

### **RECITALS:**

- A. WHEREAS**, Agency is in the business of performing accounts receivable management, debt collection and business process outsourcing services;
- B. WHEREAS**, Client desires to engage the services of Agency for purposes of debt collection on Client's delinquent, past-due or default Accounts; and/or, other services which are further described hereunder and under each applicable schedule, exhibit, addenda, Statement of Work ("SOW") and the like; and,
- C. WHEREAS**, Client and Agency agree that the services provided by the Agency to Client shall be governed by the terms and conditions of this Agreement.

### **COVENANTS:**

**NOW THEREFORE**, in consideration of the agreements and the mutual covenants, hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

**1. Definitions.** As used in this Agreement, the following terms will have the following meanings (whether in the singular or in the plural):

**1.1 "Account"** means an account receivable owned by the Client, which Account Owner, in its sole and absolute discretion, desires to refer to Agency for Services.

**1.2 "Accountholder"** means the debtor, including any individual, if different from or in addition to debtor, who is legally responsible to Account Owner for repayment of the Balance on an Account.

**1.3 "Account Information"** means the documentation and information evidencing the name, address and contact information of the Accountholder, the account number and the correct and full legal name of the creditor to whom the debt is owed and the Balance currently owed to Account Owner by an Accountholder.

**1.4. "Balance"** means the principal amount of the debt owed by an Accountholder to Account Owner, minus the sum of any credits.

**1.5. "Direct Payments"** means a payment received by Account Owner directly or indirectly on any Account referred to Agency following the Effective Date.

**1.6 "Fee" or "Compensation"** means the amount charged by Agency (commissions, fees, or any other payment acceptable to Agency) for the provision of Services, as specified in Exhibit "A" and Section 7 of this Agreement.

**1.7 "Remittance Statement"** means a written accounting of all funds collected by Agency on Accounts referred by Client which sets forth the Accountholder's name, account number, balance dollars collected, commissions and/or fees withheld, and amount remitted to Client.

**1.8 "Services"** means any and all work performed by Agency that this Agreement and related SOWs, exhibits, schedules, addenda and the like require the Agency to provide to Client, including all management, labor, accounting, and related general services.

### **2. Structure of Agreement.**

**2.1 Components of the Agreement.** The Agreement consists of:

- (i) the provisions set forth in this Agreement, Statement(s) or Work, Exhibit(s) and Schedule(s) referenced herein;
- (ii) Statement of Work No(s). [1] attached hereto and the Schedules referenced therein; and
- (iii) any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.

**2.2 Statements of Work.** The Services will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of Exhibit A (Form of Statement of Work), with such additions, deletions and modifications as the Parties may agree.

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**2.3** Deviations from this Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Agreement, unless an individual Statement of Work expressly and specifically notes the deviations from the terms of this Agreement for the purposes of such Statement of Work on the "Deviations From Terms of Agreement" Schedule to such Statement of Work. In the event of a conflict, the terms of each Statement of Work shall govern the terms of the Schedules referenced therein. In the event of a conflict, the terms of this Agreement shall govern the terms of the Exhibits referenced herein. In the event of a conflict, a Change Order shall govern this Agreement, any Statement of Work(s), Schedule(s) and/or Exhibit(s) to which such Change Order applies with respect to the scope and duration of such Change Order.

**2.4** Requests for New Services. During the Term, Client may request that Agency provide New Services. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. If after review of the Statements of Work the service could qualify as an additional service, then that service will be deemed a New Service. To request a New Service, Client will deliver a written request with reasonable detail regarding such service (the "New Service Request") to the Agency. Within forty-five (45) days after Agency's receipt of Client's New Service Request, Agency will prepare and deliver to the Client a written statement (the "New Service Response") describing any changes in products, services, assignment of personnel and other resources that Agency believes would be required. No New Service implementation shall occur without the mutual agreement of the Parties to the terms and conditions of such New Service pursuant to the Change Control Procedures. Any agreement of the Parties with respect to New Services will be in writing, will constitute an amendment to the Agreement and shall also become a "Service" and be reflected in a new Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.

**2.5** Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word "including" and words of similar import shall mean "including, without limitation," (c) provisions shall apply, when appropriate, to successive events and transactions, (d) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement, and (e) the Agreement was drafted with the joint participation of both Parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning hereof. In the event of any apparent conflicts or inconsistencies between the provisions of this Agreement, the Exhibits, the Statements of Work, the Schedules or other attachments to the Agreement and Statements of Work, such provisions shall be interpreted so as to make them consistent to the extent possible, and if such is not possible, the provisions of Section 2.3 shall control.

### **3. Duties and Obligations of Agency.**

**3.1** Upon Client's referral of an Account to Agency for Services, Agency shall use best efforts to provide Services in an ethical and legal manner and shall use commercially reasonable efforts.

**3.2** All Services performed by Agency or its Network (defined under Section 14) shall be performed in full compliance with all applicable federal, state and local laws, including, without limitation, the federal Fair Debt Collection Practices Act ("FDCPA"), applicable privacy statutes and regulations, and all other federal and state laws governing business practices and debt collection practices. Agency will not use any threats, intimidation, harassment, or otherwise violate any applicable law or regulation in performing the Services under this Agreement. Agency will refrain from any practices that may reflect adversely upon Client's reputation.

**3.3** Agency shall maintain all registrations and licenses and will comply with all bonding requirements as may be required in all applicable states or localities that require registration, licensure and/or bonding for debt collection agencies.

**3.4** Agency shall not have the right to commence or participate in legal proceedings to collect any Accounts without the prior written authorization of Client.

**3.5** Agency shall not offer or accept settlement of an Account for less than the full Balance owing on the Account, unless prior consent is received by Agency from Client to make an offer or accept settlement of an Account for less than the full Balance owing on the Account. Authorization may be on a case-by-case basis or by "blanket" authorization from Client. "Blanket" authorization may be identified on Exhibit "B" to this Agreement.

**3.6** Subject to Agency's rights hereunder, Client shall have the right to recall any Account, at any time from Agency, provided that said recall is made in good faith. Examples of good faith include but are not limited to Account is not legally due and owing, or Account is discharged in Bankruptcy. In the event that an Account is recalled, Agency shall also delete any adverse credit information that it has reported to any credit bureau. Accounts recalled by the Client shall be closed by Agency. Notwithstanding the foregoing, it is acknowledged and accepted by the Parties that Agency has invested resources, time and expertise to cultivate payment plans and promises to pay from Accountholders. As such, the Parties agree that Agency shall retain Accounts that are in active payment plan status and/or promise to pay status until a final disposition has been entered by Agency and the Account is closed ("PAY File Retention"). Agency will be due its commission and fees, as further detailed hereunder on all PAY File Retention Accounts. Agency shall be entitled to Compensation for Accounts where it is later discovered that the Balance was paid prior to listing the Account with Agency.

