

1. Introduction.

These terms and conditions with the related **Online Placement Form** (hereinafter referred to as “**Agreement**”, or “**the Agreement**”), by and between **CEDAR HOLDINGS INTERNATIONAL, INC.**, a Delaware corporation (herein after referred to as “**Agency**” or “**Company**”) on one hand and You, the creditor or its agent or representative acting on its behalf, as identified under Your submission using Agency’s Online Placement Form (herein after referred to as “**Client**” or “**You**”). This Agreement is made effective (“**Effective Date**”) as of the earlier date You send **Account(s)** to Agency using Agency’s Online Placement Form, you send Account(s) to Agency by other methods, or when Agency or any of its partners, affiliates and/or contractors perform any work or services for You under this Agreement. **Agency** and **Client** may be collectively referred to herein as the “**Parties**” or in the singular as a “**Party**.” **RECITALS:**

1. **WHEREAS** Company is in the business of performing certain services (“**Services**”) more fully described under its Terms and conditions (each an “**Agreement**” and collectively “**Agreements**”).
2. **B. WHEREAS** Client desires to engage the **Services** of Company for purposes described under each applicable **Agreement**; and,
3. **WHEREAS** Client and Company agree that the **Services** provided by the Company to Client shall be governed by the terms and conditions of this **Agreement**.

NOW THEREFORE, in consideration of the **Agreements** and the mutual covenants, hereinafter contained, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

2. Definitions.

As used in this **AGREEMENT**, the following terms will have the following meanings (whether in the singular or in the plural):

2.1 “**Account** Means an account receivable owned by the Client (“**Account Owner**”), which the Client, in its sole and absolute discretion, desires to refer to the Agency for **Services**, and is considered “legally valid” if it has enforceable debt obligations under applicable laws, including valid documentation to prove the debt and compliance with relevant legal requirements.

2.2 “**Accountholder**” Means the debtor, including any individual, if different from or in addition to debtor, who is legally responsible to **Account Owner** for repayment of the **Balance** on an **Account**.

2.3 “**Account Information**” Comprehensive documentation and details of the Accountholder(s), including but not limited to:

- **Personal Details:** Name, address, date of birth/incorporation, and contact information.
- **Account Details:** Account number, invoices, contract, creditor’s full legal name, current balance owed, and original date of delinquency.
- **Communication Preferences:** Contact preferences, cease/stop communication notices.
- **Collection History:** Prior collection efforts, disputes, litigation threats, and any communications from the Accountholder to the Client or previous collection agencies.

2.4 “**Average DPD (Days Past Due)**”: The average number of days that payments are overdue, calculated as the difference between the charge date and the current date. This helps gauge the timeliness of payments for a given client.

2.5 “**Ancillary Services**” Refer to supplementary or additional services provided alongside a primary service. These are not the core or main services but are offered to support or enhance the primary offering and billed separately based on the Ancillary Services fee schedule outlined. The fees provided in the Ancillary Services fee schedule are for consumers in the USA only. We can provide quotes for international services upon request.

2.6. “**Balance**” means the principal amount of the debt owed by an Accountholder to Account Owner, minus the sum of any credits.

2.7 “**CollectCo**™”: Company’s online portal that allows Client to place or edit Accounts or Account Information, assist Company in responding to Accountholder’s dispute, track progress and receive updates, authorize legal actions on the Accounts that qualify, and report Direct Payments on Accounts.

2.8 “**Client Information**” Means the up-to-date and accurate information provided by Client at the time of onboarding as per the requirements set forth by agency for the purposes of the agency verification of Client.

2.9. “**Direct Payments**” Means a payment received by Account Owner directly or indirectly on any Account referred to Agency following the Effective Date.

3.0 “**Fee**” Means the amount charged by Agency for the provision of Services, as specified in this Agreement.

3.1 **“Files”**: The total number of files or debtor records associated with the client in the given sector and department.

3.2 **“New Client”**: A new client bringing placement business within the year.

