

## FAX Cover Sheet for DRR Collection Services Agreement

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Thank you for your interest in registering a load with DAT Assurance™ . Before a debt can be collected for you, DAT must have a Collection Services Agreement signed by you on file. Please review the following agreement, sign the appropriate areas, and fax to DAT® Billing Services at 1-800-551-8848. Please note, all collection services will be handled by DAT's third party service provider Debt Recovery Resources (DRR), and not by DAT directly.

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To: DAT Assurance, DAT Solutions Billing Services

Re: Collection Services Agreement

Fax Number: 1-800-551-8848

From: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

MC Number: \_\_\_\_\_

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Comments:

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You can also mail this agreement to the following address:

DAT Solutions, LLC  
8405 SW Nimbus Avenue  
Beaverton, OR 97008  
Attn: DAT Assurance

## COLLECTION SERVICE AGREEMENT

This *Collection Service Agreement* ("Agreement") is made by, between and among Debt Recovery Resources (the "Company"), and \_\_\_\_\_ (the "Client") in cooperation with the DAT Assurance Program. DAT Solutions, LLC is not a party to this agreement.

In consideration of the mutual promises, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Engagement**. Client hereby engages the Company to collect certain of Client's outstanding accounts receivable which will be placed with the Company by Client within the terms of this Agreement (all placed accounts are referred to hereunder as the "**Account(s)**"). For clarification purposes, an Account is a unique invoice that is being submitted for collection.
2. **Services to be Rendered**. The Company agrees to undertake and perform services at its sole discretion and control to collect the Accounts and may perform all acts necessary to the liquidation and collection of the Accounts, including but not limited to the following:
  - a. To receive payments made on the Accounts;
  - b. To make arrangement for payment under such terms as it deems appropriate for any Account (subject to approval by Client); and
  - c. To institute suit on behalf of Client or to use all other necessary legal proceedings for the recovery of the amounts due on the Account (subject to approval of suit by Client and payment by Client of all required and necessary expenses of collection, including costs of court filings and service of process); provided, however, that any lawsuit to collect against and account debtor shall be approved in advance by the Client.
3. **Client Duties**. Upon placing the Accounts with the Company for collection, Client agrees to:
  - a. Cease and desist from any and all contact with the account debtor including, but not limited to, contacting the account debtor directly or indirectly through the medium of telephone or electronic mail; and
  - b. Provide and not unreasonably withhold all information and reasonable assistance to the Company necessary for the Company to perform its duties under the Agreement including but not limited to the following: invoices, agreements, bills of delivery or lading, payment instruments, summaries of account, guarantee agreements, and the like.

In the event the Client receives a payment from an account debtor after the Account has been placed with the Company for Collection, the Client must report to the Company all such payments within three (3)

business days of receipt. The Company will then invoice for the due commissions at time payment is reported. Payment will be due within ten (10) days of the date of the invoice.

Unless the Company agrees otherwise in writing, in the event the Client (a) receives payment on a placed Account directly from the account debtor and fails to report such receipt of payment within the time required, or (b ) the Client is determined to have interfered with the Company's collection efforts with respect to any placed Account and has refused to pay the required commission due thereon, (either (a) or (b) a "Client Breach"), the Client shall pay to the Company an amount equal to 50% of the Account (the "Liquidated Damages"). The parties intend that the Liquidated Damages constitute compensation, and not a penalty. The parties acknowledge and agree that the Company's harm caused by a Client Breach would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a Client Breach. The Client's payment of the Liquidated Damages is the Client's sole liability and entire obligation and the Company's exclusive remedy for any Client Breach.

4. **Assignment for Collection/Authority to Collect in Name of Client.** With respect to all Accounts placed by the Client with the Company for collection, Client hereby assigns, transfers and conveys all such Accounts to the Company for purposes of permitting the collection thereof. The Company shall be entitled, without objection, to take all actions necessary in the name of the Client to collect the Accounts.

5. **Compensation.** In consideration for performing its collection obligations with respect to the Accounts, Client agrees to pay the Company a commission to be paid from money recovered on the Accounts according to the following schedule:

- a. Account/Invoices with oldest invoice date  $\leq 90$  days = 20%
- b. Account/Invoices with oldest invoice date:  $\geq 90$  days - 365 days = 25%
- c. Account/Invoices with oldest invoice date  $\geq 365$  days = 35%
- d. All Accounts/invoices which have been previously placed with a collection agency and judgments: 50%

Commissions are earned when payment is made directly to the Company or Client. If payment is made to the Company, Company shall deduct the commission due and remit the balance to Client. In the event Company recovers/collects money from an Account for which Client has received a credit from a third party, Company agrees to deduct their commission as outlined above, reimburse the third party for the credit paid to Client, then remit the balance to Client.

Company is authorized to settle, accept payments, endorse checks, notes, money orders or drafts for deposit.

The Company shall be entitled to retain as additional compensation on any Account a commission on any interest, pre-judgment or post-judgment, and attorney's fees awarded by a court. No fee shall be due on court cost recovered.

