

G & D Collection Group, Inc.

Customer Service Agreement

THIS IS AN AGREEMENT (the "Agreement") with (client name) dated (m/d/y) and immediately effective, by and between **G & D Collection Group, Inc.** (hereinafter referred to as "Agency"), and (client name) (hereinafter referred to as "Client").

1. Engagement.

WHEREAS, **G & D Collection Group, Inc.** (the "Agency"), agrees to render services to (client name) (the "Client"). Each account forwarded by Client shall be deemed transferred and sent to Agency for collection effective (yet to be determine) subject to the following terms, conditions and provisions:

NOW THEREFORE, in consideration of the foregoing, and the engagement of business between The Agency and The Client, and the mutual agreements hereinafter set forth, the adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

2. Duty.

WHEREAS, The Client shall, during the term of this agreement, transfer certain accounts to The Agency for collection. The Client agrees not to transfer any placed account to any other collection company while the account is in The Agency's possession.

WHEREAS, The Agency shall use reasonable effort to effect collection of accounts referred to it by The Client. Unless otherwise instructed by The Client, all collection effort shall be conducted in The Agency's name and The Agency agrees that it shall comply with all provisions of the Fair Debt Collections Practices Act and applicable statutes with regard to consumer and commercial debt. The Agency will abide by the code of ethics as set out in the International Association of Commercial Collections.

3. Payment.

WHEREAS, Debtors will make payments directly to Clients and/or Agency. The Client understands and agrees that full commissions are due and payable to The Agency.

WHEREAS, Payment of any costs advanced or fees due to The Agency for services rendered on behalf of The Client shall be due upon receipt of invoices.

4. Agreement.

NOW THEREFORE, The Agency hereby agrees to indemnify The Client and hold The Client harmless from and against all damage, cost, loss and expense, including reasonable attorney's fees, directly resulting from The Agency's performance under this contract; provided, however, that The Client hereby warrants and guarantees that the information furnished to The Agency regarding the identity of the debtor, any information about the debtor, the debtor's eligibility for repayment exemption, the balance of the account and the payments and credits due shall be accurate. The Agency shall have no obligation to indemnify or hold The Client harmless from and against all damage, cost, loss and expense, including reasonable attorney's fees resulting from errors in information to be furnished by The Client to The Agency. The indemnities provided for herein shall survive the termination of this agreement. The Agency hereby expressly disclaims responsibility for any other damages whether special, incidental, or consequential.

FURTHERMORE, The Agency shall maintain and hold all information pertaining to The Client's

_____ (The "Client" Initial) _____ (The "Agency" Initial)

accounts, records, and any and all other information pertaining to The Client in utmost confidence. Under no circumstances shall The Agency disclose any information to any source or entity outside the scope of The Agency's personnel for resolving accounts on behalf of The Client. The Client shall also, hold and maintain The Agency's information and records with likewise confidence and disclosure guidelines, as directed by applicable legal statutes and commercial code of ethics.

NOW THEREFORE, Either party may terminate this agreement at any time with 30 days prior written notice.

WHEREAS, Upon termination of this agreement or upon The Client's request, the unpaid balance of any account transferred to The Agency hereunder will be promptly cancelled and returned to The Client. However, as compensation for The Agency's efforts and expenditures on behalf of The Client, The Agency shall be entitled to receive commission on debtor accounts as follows:

5. Certain Definitions.

The Agency shall be paid its normal commission on all collections received by either The Client or The Agency for a period of thirty (30) business days following the date of the recall of an account or termination of this agreement.

The Agency shall retain possession of accounts on term payment plans in order to receive commission on all payments made pursuant to such plans.

The Agency shall retain possession of accounts, which have been referred to an attorney in order to receive its commission on any collections, which may be realized.

WHEREAS, The Client will give 100% credit for all merchandise returned for purposes of calculating fee due G & D Collection Group, Inc..

WHEREAS, Each party shall maintain true and correct records pertaining to the accounts that are subject to this agreement. Each party, upon request shall have the right to audit sufficiently to verify the accounting of all funds and the accuracy and appropriateness of all changes.

6. Miscellaneous.

WHEREAS, The Client hereby authorizes The Agency to select an attorney to institute legal action on behalf of The Client. The Agency and/or Attorney shall not institute legal proceedings on behalf of The Client without the expressed written authorization of The Client.

WHEREAS, The Client agrees to pay all sales, use, or similar taxes applicable to the collection services rendered by The Agency.

IN CONSIDERATION, for the collection effort of The Agency, The Client agrees to pay a

- 18% contingency fee for accounts less than 3 months,
- 25% contingency fee for accounts 3 months to 1 year,
- 30% contingency fee for accounts 1 to 3 years,
- 40% contingency fee for accounts 3 to 5 years,
- 50% contingency fee for accounts over 5 years.
- 35% contingency fee for accounts under \$1,000.00

_____ (The "Client" Initial) _____ (The "Agency" Initial)

7. Cancellation

A Cancellation Fee will be charged on any account that is inappropriately cancelled or due to interference from The Client once G & D Collection Group, Inc. has been retained. Cancellation Fee will be full fee or 15% of balance. Waiver of Cancellation Fees will be waived based upon just cause at the sole discretion of G & D Collection Group, Inc.

IN WITNESS THEREOF, This agreement is inclusive of the below listed Addendum/Addenda, which are incorporated hereby reference:

- (a) Collection Services, Addendum dated Not applicable
- (b) Asset & Liability Searches, Addendum dated Not applicable
- (c) Other, Addendum dated Not applicable

IN WITNESS THEREOF, This agreement supersedes and replaces any and all prior agreements, understandings, or arrangements, whether written or verbal, and may be modified, amended, or terminated only in writing duly signed by the parties herein.

THEREFORE, The term of engagement of The Agency by The Client hereunder shall commence upon the execution of this Agreement and shall be perpetual.

Client

G & D Collection Group, Inc.

(The "Client")

(The "Agency")

Company Officer

Company Officer

Authorized Signature Date

Authorized Signature Date

Title

Title

Street Address

P.O. Box 9558
Street Address

City State Zip

Wilmington DE 19809
City State Zip

_____ (The "Client" Initial) _____ (The "Agency" Initial)