**3.7** To the extent permissible under applicable law(s), Agency may submit adverse credit information to one or more Credit Bureaus, unless advised by Client in writing that it does not wish for Agency to report said Accounts. Client shall cooperate with Agency to avoid duplicative credit reporting.

**3.8** Agency shall accept payments from Accountholders in multiple formats, including cash, check, wire and consumer-generated ACH. Agency shall deposit payments received by Accountholders to its designated client trust account.

**3.9** Agency shall close any Account positively identified as resulting from identity theft. Agency, at its sole discretion, may also close any Account that is disputed, marked as a refusal to pay, insolvent, or for any other reason believed by Agency not to result in collection.

**3.10** Whenever authorized by law or contract, Agency will collect interest at the contract, statutory, prejudgment or post-judgment legal rate that relates to a referred Account. Agency, as assignee, will accrue interest on the principal balance as allowed by law and may waive or reduce the amount of interest accrued after referral as part of negotiating or reaching a payment arrangement with the Accountholder. The interest accrued and collected by Agency will be after the Client's Balance due on the referred Account has been paid, and the interest will be retained by Agency. The method by which interest and principal are allocated by and between Agency and Client for the disbursement of monies collected shall not alter or modify the application of payments as provided by applicable law for payment by a debtor to a creditor for the referred account.

**3.11** Agency acknowledges and agrees that any information it receives about any Accountholder which it may have access to or possess by virtue of this Agreement, may be used only in connection with the performance of Services and duties by it under this Agreement and may not be used for any other purpose, nor disclosed to any third party (except as otherwise permitted by law or this Agreement), without the prior written consent of Client unless required by applicable law. If Agency receives a lawfully issued subpoena or court order for such records, it shall notify Client and (to the extent allowed by Governmental Authorities) allow Client a reasonable amount of time to take such action as Client shall deem appropriate or required by law. Agency

provides the following assurances to Client in accordance with applicable laws: (i) Agency will use or further disclose records only as permitted by this Agreement or required by Law, and Agency will establish appropriate safeguards designed to prevent access, use or further disclosure of records, except as permitted by this Agreement or required by law; (ii) Agency will report any access, use or disclosure of records to Client that is not permitted under the Agreement, as Agency becomes aware of such un-permitted access, use or disclosure.

**3.12** Agency shall have no obligation to file a claim on behalf of Client on any bankruptcy Account or where a debtor is deceased. Agency may simply close the Account and update the status on the Account to reflect bankruptcy or deceased, as the case may be. It is Client's sole responsibility to act by filing a proof of claim (or the like) in order to preserve Client's rights, if any, upon bankruptcy of any Account or where a debtor is deceased. Client may request Agency in writing to prepare and file a proof of claim on Client's behalf where Accountholder filed bankruptcy. Agency shall charge Client, and Client shall pay Agency, a flat fee of \$95.00 for each bankruptcy proof of claim requested by Client for Agency to file. Fees for filing a claim against a decedent's estate vary based on jurisdiction. Client may request a quote from Agency on filing a claim against a decedent's estate.

**3.13** Agency is not responsible for retaining any Account (or related documents and information) after it is closed by Agency. It is Client's sole responsibility to maintain records of information and documents from Agency during the term of services hereunder. Agency is not a storage, backup, or cloud service provider. Agency does not maintain records beyond its internal retention policy which is changed from time to time at Agency's sole discretion. Client may request copies of documents and information sent to Agency by Client to the extent they are available to Agency. Agency is not obligated and shall not deliver any work product to Client following termination of services hereunder. During the term of services, Agency, at its sole discretion, may either make status information available online through Agency's Client Portal or deliver such system-generated reports via email. Client may request, and Agency may agree to provide custom or ad hoc reports at Client's request, pursuant to Section 3.15.

**3.14** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY STATEMENT OF WORK, AGENCY MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. Agency shall not be liable for consequential damages of any kind, whether as a result of a loss by the Client, a loss related (directly or indirectly) to the acts or omissions of any third party in the performance of Services or otherwise, of present or prospective profits, anticipated sales, expenditures, investments, commitments made in connection with this Agreement, or on account of any other reason or cause whatsoever. If for any reason this Section 3.14 is found unlawful or unenforceable by a court of competent jurisdiction, Agency's maximum liability shall not exceed that of compensation actually paid by Client to Agency during the 3 months preceding the date of loss by Client.

**3.15** Custom Reports, Applications and Other Services. Client may from time-to-time request Agency to develop custom reports, applications related to Services or perform other services or work not specified under related SOW(s). Agency is not obligated to perform any additional work or services, unless expressly provided for under applicable SOW(s). However, Agency may choose to accept additional work or services, at Client's request, and charge Client for the same in accordance with the terms hereunder. Unless otherwise provided hereunder, or under applicable SOW(s), Agency shall charge Client, and client shall pay Agency, for all work and services requested that are not detailed under applicable SOW(s) at a rate of \$95.00 per hour. Agency shall invoice Client for such work or services on a monthly basis and offset such invoices against remittances, if available. Otherwise, Agency shall invoice Client and Client shall pay Agency for such work and/or services, due on receipt, following the date of such invoice(s).

#### **4. Responsibilities of Client.**

**4.1** Client may, but is not obligated to, periodically assign on a non-exclusive basis, Accounts to Agency for collection. For the avoidance of doubt, *non-exclusive basis*, as used herein, does not permit Client to place the same Account with more than one collection agency at the same time. Placing the same Account with more than one collection agency concurrently is a material breach of this Agreement. Agency agrees to provide the Services described in this Agreement with respect to such Accounts according to the terms of this Agreement. Notwithstanding the foregoing, Client represents that all Accounts placed with Agency have not been placed with any other collection agency previously, unless Client specifically advises Agency in writing of the prior placement. Client further warrants and represents that all Accounts placed with Agency have not, and will not, be placed with another collection agency concurrently with Client's placement of Account(s) with Agency.

**4.2** Client agrees that referral of accounts to Agency will be done in compliance with all applicable Federal, State and Local laws, rules and regulations and that all debts referred to Agency are contractually valid, due and owing, and not barred by the applicable statute of limitations. Specifically, Client represents and warrants to the extent commercially feasible that any and all information concerning Accounts provided to Agency shall be accurate, complete and error free and shall include information regarding all instances in which Accounts have been disputed, in which the debtor has made a cease-and-desist collection directive, in which the debtor is attorney-represented, in which debtor is deceased, and in which the debtor is bankrupt. Client shall not refer any Accounts that do not represent a valid, legal receivable. Client shall promptly notify Agency of any inaccuracies or errors in any information provided to the Agency. If Client includes email addresses with Account Information, Client represents and warrants that (1) it has communicated with the Accountholder at the email address provided; (2) Client has the ability to record, track and communicate requests to stop communication via email; and (3) Client shall immediately inform Agency of any request by Accountholder to stop or limit communication via email.