3.3 **“Owing”**: The total outstanding amount owed by the debtor, which includes both principal and fees where applicable.

3.4 **“Paid”**: The total amount of debt that has been successfully paid by the debtor, reducing the outstanding balance.

3.5 **“Remittance Statement”** Means a written accounting of all funds collected by Agency on Accounts referred by Client which sets forth the Accountholder’s name, account number, balance dollars collected, commissions and/or fees withheld, and amount remitted to Client.

3.6 **“Services”** Means all debt collection services performed by Agency under this Agreement as described under Section 3 (“Services”) below.

3. Services

3.1 Agency’s Responsibilities

3.1.1. Collection Services and proof of Claims. The Agency will provide debt collection services within the United States and internationally, including collection attempts via telephone, mail, and electronic communication channels, to the extent permissible by law. The Agency will assess Accounts prior to acceptance and may reject any Account at its discretion, including those but not limited to which result from identity theft, fraud, bankruptcy, or litigation history. For accepted Accounts, the Agency will develop a tailored collection strategy. If necessary, the Agency may utilize credit reporting to report overdue Balances to credit bureaus and will seek Client approval to pursue legal action where applicable, with separate fees and costs for legal services. The Agency will apply and retain state interest in overdue balances for commercial collection accounts as permitted by applicable state laws. The interest rate applied will be in accordance with the maximum rate allowed by the state in which the debtor resides.

The Agency is not obligated to file claims for bankruptcy or deceased Accountholders but will do so upon the Client’s written request. In such cases, “The Agency will charge a fee as stipulated in the Ancillary Services fee schedule for each bankruptcy proof of claim that the client requests us to file with bankruptcy court. The agency will file proof of claim with the estate of a deceased consumer if requested by client and if it qualifies.” It is the Client’s

responsibility to file claims to preserve its rights in cases of bankruptcy or death, and the Agency will only file claims if specifically requested by the Client. All legal actions initiated by the Agency, including but not limited to bankruptcy filings, will require prior written consent from the Client, and separate fees will apply for any legal action pursued.

The Agency is not obliged or liable to file for renewal of the judgments but will do so upon the Client's written request. In such cases, the Agency will charge a fee as stipulated in the Ancillary Services fee schedule for each filing of renewal that the Client requests us to file.

3.1.2. Portal. Agency shall enter accepted Account(s) referred to Agency for collections by Client. Agency shall make its client portal ("CollectCo [™]") available to Client to view Account placements, status, and payment activity. Client shall utilize CollectCo [™]. to view and receive updates on Account placements.

3.1.3. Network. Agency has developed a vast network of licensed affiliates, subsidiaries, parents, partners, vendors, agencies, service providers, attorneys and other professionals that Agency utilizes in for the services hereunder (the "Network"). Agency may utilize its Network to perform Services. Agency perform scrubs, skip tracing and asset searches as part of our collection activity.

3.1.4. Payments and Account closure. The Agency will accept payments from Accountholders in various formats including but not limited to cash, check, wire, ACH and means of payments and deposit them into a designated Client trust account. The Agency may collect interest in overdue balances as permitted by law and may reduce or waive interest during payment negotiations. The Client has the right to request account closures in writing at any time. The Agency is entitled to compensation for all Accounts closed by the Client, unless the Account is closed due to bankruptcy or death with no future payments. The Agency is not entitled to compensation for Accounts closed at its discretion without any payment, credit, or adjustment.

3.1.5. Custom Reports Applications, Services Facilities the Client may request additional services, such as custom reports or applications, that are not explicitly outlined in this AGREEMENT. The Agency is not obliged to provide these services unless agreed upon in writing but may choose to do so at the Client's request. "Any additional services requested by the Client will be billed at an hourly rate as stipulated in the Ancillary Services fee schedule.", and the Agency will invoice the Client monthly for such work. Payment is due on receipt of the invoice. All services will be performed at the Agency's headquarters or through its network of affiliates and partners.

