

## **TERMS AND CONDITIONS AGREEMENT**

Accounts assigned to agency for collection are assigned with all right, title and interest, accrued or to accrue with full power to reassign, sue, or otherwise do all procedures necessary to enforce lawful collection. Therefore, with full authority to prorate and distribute among its assignors any undesignated payments received from any debtor without regard to any priorities in assignments and cash, or endorse for deposit and collection, all commercial paper received and made payable to the order of the undersigned. Agency is hereby granted full power to compromise any claim or account assigned. Agency shall be entitled to charge against or retain from collections all legal costs advanced by it, all interest collected and a sum equal to 35% of all payments made directly or indirectly by any debtor or third party on the account however assigned or delivered to it and 50% for any account referred to litigation. The foregoing rate(s) shall apply to any account now or hereafter assigned for collection unless or until you are notified, in writing, to the contrary. Each party agrees to indemnify and hold harmless the other party for any moneys due including attorney's fees arising from litigation between the parties to this agreement or third party lawsuits as a result of any negligent or intentional act of the other including their employees, assigns and agents concerning any assigned account for collection. This agreement cannot be modified without agency's written consent.