**4.3** Client agrees to work with Agency, to place accounts in a format and transmittal medium that is acceptable to Agency. Client shall cooperate with Agency when placing Accounts with Agency to comply with all laws and regulations related to the collection of debts, in addition to complying with its obligations under this Agreement. Client agrees that it will timely comply with all reasonable requests from Agency including but not limited to the execution of documents, requests for documentation, verification, and approval of any settlement. Client also understands that there are laws applicable to its business that require Client's compliance. Without limitation, laws applicable to Client's business may include the Truth in Lending Act (TILA) of 1968, and as amended ("TILA"); Equal Credit Opportunity Act ("ECOA"); FDCPA and state-law equivalents (e.g., Rosenthal Fair Debt Collection Practices Act); Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (including Unfair, Deceptive, or Abusive Acts or Practices) and as amended, Electronic Fund Transfer Act ("EFTA"); Telephone Consumer Protection Act ("TCPA"); Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as amended; and, any other laws relating to Client's business. Client warrants and represents that it is in compliance with all state and federal laws governing its business.

In addition to Client's compliance obligations noted above, Client specifically agrees to comply with the European Union's General Data Protection Regulation ("GDPR") where applicable. In order to promote compliance with the provisions of the GDPR, Client and Agency have agreed to the terms and conditions stated under Schedule A, *GDPR Security Compliance Agreement Between Cedar Financial and its Clients July 2018* ("GDPR Security Policy"), and as amended from time to time. Client agrees to perform and be bound by all terms and conditions in the GDPR Security Policy (and any amendments thereto) as if such provisions applied to it, and such terms and conditions are incorporated by reference mutatis mutandis, as if set forth at length herein. Agency will notify Client of amendments to its GDPR Security Policy by email or other electronic communication. If Client is unable to comply with any amendment by Agency to the GDPR Security Policy, Client must notify Agency in writing within 3 days. Failure to notify Agency of Client's inability to

comply with the GDPR Security Policy within 3 days constitutes Client's assent to its terms.

**4.4** Client agrees to provide Agency with immediate notification (no longer than 24-hour notice) of all Direct Payments received by the Client on Accounts referred to Agency. Client shall credit the account of Agency for all Direct Payments, following placement of related Account(s) that paid direct to Client.

**4.5** Upon referral of Accounts to Agency, Client will provide Agency with Account Information and an itemization of the specific delinquent amounts due on each referred Account.

**4.6** In the event that Client approves a request for legal action on any account, Client agrees to cooperate with regard to said action, including but not limited to supplying documentation, witnesses, and the timely execution of legal documents as required.

**4.7** An Account placed with Agency by Client may not be placed or sent to another collection agency, unless Client has requested its closure and Agency has confirmed the same in writing. Any breach of this Section 4.7 is a material breach of this Agreement.

**4.8** Account Verification. Client agrees to identify the amounts to be collected and will verify the accuracy of all Accounts (including amounts and dates of default) placed for collection with Agency. In addition to any other representations and warranties contained, Client further warrants (I) the accounts are legally supported by contracts, Client invoices, and file documentation Client generates and maintains in the ordinary course of business; and, (II) that the debt referred is not currently being collected by another entity. Client understands and agrees that any Account amount placed with Agency (including principal, interest, late fees, services fees, fines, other fees, collection fees/costs, and/or attorney's fees) complies with all applicable federal and state laws and regulations.

**4.9** Consumer Verification. Client understands and agrees that Agency may utilize technology to identify consumers that regularly file lawsuits against the debt collection industry. Client further understands and agrees that Accounts placed with Agency by Client that belong to consumers who are identified as likely litigants against the debt collection industry may be returned to Client at the sole discretion of Agency. Client understands and agrees that it will not place with Agency those Accounts returned by other collection agencies if the agency returned the Account because the consumer has sued Client's collection agency or regularly sues participants of the debt collection industry.

**4.10** Cellular Number Consent. Client warrants and represents that it HAS \_\_\_\_\_, or DOES NOT HAVE \_\_\_\_\_, each debtor's consent to call cellular telephone numbers associated with the Account using an Automated Telephone Dialing System, as defined by the Telephone Consumer Protection Act of 1991 (and as amended), 47 U.S.C. § 227. If Client includes cellular telephone numbers with Account Information, Client represents and warrants that (1) it has communicated with the Accountholder at the cellular telephone numbers provided; (2) Client has the ability to record, track and communicate requests to stop communication via cellular telephone numbers; and (3) Client shall immediately inform Agency of any request by Accountholder to stop or limit communication via cellular telephone numbers.

**4.11** Tracing Technology. Client further warrants Client does not utilize skip tracing technology to identify telephone numbers for those Accounts placed for collection with Agency. Therefore, if Client obtains cellular numbers at the time of the service or transaction, Client warrants those applicable telephone numbers were provided by the consumer whose Account was placed for collection. Client will remove any cellular telephone numbers prior to placement with Agency if the consumer, or anyone on the consumer's behalf, has revoked consent to make calls to an applicable cellular telephone number.

**4.12** Consumer Telephone Data. Client warrants that any telephone number provided to Agency was originally provided to Client by the consumer when the consumer was registering to receive services from Client. Additionally, Client warrants any telephone number provided was not located via skip tracing by either Client or a prior collection entity. Client waives any claim or right to indemnity against Agency wherein a consumer alleges a violation of the Telephone Consumer Protection Act.

**4.13** Account Fees. Each Account placed for collection may or may not include principal, interest, late fees, other fees, fines, and/or collection fees. Client hereby warrants that any amount above the principal amount of the Accountholder's obligation is expressly authorized by applicable law and/or a written agreement between the Accountholder and the Client and/or is specifically allowed by applicable law. Client hereby understands and agrees that Client determines Account amount, including the assessment of any amount above the principal. Any communication with an Accountholder by the Client shall correctly and accurately inform the Accountholder of how Client's Accounts are calculated and inform Accountholder(s) that all amounts related to an Account are assessed by the Client.

**4.14** Account Recall. Client agrees to notify Agency if it wishes to recall any placed Accounts. Upon such notice, Agency will close and return the recalled Accounts, subject to the payment of any Compensation due hereunder. Accounts with a current payment plan or promise-to pay (within a reasonable time frame) will remain open until monies are received. Client will pay the contingency fees due to Agency under this Agreement upon closure of Account(s). If Client requests closure of accounts with a current payment plan or marked as promise-to-pay, Agency shall close the same and invoice Client for all fees that would have been realized on the Account had Accountholder fulfilled its payment plan or promise-to-pay. Client shall pay Agency's invoice for fees on Accounts with a payment plan or identified as a promise-to-pay upon receipt.

