

Account Information Management, Corp.
(A. I. M., Corp.)



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AGREEMENT FOR COLLECTION SERVICES

AGREEMENT, made this ____ day of _____, 20__ between (name) _____
(hereinafter referred to as 'CREDITOR'), whose principal place of business is (address) _____

and **Account Information Management, Corp.** (hereinafter referred to as 'AGENCY'), whose principal place of business is 2020 Fairgrounds Rd., Suite 204, Casper, WY 82604.

WITNESSETH:

WHEREAS, CREDITOR desires from time to time during the term of the Agreement, to submit to AGENCY for collection certain claims, accounts or other evidence of indebtedness (hereafter called 'Claims'), and

WHEREAS, AGENCY desires to provide CREDITOR with collection services with respect to said Claims.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. AGENCY agrees that all activities of AGENCY shall be carried out in compliance with applicable Federal, State and Local Laws.
2. CREDITOR hereby warrants that all Claims forwarded to AGENCY will be valid and legally enforceable debts, and that CREDITOR will, both before and after forwarding said Claims, comply with all applicable Federal, State and Local Laws with respect thereto. Further, CREDITOR agrees to provide, whenever requested to do so by AGENCY a written verification of Claim, a copy of the judgment, if any, on which Claim is based, the name and address of the person or entity to whom the debt was originally owed, if different from the CREDITOR. CREDITOR also agrees that any account assigned to AGENCY is not listed with any other collection agency.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. In the event that any legal proceedings are instituted concerning the interpretation or enforcement of this Agreement, venue over all such proceedings shall be vested in a court of competent jurisdiction residing in Natrona County, Wyoming. The prevailing party shall be entitled reasonable attorneys' fees, costs and other disbursements from the losing party, in addition to and including any other relief to which they may be entitled.
4. If any court of competent jurisdiction shall rule that any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected by said ruling.
5. This Agreement shall be binding on the heirs, legal representatives, successors and assigns of the parties hereto.
6. CREDITOR and AGENCY agree that all actions taken by CREDITOR and AGENCY pursuant to this Agreement shall be in accordance with the TERMS AND CONDITIONS set forth below. Said TERMS AND CONDITIONS have been signed by both parties and are hereby made a part of this Agreement as fully and effectual as if they were set forth herein. Thus, whenever the term "Agreement" is used herein, it shall be construed to include said TERMS AND CONDITIONS. This Agreement, including the TERMS AND CONDITIONS, contains the entire Agreement between the parties hereto and cannot be amended or modified in any respect except by an amendment in writing signed by both parties.

TERMS AND CONDITIONS

- 1.) Payment which is made directly to the CREDITOR is treated the same as a payment made to the AGENCY for accounts assigned by CREDITOR to AGENCY and the same commission applies. AGENCY reserves the right to offset funds due to the CREDITOR toward any funds owed to AGENCY by the CREDITOR.
- 2.) In the event the CREDITOR agrees with a debtor to take back merchandise or trades for services which represents the account and in fact does take back the merchandise or any item or items or trades for services, said action will be considered

the same as payment on the account and commission will be due the AGENCY for the amount agreed upon between the CREDITOR and the debtor as to the worth of the merchandise or items returned or the trade amount agreed upon.

3.) Because of the ever-increasing costs of postage, attorneys' fees and litigation, interest collected on accounts after assignment will be retained by the AGENCY.

4.) The AGENCY shall remit all funds due from the accounts collected on each account or check with adjustments made on funds received by CREDITOR after assignment. The remittance shall be made by the 20th day of each month following the month the funds were received. A statement shall accompany the remittance showing the date and amount of each payment collected.

5.) In the event CREDITOR receives funds on accounts, reaches settlements on accounts or makes any type of arrangements on accounts assigned to AGENCY, CREDITOR will report to AGENCY said payments, settlements or arrangements and the TERMS and CONDITIONS and FEE STRUCTURE apply. If, at the end of the month, CREDITOR owes AGENCY its commission for assigned accounts, CREDITOR agrees to remit AGENCY its commission by the last day of the month following the monthly statement date. Any amount still owing after said date will be subject to a finance charge of one (1) percent per month (twelve (12) percent per annum).

6.) The CREDITOR agrees that all accounts and checks assigned to the AGENCY shall remain so assigned unless the following applies: A.) AGENCY has the right to cancel any account assignment it deems unable to collect at its discretion. B.) Any account or check assigned in error by the CREDITOR may be recalled within thirty (30) days of assignment to AGENCY at no charge to the CREDITOR. Any account or check being recalled after the initial thirty (30) days may be subject to a due diligence fee of 10% of the amount assigned or \$50.00, whichever is less. In addition, any court costs or attorneys' fees expended by the AGENCY on said account or check being cancelled at CREDITOR's request will be charged to the CREDITOR. At the request of the CREDITOR, the AGENCY agrees to suspend collection efforts on an account or check for a maximum of sixty (60) days. At the end of the sixty (60) days the AGENCY shall be allowed to continue with collection efforts or the CREDITOR may recall the account or check and the stated fees above will apply.

7.) In the event AGENCY files litigation, any funds collected will be applied toward court costs and attorneys' fees expended by AGENCY first. In the event a counterclaim against the CREDITOR is filed, CREDITOR agrees to retain its own counsel to respond to said counterclaim. If this results, AGENCY reserves the right to reassign said account back to CREDITOR and dismiss AGENCY from said case, and CREDITOR agrees to reimburse court costs/attorneys' fees expended by AGENCY. In the event litigation gets denied for any reason, CREDITOR agrees to reimburse AGENCY its court costs/attorneys' fees expended.

8.) In the event of termination of this agreement, accounts and checks on which payment is being received or litigation has been started, or any account or check which has been assigned less than six (6) months will not be returned to the CREDITOR unless agreed to in writing by the AGENCY. This Agreement may be terminated upon a thirty (30) day written notice from the CREDITOR.

FEE STRUCTURE

*NSF Checks - AGENCY retains only the fees collected on dishonored checks. 100% of the face amount of the check collected is remitted to the CREDITOR.

*All Other Claims - Claims are accepted on a contingency basis, if there is no collection, there is no charge. Commission rates are as follows:

Judgments - 30 % Open Accounts - Active - 30 % Legal - 35 % Forward - 35 %

IN WITNESS WHEREOF, the parties have agreed to this AGREEMENT FOR COLLECTION SERVICES and its TERMS AND CONDITIONS and FEE STRUCTURE as set forth herein.

Creditor

Creditor Agent - Signature

Title

Contact Person-Print Name / Title

Phone Fax

Account Information Management, Corp.
Agency



Agency Agent - Signature

Vice President
Title

Brian McCash
Contact Person

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