6. **Warranties and Representations.** Client represents and warrants to the Company that it owns and holds the Accounts and that they have not been sold to another person or entity.

The Company disclaims any and all representations and warranties, express, implied or statutory, pertaining to the performance of services hereunder. In no event will the Company or any of its affiliates, owners, employees and/or agents be liable for lost profits or other incidental or consequential damages or for the uncollectability of any Account under any circumstances.

7. **Return of Accounts.** Any account referred by the Client to the Company for collection with no payment, payment arrangement or promise to pay that has been worked for over 90 days hereunder will be returned to Client upon request. Otherwise, the Company may continue to work the Account for collection purposes. If Client is insistent on canceling an Account over 90 days, and that Account has a payment plan, or promise to pay in place, Client will be subject to a cancelation charge equal to the commission rate multiplied by the placement amount, or outstanding balance at time of cancelation.

Any account canceled prior to 90 days shall be subject to a cancelation charge equal to the commission rate multiplied by the placement amount, or outstanding balance at time of cancelation.

Any account closed due to error in placement, or client interference, will assess a cancelation charge equal to the commission rate multiplied by the placement amount, or outstanding balance at time of cancelation. Placement errors include but are not limited to, Accounts that have been paid prior to placement; Accounts that are being actively pursued by another third party; Accounts that upper management have not approved for placement; Accounts in which Client communicates with the debtor after placement. Notwithstanding the foregoing, no cancelation charge shall exceed the total value of each open Account/invoice balance.

8. **Term of Agreement/Renewals/Termination** . The term of this Agreement will be indefinite and continuing, commencing as of the date this Agreement is executed by all parties. This Agreement may be terminated by either party, for any reason, upon thirty (30) days prior written notice to the other without penalty. In the event this Agreement is terminated, for whatever reason, the Company will continue to render services hereunder on all individual Accounts referred and Client will pay the Company all commissions earned after notice of termination.

9. **Confidentiality.** The parties to this Agreement intend to enter into a business relationship in which it is expected that the parties will disclose to each other certain information which they deem to be confidential, secret or proprietary in nature (the "Disclosed Confidential Information"). Each party agrees to protect and keep confidential, the Disclosed Confidential Information of the other party. Confidential information shall be defined as any and all information that is shared by telephone, facsimile, mail or electronic mail transmission and has not already been disclosed unto the public domain by way of radio, television, publication or any other mass media transmission. The confidential information disclosed is to

be used expressly for the purposes outlined in this Agreement and may only be shared with the originally intended recipients of the said information. Under no circumstance shall either party disclose information to anyone for reasons other than for the purposes originally intended without the express written authorization from the disclosing party. Each party to this Agreement shall maintain safeguards to keep Disclosed Confidential Information confidential and protected and shall be required to take any reasonable steps to keep confidential and prevent disclosure of the Disclosed Confidential Information. The Company agrees to implement those steps normally undertaken to protect its own similar information, but in no event, less than a reasonable standard of care. The Company shall not, directly or indirectly, copy, duplicate, gain access to or furnish to others any physical, magnetic, or electronic version of the Disclosed Confidential Information.

10. **Miscellaneous.** This Agreement:

- a. describes the entire agreement between the parties and is binding upon and will inure to the benefit of their successors and permitted assigns;
- b. supersedes all prior written and oral agreements and understandings between the Company and Client pertaining to the subject matter hereof and can be changed only in writing executed by the party against whom such change is sought to be enforced;
- c. may not be assigned or transferred, in whole or in part, by either party without the express written consent of the other party;
- d. shall be construed under and in accordance with laws of the state of Texas for state law issues;
- e. may be executed in any number of counterparts and each such counterpart shall constitute one original, but all such counterparts taken together shall constitute one and the same instrument; and
- f. shall be governed by, and construed in accordance with, the laws of the State of Texas. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Texas with respect to any dispute arising out of, related to, or to enforce the Agreement, and/or any amounts due under the Agreement. The provisions of this Agreement that by their sense and context are intended to survive performance by the Parties shall also survive the completion, expiration, termination or cancelation of this Agreement; and
- g. includes an agreement that the non-exercise or waiver of any right by the Company under the Agreement will not adversely affect the Company's subsequent exercise of the same right or any other right for the same or subsequent breach or threatened breach. All collection activities of the Company are subject to the rules and regulations of the Uniform Commercial Code and applicable law.

11. **Tax Consequences.** This Agreement is enforceable regardless of its tax consequences. The Parties understand and agree that the terms and conditions set forth in this Agreement reflect the settlement of disputed legal claims and they make no representations regarding the tax consequences of

the Agreement. All local, state and/or federal taxes and other levies in the nature of sales, use or excise taxes resulting from the services provided to Client hereunder will be the sole responsibility of the Client and will be paid by Client.

12. **Effective Date.** This Agreement shall be effective when all Parties have executed same and then as of the date set forth below.

By signing below, you are agreeing to all the terms of the contract and certifying yourself as an authorized agent of the Client. The parties hereto have executed this Agreement as of the date and year first written below.

Company

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

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

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

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

Client

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

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

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

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