**4.15** Representations to Consumer. Any communication from Client to a consumer shall accurately inform the consumer about how an Account amount is calculated and inform the consumer that all amounts being collected are determined and assessed by Client in accordance with applicable laws.

**4.16** Consumer Notification. Client agrees to notify Agency at the time an Account is placed if the consumer responsible for the Account has filed bankruptcy, sued the Client, or sued a prior Agency.

**4.17** Client has a duty of good faith and fair dealing with Agency and further understands that Agency is advancing numerous resources, expenses and costs and applying trade secrets that have been developed over several decades of experience for each account placed with Agency. Agency has an expectation of economic return under this Agreement for the aforesaid efforts. Client agrees not to engage in any act that will or may potentially interfere with Agency's prospective economic advantage, which will likely take time to transpire. For the purpose of illustration rather than limitation, acts that interfere with Agency's prospective economic advantage are closure of some, all or substantially all accounts following efforts by agency without just cause (e.g., bankruptcy of the Accountholder); or, closing accounts for the purpose of avoiding Agency's fees under this Agreement.

If not an individual, Client (i) is a corporation, limited liability company or other legal entity, duly organized, authorized and validly existing and in good standing under the laws of the state of organization or incorporation (and any other states, countries and provinces so required by applicable law), and (ii) has full corporate power to operate and conduct its business as currently conducted and to enter into the Agreement.

This Agreement, each SOW and Placement Form, whether submitted online by "click through" (or "click and accept") methods or by other methods, will

be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.

Neither the execution and delivery of this Agreement, SOW or Placement Form by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or Law to which Client is a Party or which is otherwise applicable to Client.

**4.18** Client represents and warrants to Agency that it is not under investigation by regulatory agency or government concerning its business including, but not limited to, the transactions and dealings between Client and Accountholders.

## **5. Credit Reporting,**

**5.1** Unless, otherwise instructed by Client in writing, Agency may provide information on Accounts to one or more credit repositories.

**5.2** Client shall promptly notify Agency of any and all instances in which Accounts have been disputed, either in which the Accountholder has made a cease and desist collection directive, or in which the Accountholder is attorney represented, or in which the Accountholder is bankrupt, or on which the Accountholder has made full or partial payment.

**5.3** Client agrees to provide Agency with the original date of delinquency on each Account placed.

**5.4** Client agrees to indemnify and hold Agency harmless for any information provided to Agency which results in Agency providing inaccurate information to credit bureaus.

## **6. Remittance of Collections.**

**6.1** Agency shall deposit funds received on a daily basis into a general Client Trust Account at an FDIC insured banking institution. Client expressly grants and authorizes Agency the right to endorse on behalf of Client and deposit in Agency's trust account any check, draft or other negotiable instrument received by Agency in payment of a referred account, such right to be used only in connection with Agency's activities hereunder.

**6.2** Agency shall remit to Client the net amount collected by Agency, less its Compensation and any costs advanced on behalf of Client, on all Accounts. Agency will make available, a report reflecting payment activity for each Account.

**6.3** In the event Client desires remittances sent by Agency to Client to be sent via wire transfer (or through other electronic means), Client shall complete Exhibit "C" (Remittance Transfer Information) and pay for all bank fees related to such transfer. Client agrees to hold Agency harmless against any and all claims related to electronic transfer of remittance(s). If Client desires remittances sent by Agency to Client to be sent via special courier or overnight delivery, Client shall pay all related postage costs and expenses. Where a remittance is less than \$250.00, such remittances shall be held in trust until the total remittance exceeds \$250.00. All fees, costs, expenses, damages or liabilities incurred by Agency, which are the responsibility of Client pursuant to the terms of this Agreement, may be deducted or offset from Client's remittance.

**6.4.** Client shall list Balances for Accountholders in United States Dollars. Client is responsible for currency conversions and the accuracy of Balances upon placement with Agency. Agency is not responsible for differences during its remittance cycle due to currency fluctuations. Client shall bear any loss due to changes in currency exchange rates and shall hold Agency harmless of all amounts that represent the deficiency between the Balance on the date of placement and the Balance on the date of remittance (if any). Agency is not required to update Account Balances to reflect current exchange rates. Client shall defend, indemnify, and hold Agency harmless of and against any claim, dispute or demand by an Accountholder claiming the Balance is incorrect due to currency fluctuations.

**6.5** Client acknowledges and agrees that with respect to any amount owed to Agency or other debt which Client owes or may owe to Agency, Agency reserves the right to withhold and offset said amounts from payments from Accountholder(s) of Client. Notice of such withholding and offset, shall be given to Client.

## **7. Compensation.**

**7.1** In consideration for the Services performed by Agency hereunder, Agency shall receive the Compensation as outlined in Exhibit "A". Client acknowledges and agrees that all amounts payable to Agency pursuant to this Agreement shall be payable solely from amounts collected and that in no event shall the Client be liable for any costs or expenses of Agency, except as provided in Section 10 (Indemnification), Section 3.12 (concerning bankruptcy proofs of claim), advanced legal costs, and/or otherwise specifically identified in this Agreement. Agency shall be entitled to Compensation for any and all payments, credits, discounts, or adjustments that result in a reduction of the amount due on the account of Accountholder after initial placement with Agency, regardless of its source, and whether to Agency or to Client. Similarly, Agency shall be entitled to Compensation if Client waives a portion of the balance, accepts anything other than money, or provides value of any kind to the Accountholder. Agency shall also be entitled to Compensation if it discovered that any portion of the Balance, fees or interest on the Account of Accountholder was paid prior to placement with Agency. If Accountholder uses a credit card, debit card or other form of payment whereby Agency is charged a fee due to the form of payment used or because the Accountholder paid via a merchant processing company (e.g., credit card convenience fees), Client shall be responsible for costs incurred by Agency, which shall be deducted from Client's Remittance.

**7.2** Compensation shall be netted from monies received by Agency prior to disbursement by Agency to Client. Should Agency not be in receipt of sufficient monies to deduct its fee, it will submit an invoice to Client for payment. Any invoice submitted to Client is due upon receipt. Any invoice that is not paid within 10 days after receipt shall incur interest at a rate of 1.75% every month it is past due; and, Client, in addition to the amount due for Services, shall pay such interest in addition thereto.

**7.3** With respect to any amount that (i) should be paid to Agency under the Agreement; or (ii) is otherwise payable to Agency pursuant to the Agreement, Agency may deduct the entire amount owed to Agency against amounts owed to Client under the Agreement.

