



## **FEE AGREEMENT**

\_\_\_\_\_, hereinafter (“Client”) hereby agrees to retain, (CBC FINANCIAL LLC) under the following terms and conditions:

CBC FINANCIAL LLC hereinafter (“Legal Collect”) will institute collection action on all past due accounts which Client elects to refer to Legal Collects. These activities include but are not limited to written and telephone contact, skip-tracing and private investigation and asset searching as well as potential lawsuit determination.

1. The contingency fee structure will be as follows: Client agrees to pay to Legal Collects:
  - a. Twenty-five percent (25%) of all gross amounts collected on past due accounts by Legal Collects within one (1) year of the date of goods sold or services provided, referred to Legal Collects, from the date of this agreement. If litigation is expressly authorized by the Client, the Fee will increase to Forty (40%) percent of all gross amounts collected by Legal Collects.
  - b. Forty percent (40%) of all gross amounts collected by Legal Collects on past due accounts that remain unpaid more than one (1) year of the date of goods sold or services provided, referred to Legal Collects, from the date of this agreement. If litigation is expressly authorized by the Client, the Fee will remain (40%) Forty percent of all recovery.
  - c. Notwithstanding the previous paragraph, any account that was first referred to a third party, including but not limited to a law firm separately employed by the Client or a collection agency (a “Second Placement”) will be subject to a forty percent (40%) contingency fee.

- d. Any claim Legal Collects agrees to process that is under \$1,000 in total amount owed will be subject to a 50% contingency fee.
- e. Any claim Legal Collects agrees to process against a debtor located outside of the United States of America or Canada will be subject to a 40% contingency fee.
- f. In the event legal escalation and/or litigation is required to collect on a Claim, Client authorizes Legal Collects to retain a member of the Legal Collects Legal Network to pursue such litigation on Client's behalf. Notwithstanding the forgoing, any and all communication related to legal escalation and/or litigation shall be directly between Client and Legal Collects.

Client will advance all court costs prior to lawsuit preparation if Client authorizes suit. It is also understood and agreed to by the parties that where litigation is commenced on a past due account, and upon prior approval, Client will be ultimately responsible for all court costs and expenses. These expenses include but are not limited to post-judgement garnishments, depositions, and asset searches. If debtor decides to countersue for any reason, Client will be responsible for hourly attorney fees to defend countersuit. Court costs and expenses can vary for lawsuits outside of the United States.

- g. Client agrees to a Five-Hundred Dollar (\$500) per account finder's fee if discovers that an account placed with Legal Collects was in fact paid to Client prior to placement and prior to Legal Collects involvement (a "Finder's Fee").
  - h. On any return or trade of product, services, merchandise or equipment related to submitted accounts, Client agrees to pay Legal Collects contingency fees per the agreed market salvage value of said product, services, merchandise or equipment.
2. Legal Collects agrees to coordinate all collection activity for the past due accounts Client refers to Legal Collects and report to Client detailed accountings of all referred past due accounts, court costs, and expenses incurred as well as routine status reports. Client agrees to immediately inform

Legal Collects of all monies received directly from referred past due accounts and to report to Legal Collects so Legal Collects can provide an invoice for the gross fees and total collections achieved. If Client fails to inform Legal Collects of any received payments within seven (7) days, and Legal Collects has evidence of payment from Client's Debtor, Legal Collects has the right to charge the full fee for the believed payment. Fees are due within ten (10) days of receipt of invoice by Client.

3. Client authorizes Legal Collects to hold the gross amounts collected in escrow to deposit all funds collected on Client's behalf. In lieu of gross collections, Legal Collects will net remit to the Client after deducting for its fees and sending Client a reconciliation sheet showing all gross amounts collected, details on each collection achieved, applicable fees, and net remittance totals. Any outstanding invoices owed by the Client, can be offset by debtor payments to Legal Collects.
4. Client hereby acknowledges and agrees that the contingency fee occurs upon placement, receipt and acknowledgement of claim by Legal Collects. Please note that once a claim has been submitted, it cannot be retracted and Client will be responsible for any and all fees on paid amounts if the debtor decides to bypass Legal Collects and go directly to Client. Client agrees to direct all Debtor communication to Legal Collects and promptly share any attempts of Debtor to contact Client privately. Client should make best efforts not to interfere with Legal Collects collection process, unless agreed in writing by both parties.
5. Legal Collects shall fully cooperate with the agents, employees and attorneys of Client. Legal Collects agrees to indemnify and hold the Client harmless against any and all liability, cost and expenses including attorney's fees, occasioned by claims or suits for loss or damages arising out of the acts or omissions of Legal Collects or its attorneys in its network and all agents, contractors, servants or employees of Legal Collects during the term of this Agreement. Legal Collects will not incur any expenses without the written approval of the Client. Client shall not be held liable for any consequential, indirect, or punitive damage

And/or loss of profit or data, including but not limited to negligence Claims.

6. Client agrees to indemnify and hold Legal Collects harmless against any and all liability, cost and expenses including attorney fees, occasioned by claims or suits for loss or damages arising out of the acts or omissions of the agents, contractors, servants, or employees of Client as to the incorrect identification of any obligor or as to the incorrect description of the status of any assigned account. Legal Collects shall not be held liable for any consequential, indirect, or punitive damage and/or loss of profit or data, including but not limited to negligence claims.
7. The parties acknowledge and agree that this Agreement shall be binding for a period of one (1) Year that will automatically renew on contract date unless modified by either party in writing, at the discretion of both parties. Each party, upon written notice, may terminate this Agreement with thirty (30) days prior notice.
8. Any matters pending at the time this Agreement is terminated shall be handled to completion by Legal Collects unless Client instructs otherwise. Matters pending include any open accounts that Legal Collects has not closed or accounts in legal status. Furthermore, if this Agreement is terminated, all commissions and outstanding fees will be paid according to the terms of this Agreement including but not limited to any payment plans, negotiations, or promise to pay by any Debtor to the Client.
9. Client agrees that Legal Collects reserves the right to report relevant collection data stemming from this Agreement to third parties, including but not limited to credit bureaus and credit agencies. Legal Collects agrees that Client data shall be anonymized such that Client name shall not be identified as the direct source of such data.
10. Nothing herein shall be construed to require Client to refer any matters to Legal Collects.
11. This Agreement can be modified only upon written agreement of the parties.
12. This Agreement shall be construed according to the laws of the State of Florida and Client

Agrees to the venue for any dispute between said parties to be Pinellas County, FL.

13. In the event a dispute shall arise between the parties to this agreement, it is hereby agreed that the dispute shall be referred to United States Arbitration & Mediation for arbitration in accordance with United States Arbitration & Mediation Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

14. In case of default by Client of the above-mentioned provisions, Legal Collects will charge the maximum legal interest rate applicable per month for any outstanding invoices. Client shall be liable for all costs of collection, including but not limited to reasonable attorneys' fees and any other expenses incurred in the process of collecting the overdue amount.

15. This Agreement sets forth the entire Agreement between the parties and shall supersede all prior written or oral understandings between the parties concerning the subject matter of this Agreement.

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

Signature: \_\_\_\_\_

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

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

*By signing this agreement, you are certifying you are an authorized representative to sign on behalf of your Company.*

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

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

Designation: \_\_\_\_\_

Your Email: \_\_\_\_\_