3.1.6. Insurance. At all times during the Term, the Agency will maintain insurance coverage of the types and with amounts of coverage reasonably expected of debt collection agencies situated similarly to Agency.

3.2 Client Responsibilities

3.2.1. Placement of Accounts: Non-Exclusive and Concurrent Placements. Client will provide the Agency including Valid Account including but not limited to sufficient Account Information for collection, ensuring all Accounts are legally supported by contracts and documentation as per the existing applicable federal and state laws. Client will cooperate with the Agency, ensuring that all information complies with applicable laws and regulations. The client agrees to verify the accuracy of the delinquent amounts and dates of default for each Account referred. Client warrants that it may, but are not obligated to, periodically assign on a non-exclusive basis, Accounts to Agency for collection but the referred Accounts are not currently being worked by another agency All fees and charges (interest, late fees, attorney's fees, etc.) comply with applicable law and written agreements with the Accountholder. Client must clearly inform the Accountholder of how amounts are calculated.

3.2.2. Compliance, Accuracy, and Notification of Issues (with Data Protection).

The Client agrees that all referred Accounts are valid, due, and owing, with accurate and complete information, and in compliance with including International, Federal, State and Local laws but not limited to any other relevant data protection regulations. The Client must ensure that all Account Information provided to the Agency is lawful and accurate and that the Client has obtained any necessary consent from Accountholders to process their data for collection purposes. The Client will promptly notify the Agency of any disputes, bankruptcies, cease-and-desist requests, partial payments, or legal actions that affect the Account, including requests from Accountholders exercising their data protection rights

All Account details represent legal receivables, and that any fees (interest, late fees, etc.) comply with applicable laws and the Accountholder's agreements. The Client also warrants that it has complied with all data protection obligations, including lawful data processing and proper data security measures as required by data protection laws. Any fees or charges applied to the Account must be in full compliance with the Client's obligations under applicable law and the Accountholder's rights under data protection laws as well as the terms and conditions defined in the Confidentiality section Stipulated in this agreement.

If an Accountholder exercises any data protection rights, such as cease-and-desist, or requests access to or delete personal data, the Client will promptly inform the Agency. The Client will also provide relevant documentation, such as requests for data deletion, corrections, or data access requests, in compliance with GDPR or other applicable laws.

3.2.3. Direct Payments and Account Recalls. The Client agrees to immediately notify the Agency within 48 hours if possible, of all Direct Payments received on Accounts referred to the Agency. The Client shall credit the Agency's account for any Direct Payments made directly to the Client after the placement of the related Account. The Agency will be entitled to its fees for all payments, regardless of source or method of delivery, if the payment is made after the Account has been referred to the Agency.

If the Client wishes to recall any placed Account, the Client shall notify the Agency in writing. Upon such notice, the Agency will close and return the recalled Account(s), subject to payment of any fees or commissions due. Accounts that are on an existing payment plan or have promise-to-pay within 30 Calendar days will remain open until the agreed-upon payments are received. The Client shall be liable for the contingency fees due to the Agency upon the closure of the Account(s).

If the Client requests the closure of Accounts with an active payment plan or marked as promise-to-pay, the Agency will close the Account and invoice the Client for all fees that would have been realized had the Accountholder fulfilled the payment plan or promise. The Client shall pay the Agency's invoice for these fees promptly upon receipt.

If the Client notifies the Agency of a paid prior account within thirty (30) days of the initial notification, the Agency shall be eligible to receive fifty percent (50%) of the Contingency fee amount associated with the account. If the Client fails to notify the Agency within thirty (30) days, the Agency shall be eligible to receive one hundred percent (100%) of the Contingency fee amount associated with the account.

3.2.4. Legal Files. If the Client approves a request for legal action on any account, Client agrees to cooperate regarding said action, including but not limited to supplying documentation, witnesses, and the timely execution of legal documents as required.