**7.4** In addition to the Compensation set forth above, Agency shall also be entitled to compensation for return of merchandise, tangible things and the like ("Goods"). If Client receives the return of Goods on any Account placed with Agency for Services, Agency shall charge, and Client shall pay, one half (1/2) of the Fees listed under Exhibit "A".

**7.5** Client shall be responsible for any national, state or local sales, use, value added or other tax, tariff, duty or assessment levied or imposed by the United States or any foreign governmental authority arising out of or related to any of the transactions contemplated by this Agreement. Client must pay directly, or reimburse Agency for the amount of such sales, use, value added or other tax, tariff, duty or assessment which Agency is at any time obligated to pay or collect.

**7.6** Client agrees to place Accounts with Agency that contain a minimum Balance that is greater than or equal to \$200.00 (two hundred U.S. Dollars) for each Account. If Client sends Agency any Account for Services with a Balance that is less than \$200.00 (two hundred U.S. Dollars), then Agency may charge a minimum Fee of \$75.00 (seventy-five U.S. Dollars) for each such Account collected that does not meet the minimum Balance requirements hereunder. Client agrees to pay Agency its minimum Fee of \$75.00 (seventy-five U.S. Dollars) for each account paid or settled in full where the Balance, at the time of placement, was less than \$200.00 (two hundred U.S. Dollars).

**8. Insurance.** At all times during the Term, as defined under Section 13 ("Term and Termination"), Agency will maintain insurance coverage of the types and with amounts of coverage reasonably expected of debt collection agencies situated similarly to Agency.

**9. Event of Default.** If any one of the following events ("**Events of Default**") shall occur and be continuing:

**9.1** Any failure by either Party to deliver to the other Party any proceeds or payment required to be so delivered under the terms of this Agreement that shall continue unremedied for a period of five (5) Business Days after the earlier of (i) knowledge by defaulting Party of such failure; or (ii) receipt of written notice by the defaulting Party of such failure from the aggrieved Party;

**9.2** Failure on the part of either Party to observe or to perform in any material respect any other covenants or agreements set forth in this Agreement, which failure shall continue unremedied for a period of thirty (30) days after the date on which written notice of such failure shall have been received by the defaulting Party from the aggrieved Party;

**9.3** A breach of any representation or warranty made in this Agreement that is not cured in all material respects within ten (10) consecutive days after the earlier of (i) receipt of written notice of such breach from the aggrieved Party; or (ii) upon discovery by the Party in breach;

**9.4** A voluntary or involuntary petition for bankruptcy concerning Agency is filed under Title 11 of the United States Code, the Agency makes a general assignment for the benefit of creditors or commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Agency, or a custodian is appointed for, or takes charge of, all or any substantial part of the property of the Agency;

**9.5** Client is found guilty of a crime or in violation of a state or federal law related to its business and such crime or violation is directly or indirectly related to Accounts referred to Agency by Client.

**10. Mutual Indemnification.** Both parties agree to indemnify, defend, and hold harmless each other, their network of licensed affiliates, subsidiaries, parents, partners, vendors, agencies, service providers, attorneys and other professionals, and all of the foregoing persons' and entities' respective officers, directors, owners, subsidiaries, agents, employees, representatives, attorneys, insurers, and successors-in-interest (all of the aforementioned persons and entities are collectively referred to herein as the "Indemnified Parties") from and against any and all liability and costs (including, without limitation, attorneys' fees and costs) incurred by the Indemnified Parties in connection with any claim arising out of (i) any breach or alleged breach by either party of this Agreement in any manner, (ii) any inaccurate information submitted by either party to the other hereunder, (iii) any breach or alleged breach by either party of the other party's rights, (iv) any damage to any third party or violation of law caused by or alleged to have been caused by any of the Indemnified Parties by reason of any act, omission or any breach of any provision of this Agreement by either party, (v) any actions filed or threatened to be filed against any of the Indemnified Parties related to the Services, asserting violations of any laws and/or regulations which govern either party's business, (vi) Events of Default by either party, or (vii) any negligence or willful misconduct of either party. With respect to any circumstance under which either party might be responsible for indemnification under this Agreement, the parties shall consult with each other to give the responsible party a reasonable opportunity to resolve any claim with third parties which might result in such indemnification. The parties shall not settle any claim without each other's prior written consent, which shall not be unreasonably withheld. Provided further, however, that as to any actions by third parties constituting the subject of indemnification under this Section, the responsible party, at its option, may assume and control the defense and settlement of each such action, including employment of counsel and payment of all expenses and liability. The parties shall give each other written notice of any request for indemnification promptly after learning any fact or circumstance which might reasonably result in such a request and provide each other with a reasonable opportunity to defend against the underlying claim or settle or otherwise dispose of the claim. All parties shall cooperate fully as reasonably required in the defense or other disposition of any claim.

#### **11. Confidentiality; Intellectual Property Rights.**

**11.1** "Confidential Information" shall mean any non-public information of a Party including, but not limited to business plans, products, technical data, specifications, documentation, rules and procedures, contracts, presentations, know-how, product plans, business methods, product functionality, services, data, customers, markets, payment, delivery and inspection procedures, designs, drawings, algorithms, formulas, or information related to engineering, marketing, or finance. Information exchanged during the Term of this Agreement shall obtain the benefit of this Confidentiality Clause. The period during which such information must be kept in confidence shall be five (5) years from the date of disclosure. Each Party will keep the other Party's Confidential Information confidential. Specifically, each party receiving Confidential Information agrees not to disclose such Confidential Information except to those directors, officers, employees and agents of such Party (i) who reasonably need to know such information and (ii) who have been informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. Each Party acknowledges that it has all requisite authority under applicable laws to provide the other Party with access to Confidential Information. Each Party receiving Confidential Information further agrees that it will not use such Confidential Information except for the purposes set forth in this Agreement. Each Party receiving Confidential Information shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such Party uses with respect to its own confidential and proprietary information, provided that in any case it shall not use less than the care a reasonable person would use under similar circumstances.

The receiving Party shall promptly notify the disclosing Party in the event the receiving Party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the disclosing Party may reasonably request, at the disclosing Party's expense, in any litigation against any third parties to protect the disclosing Party's rights with respect to the Confidential Information.

Except as otherwise provided by law, neither Party shall disclose the terms of the Agreement to any third party; provided, however, that either Party may

disclose the terms of this Agreement to its professional advisers, or to any potential investor or acquirer of a substantial part of such Party's business (whether by merger, sale or assets, sale of stock or otherwise), provided that such third party is bound by a written agreement or legal duty on such terms at least as strict as those set out in this Section to keep such terms confidential.

Notwithstanding the foregoing, the preceding provisions of this section will not apply to information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is rightfully already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Each Party may disclose Confidential Information to the limited extent necessary: (a) to comply with the order of a court of competent jurisdiction or other governmental body having authority over such Party, provided that the Party making the disclosure pursuant to the order will first have given notice to the other Party and made a reasonable effort to obtain a protective order; (b) to comply with applicable law or regulation requiring such disclosure; or (c) to make such court filings as may be required to establish a Party's rights under this Agreement.

**11.2** All Agency owned or licensed software, that is necessary for the Agency to perform the Services shall be "Agency Software".

**11.3** As between the Parties, Agency will retain all of its right, title and interest in and to the Agency Software. Agency hereby grants to Client a non-exclusive, non-transferable, revocable and fully paid-up license during the Term to use Agency Software for the sole purpose of the Services as required under the Agreement. This license may be terminated at any time by Agency upon written notice to Client.

Client shall comply with the duties, including use and non-disclosure restrictions imposed on Agency and users by the licenses for such Agency Software. In addition, Client will use the Agency Software in compliance with any applicable use restrictions. Unless otherwise stated, Client shall be solely responsible for obtaining, installing, operating and maintaining at its expense any Agency Software, which Agency grants Client access.

Client shall not reproduce, reverse engineer, decompile, deconstruct, copyright, patent or do any act that may have an impact on Agency's ownership rights in Agency Software and other materials provided to Client which may be owned by Agency or any Third Parties.

**11.4** Agency shall own all right, title and interest in and to the work product created hereunder, including all Intellectual Property Rights, any and all technical information, computer or other specifications, documentation, works of authorship or other creative works, ideas, knowledge, know-how or data, written, oral or otherwise expressed, originated by Agency or by one or more of the Agency's representatives as a result of work performed under or in anticipation of the Agreement, or that any way relate to the Services hereunder ("Work Product").

**11.5** Agency hereby grants to Client a fully paid-up, non-exclusive, revocable license to use, display, copy and make derivative works of the Work Product solely for the purpose of providing the Services to Client under the Agreement. However, derivative works created by Client shall be owned by Agency as if the derivative works were "work made for hire" and as such term is defined by United States Copyright Law.

**11.6** In the event (and to the extent) that any derivative works created by Client, or any part or element thereof is found as a matter of law not to be a "work made for hire" within the meaning of the Act, Client hereby irrevocably conveys and assigns (and in the case of work product not yet developed, hereby covenants upon their development to irrevocably convey and assign) to Agency the sole and exclusive right, title and interest in and to all such work product, including all Intellectual Property Rights therein, and all copies of any of them, without further consideration, and agrees to assist Agency to register, and from time to time to enforce, all Intellectual Property Rights and other rights and protections relating to the work product created hereunder in any and all countries.

**11.7** Client shall obtain Agency's prior written consent prior to incorporating any inventions or materials previously made, developed or copyrighted by Agency or others, and not originated or developed hereunder ("Pre-existing Materials") in any of Client's work product.

**11.8** The trademarks, trade names and logos under which the Agency markets its goods or services, together with Agency's and its Network copyrights and know-how (collectively, "Agency Marks") are the sole and exclusive property of the Agency. Client acknowledges and agrees that it does not have, and by reason of the Agreement will not acquire, any license, property right or right to use such Agency Marks.

**11.9** The Parties agree that Agency personnel providing Services on behalf of the Client hereunder shall be permitted to use in the future their knowledge and skills based upon, but not disclose to any Third Party, Residuals. For these purposes, "Residuals" shall mean such general knowledge, know-how and experience, including processes, methods, techniques and concepts developed, conceived or acquired by Agency personnel in connection with the Services as may be retained in the unaided memory of such personnel.

**12. Audit.** Agency shall keep complete and accurate records with respect to the Accounts and all actions taken with respect thereto ("Books and Records"), which Books and Records Agency shall provide Client, or a third party on behalf of Client, with limited access to inspect, audit, and/or review upon Client's reasonable request during normal business hours upon three (3) days written notice to Agency. Client shall not audit Agency more than twice during any calendar year. Agency shall have the same rights to audit Client's Books and Records for the purposes of determining any unreported Direct Payments and/or compensation provided for hereunder, but only with regard to the Accounts assigned to Agency.

### **13. Term and Termination:**

**13.1** This Agreement shall be in effect for an "Initial Term" of one (1) year. Thereafter the Agreement will automatically renew for one (1) additional one (1) year period ("Renewal Term") unless either Party notifies the other Party of its intent to terminate at least sixty (60) days before the end of the term. Following the Renewal Term, the term of this Agreement will continue on a month-to-month basis unless otherwise terminated by either Party with thirty (30) days advance written notice.

**13.2** Notwithstanding the foregoing, this Agreement may be terminated by either party, during the initial Term and any renewal Term, for the following reasons: (1) upon the material breach of this Agreement which breach is not cured by the breaching party within ten (10) days after receiving written notice from the other of the such breach; (2) upon any of the Events of Default which is not cured by the defaulting Party within ten (10) days after receiving written notice from the non-defaulting Party of the such default; or (3) the other party's bankruptcy, insolvency, assignment of assets for the benefit of creditors.

**13.3** Upon such termination the Agency shall immediately cease all activity pursuant to this Agreement and accounts referred to Agency will be immediately closed and returned to Client, unless otherwise agreed upon by Client. Notwithstanding the foregoing, and in the event that the termination is not due to a material breach by Agency of any provision of this agreement, Agency may retain Accounts that have an existing promise to pay, are making payment(s),

or are in litigation or Judgment. Agency will continue to use its best effort to provide Services on those Accounts which are excluded from the return, will continue to report and remit collections received on such Accounts, and will be entitled to commissions on Services in the same manner and amount as are provided in this Agreement. Client may request, at its option, immediate closure of all Accounts with an existing promise to pay or active payment plan; provided, however, Client shall immediately pay the full amount of compensation Agency would have realized from Accountholder's promise to pay or completed payment plan.

**13.4** No termination of this Agreement relieves Client or Agency from their obligations, which have accrued prior to the effective date of termination, or by their nature are intended to survive the termination of this Agreement.

**13.5** Upon termination, Client shall pay Agency any fees regarding amounts which have already been collected by Agency hereunder at the time of such termination.

#### **14. Licenses; Legal; Agency's Network; Third-Party Agreements.**

**14.1** Agency warrants it or its subsidiaries, parent, affiliates, partners, successors or assigns will maintain a current license and bond per state requirements. Agency has developed a vast network of licensed affiliates, subsidiaries, parents, partners, vendors, agencies, service providers, attorneys and other professionals that Agency utilizes in for the services hereunder (the "Network"). If an Accountholder is in a state, country or locale where licensing and/or bonding is required and the Agency is not licensed and/or bonded in that state, the Agency may forward accounts to others within its Network on behalf of the Client at no additional expense to Client. Under such circumstances all of Agency's rights hereunder shall inure to the benefit of Network.

**14.2** All Accounts for which Client has approved litigation, shall be forwarded to an attorney, duly licensed to initiate and pursue litigation in the jurisdiction where the legal action is to be commenced. Client shall advance all costs of litigation including but not limited to any and all filing fees, costs of service, Sheriff's fees, etc. Agency shall be entitled to an increased fee as detailed on Exhibit "A".

**14.3** Agency's Network is confidential and proprietary information and is considered Agency's trade secret. Agency shall utilize its Network to perform the services hereunder. Agency has, or will, obtain assurances from each person or entity within its Network sufficient to enable Agency to comply with the provisions of this Agreement. To the extent Client receives payment and pays Agency its compensation in accordance with the terms hereunder, or where Agency receives payment and credits the Account(s) of Client, and Agency has actually subcontracted certain services on such Account(s) to its Network, Agency will be responsible for the payment of fees due to Agency's Network related to the Client's Account(s).

**14.4** "Third Party Agreements" are agreements (if any) between Agency and a Third Party or Agency's Network that are necessary for a provision of Services for which Agency retains both financial and management responsibility. Agency shall obtain in each such Third Party Agreement provisions enabling Agency to meet its obligations set forth hereunder.

#### **15. Miscellaneous.**

**15.1 Relationship of the Parties.** The relationship between Client and Agency shall not be construed as a joint venture, partnership or principal-agent relationship, and under no circumstances shall any of the employees of one Party be deemed to be employees of the other Party for any purpose. This Agreement shall not be construed as authority for either Party to act for the other in any agency or any other capacity, except as expressly set forth in this Agreement.

**15.2 Notices:** (a) Any notice required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) upon hand delivery, (ii) on the third day following delivery to the U.S. Postal Service as certified mail, return receipt requested and postage prepaid, (iii) on the first day following delivery to a recognized overnight courier service, fee prepaid and return receipt or other confirmation of delivery requested, (iv) upon confirmation of receipt by the party to receive such notice, of a fax sent to the fax number of such party, or (v) upon confirmation of receipt by the party to receive such notice, of an e-mail sent to the e-mail address of such party.

(b) Any such notice shall be delivered or sent to a party at its address, or e-mail address as set forth beneath its signature on this Agreement, or to such other address or fax number as may be designated by a party in a notice given to the other from time to time in accordance with the terms of this paragraph.

<b>To Company:</b>	<b>To Client:</b>
Cedar Financial	Ocampo Wiseman Law
5230 Las Virgenes Rd. Suite 210	5450 W. Sahara Ave, Suite 330,
Calabasas, CA 91302	Las Vegas, Nevada 89146, US

**15.3 Assignment.** This Agreement will be binding upon and inure to the benefit of each of the Parties, their successors and assigns. Agency may assign this Agreement or assign its rights or delegate its duties hereunder, without the prior consent of Client. Client may assign this Agreement or assign its rights or delegate its duties hereunder, with the prior express consent of Agency. Assignments in connection with a merger, sale of all or substantially all of a Party's assets or other form of corporate reorganization of that Party are expressly permitted by either Party. Any purported assignment in violation of this Section will be without force or effect.

**15.4 Modification.** No change to this Agreement shall be valid unless in writing and signed by authorized representatives of both Parties.

**15.5 Governing Law; Jurisdiction; Class Waiver.** This Agreement will be governed by the laws of the State of California without regard to its conflicts of law provisions. In the event that Client does not do business within the United States, Client and Agency agree that Arbitration may be had by each Party participating in a collaborative Arbitration in the Country of its residence. If there is not such Arbitration and/or the Client does business located in the United States, Judicial proceedings regarding any matter arising under the terms of this Agreement shall be brought solely in the state or federal courts of the State of California. Notwithstanding the requirement to arbitrate hereunder, Agency may bring judicial proceedings in state and federal



courts in the State of California to recover its compensation, fees, and any other amounts due from Client to Agency under this Agreement. Each Party hereby knowingly, voluntarily and intentionally waives, to the fullest extent permitted by applicable law, the right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. To the fullest extent permitted by applicable law, the Parties agree not to bring any disputes between each other on a collective or class basis; rather, the parties agree to bring such disputes on an individual basis only. If Client is a resident of a country outside the boundaries of the United States with its principal place of business in its country of residence, and Client's country of residence and principal place of business accepted the terms of the Hague Convention relating to service of process, then to the maximum extent permitted by applicable law, Client expressly agrees to accept service of process by mail from Agency at its principal place of business.

**15.6 Severability.** If any provision of this Agreement shall be or becomes wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent that its legal and valid and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

**15.7 Facsimile, Electronic Signature and Counterparts.** This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. Facsimile or electronic signatures shall be binding and effective and shall have the same force and effect as original signatures.

**15.8 Force Majeure.** To the extent that either party's performance under this agreement is prevented or delayed, either totally or in part, for reasons beyond that party's control such as an act of God, war, or government authority, a labor strike or labor dispute, terrorism, a pandemic or epidemic, a government lockdown or quarantine order, a travel ban, a fire, flood, or other natural disaster, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.

**15.9 Entire Agreement.** This is the entire Agreement between the parties, including any attached SOW, Placement Form, addenda, exhibits and schedules with respect to its subject matter, and any previous or contemporaneous understanding is merged herein.

**15.10 Confidentiality.** The terms and conditions of this Agreement are absolutely confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.

**15.11 Attorney's Fees.** If Agency resorts to a contract action or arbitration to enforce or recover payment of fees, costs, commissions or Compensation due by Client to Agency, as described under Section 7 ("Compensation") of this Agreement, or damages or liabilities incurred as a result of Services hereunder or due to an act or omission by Client for which Client is obligated to reimburse Agency, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief to which that Party may be entitled.

**15.12 No Construction against Drafter(s).** The Parties represent and warrant that they have been represented by counsel and have cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, the same shall not be construed for or against any particular Party, but rather the Agreement is to be construed to implement the intent of the Parties. No Party is deemed the drafter of this Agreement for purposes of its construction.

**15.13 Further Documents.** The Parties shall promptly cooperate to execute any further documents necessary to effectuate the intent of the Parties as set forth in this Agreement.

**15.14 Authorization.** The undersigned, by their signatures, represents and warrants that he or she has the necessary authority to bind the respective entity for which he or she is signing; and that he or she has read this Agreement in its entirety, and had the opportunity to consult with his or her own counsel before signing. Each corporate party to this Agreement, represents and warrants that the person executing this Agreement on its behalf has the authority to execute this Agreement on such corporation's behalf.

**15.15 Headings.** The headings in this Agreement are for information and organization only and are not deemed substantive terms of this Agreement.

**15.16 No Guarantees.** Client is purchasing a service rather than a product. A service renders benefits; however, those benefits may or may not be tangible. The purpose for purchasing services is to solve a problem or accomplish a desired result. Even though a service may be provided, the ultimate desired result may or may not occur. Client understands that, particularly with respect to debt-collection services, Agency cannot guarantee any expected outcome or conclusion of any matter due to numerous and complicated factors which exist with most Accounts. Accordingly, while Agency will always endeavor to use best efforts in resolving Accounts, Agency cannot guarantee a favorable outcome in any matter.

**15.17 Remedies.** Agency may seek all remedies available to it under law and in equity including injunctive relief in the form of specific performance to enforce the Agreement and/or actions for damages.

 <b>Company:</b> Cedar Holdings International, Inc. <b>By:</b> <u>Christopher Walcher</u> <b>Print:</b> <u>Christopher Walcher</u> <b>Title:</b> <u>Sr. Director of Business Development</u> <b>Date:</b> <u>12/05/2023</u>	<b>Client:</b> <u>Sarah Ocampo Wiseman Law</u> <b>By:</b> _____ <b>Print:</b> <u>Sarah Ocampo</u> <b>Title:</b> <u>Member</u> <b>Date:</b> <u>12/04/2023</u>
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**Exhibit A**  
**Form of Statement of Work**

**1. INTRODUCTION**

This Statement of Work is effective as of **12/04/2023** (the "Execution Date"), and is made by **Ocampo Wiseman Law** ("Client") and Cedar Holdings International Inc. ("Agency"). This "Statement of Work" and its Schedules are incorporated into that certain Agreement dated **12/04/2023**, between Client and Agency ("Agreement"). The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or are in conflict with the Agreement are set forth in the "Deviations from Terms of the Agreement" Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Agreement, the provisions of Section 2.3 of the Agreement shall control such conflict.

**2. DEFINITIONS**

Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.

**3. SERVICES, CHARGES AND CREDITS**

**3.1 Services**

Agency will provide to the Client the Services, which consists of debt collection services in the United States and abroad, in accordance with the Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). Debt collection services means making attempts at collecting valid and owing Accounts in our own name by telephone, mail, and electronic means, to the extent it's permissible.

Agency shall enter Account(s) referred to our office for collections by Client. Account(s) will be available for viewing at Client Portal, which shall confirm Client's placement of Account(s). Client shall have access to view status of Account(s) by visiting Client Portal. Agency shall remit net payments to Client monthly and Client shall have access to view a summary report of such payments as Client Portal.

Agency will maintain a log of our collection activity. Agency may utilize outsourced services or contracted technological services, when appropriate and at our own risk, to improve our performance of services. Agency perform scrubs, skip tracing and asset searches as part of our collection activity. Where applicable, Agency will qualify accounts Agency believe are suitable for legal collections and request Client's permission to pursue an Account by legal action.

**3.2 Charges, Fees & Commissions**

Based on a percentage of the amount collected by the AGENCY for the CLIENT, the commission structure will be as follows:

**All Rates Are Contingent**

- 25% on all Domestic U.S. Accounts assigned under 1-year delinquent (pre-legal);
- 30% on all Domestic U.S. Accounts assigned over 1-year delinquent (pre-legal);
- 30% on all International Accounts assigned under 1-year delinquent (pre-legal);
- 35% on all International Accounts assigned over 1-year delinquent (pre-legal);
- 40% on all skip trace Accounts assigned; and
- 40% on all legal Accounts assigned;

Contingency rates above are due on all accounts collected, whether paid directly to creditor or to Agency, or on accounts withdrawn after our demand has been made. A three percent (3%) fee will be charged to Client on each credit card transaction processed and posted on your monthly remittance statements(s). The transaction fee for all other transactions (excluding credit cards) are one and one-half percent (1.5%) of the transaction. The transaction fee(s) are charged to Client and offset by the remittance balance due to Client.

### **3.3 Service Facilities**

The Facilities from which Agency will perform the Services are set forth below:

Agency's headquarters and the offices of its Network.

## **4. TERM/COMMENCEMENT DATE/SURVIVAL/RENEWAL**

### **4.1 Term and Commencement Date**

The term of this Statement of Work shall begin on the Execution Date and shall continue for twelve (12) full calendar months thereafter.

### **4.2 Renewal**

Sixty (60) days prior to the expiration date of this Statement of Work or any agreed upon extension thereof, or such earlier date requested by Client, Agency will deliver to Client a proposal for the extension of the Statement of Work Term (the "Renewal Proposal"). The Renewal Proposal will provide Client with sufficient detail to allow Client to make an informed decision as to whether to extend the Statement of Work Term. Client will provide Agency notice at least sixty (60) days prior to the expiration date of this Statement of Work as to whether Client desires to extend the Statement of Work Term. If Client indicates in such notice that it does not desire to extend the Statement of Work Term, the Statement of Work will expire on the Statement of Work Expiration Date. If Client indicates in such notice that it desires to extend the Statement of Work Term, the Parties will negotiate in good faith the terms and conditions applicable to, and the duration of, such extension. Notwithstanding the foregoing, Client's placement of Account(s) and Agency's acknowledgment of the same shall extend this Statement of Work through to the end of Services performed on such Account(s) by Agency and Agency closes such accounts and reports the same to Client.

**CLIENT INITIAL:** \_\_\_\_\_

## **SCHEDULES**

### **Table of Schedules**

<b>Schedule</b>	<b>Title</b>
A	GDPR Security Compliance Agreement Between Cedar Financial and its Clients (July 2018)
B	Deviations from Terms of Agreement

## **SCHEDULE B**

### **Deviations from Terms of Agreement**

1. [Deviation 1.]
2. [Deviation 2.]

Exhibit "B"  
Settlement Authorization

This Settlement Authorization (Exhibit "B") is effective as of [insert date] (the "Execution Date"), and is made by [insert name of client] ("Client") and Cedar Holdings International Inc. ("Agency"). This Exhibit "B" is incorporated into that certain Agreement dated [insert date], between Client and Agency ("Agreement"). The terms and conditions that are specific to this Exhibit "B" are set forth herein.

Settlement campaigns have the potential to improve success on collections by offering a discount on the balance owed. Agency runs settlement campaigns on a regular basis for participating clients to increase success and collections on accounts. By signing below, Client chooses to participate in Agency's settlement campaigns and agrees to the following blanket settlement rates to resolve its Account(s) for less than their principal sum assigned to Agency.

- For Account(s) between 120 and 365 days from charge date (date debt became due): 20% discount off principal balance.
- For Account(s) between 1 and 2 years from charge date (date debt became due): 40% discount off principal balance.
- For Account(s) > 2 years from charge date (date debt became due): 50% discount off principal balance.

Client:

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Title: \_\_\_\_\_

Exhibit "C"  
Remittance Transfer Information