3.2.5. Balances in United States Dollar. Client shall list Balances for Accountholders in United States Dollars. The client is responsible for currency conversions and the accuracy of Balances upon placement with Agency. Agency is not responsible for differences during its remittance cycle due to currency fluctuations. The client shall defend, indemnify, and hold the Agency harmless of and against any claim, dispute or demand by an Accountholder claiming the Balance is incorrect due to currency fluctuations.

4. **Credit Reporting.**

4.1 Unless, otherwise instructed by Client in writing, Agency may provide information on Accounts to one or more credit repositories.

4.2 Client agrees to indemnify and hold the Agency harmless for any information provided to Agency which results in Agency providing inaccurate information to any credit bureau.

5. **5. Remittance: Compensation: fees.**

5.1 Remittances

5.1.1. Deposits. Agency shall deposit funds received on a daily basis into a general Client Trust Account at an FDIC-insured banking institution. The client grants and authorizes the Agency the right to endorse on behalf of Client and deposit any checks, drafts, or other negotiable instruments received by Agency in payment of a referred Account, solely in connection with Agency's Services.

5.1.2. Remit Date. On or before the 20th day of each month, the Agency shall remit to the Client the net amount, less its fee, monies collected by Agency on all Accounts. Collection activity and a statement of collections will be available on CollectCo™ Agency will not be liable for any delay in remittance due to circumstances beyond its control, including but not limited to bank processing delays, force majeure events, or technical issues, provided the Agency promptly informs the Client and provides 30 Calendar days resolution. In case of delay caused by the Agency, it shall notify the Client in writing and remit the funds as soon as reasonably possible

5.1.3. Wire Transfers: Remittances will be processed primarily through (Third-Party Payment Providers) utilizing the ACH network, where applicable but any fee related to payment transfer services or bank services will be incurred by the client. Client shall complete Exhibit E (**Remittance Transfer Information**). If the Client requests remittance via wire transfer or other electronic means, the Client will pay any bank related fees. If remittances are requested via special courier or overnight delivery the Client will cover the postage costs. All fees, costs, or liabilities owed to the Agency may be deducted from the Client's remittance. The Client agrees to hold the Agency harmless from any claims related to electronic remittance transfers.

5.2 Compensation

5.2.1 Fees. In consideration for the Services performed by Agency hereunder, Agency shall receive the contingency fees provided on title page Debt Collection Contingency (“Fees”), which shall be due on all amounts collected on Accounts.

Agency shall be entitled to Fees for all payments collected on accounts, after initial placement with Agency, regardless of the source of the payment and/or regardless of whether the payment is made to Agency or to Client. Similarly, the Agency shall be entitled to payment of Fees if the Client waives a portion of the balance, accepts compensation other than monetary compensation and/or provides value of any kind to the Accountholder. In addition to the Fees set forth above, Agency shall also be entitled to Fees for return of merchandise, tangible things and the like (“Goods”). If Client receives the return of Goods on any Account placed with Agency for Services, Agency shall charge, and Client shall pay, one half (1/2) of the Fees listed above.

5.2.2 Merchant Processing Fees. If the Accountholder uses a credit card, debit card or other form of payment resulting in a fee charged to the Agency related to the form of payment used (e.g., credit card fees or wire transfer), the Agency shall deduct such fees from Client’s Remittance.

5.2.3. Net Remittances. Fees shall be netted from monies received by the Agency prior to remittance by Agency to Client. Should the Agency not be in receipt of sufficient monies to deduct its Fees due to Direct Payments or otherwise, it will submit an invoice to Client for payment. “Any invoice submitted to the Client is due within 10 calendar days at the end of the month. Invoices not paid within this period will incur a late Interest fee of 1.75% per month on the outstanding balance, calculated from the due date until payment is received.”

With respect to any amount that (i) should be paid to the Agency under the Agreement; or (ii) is otherwise payable to Agency pursuant to the Agreement, Agency may deduct the entire amount owed to Agency against amounts owed to Client under the Agreement.

5.2.4. Taxes. Client shall be responsible for any national, state or local sales, use, value added, or other tax, tariff, duty or assessment levied or imposed by the United States, or any foreign governmental authority arising out of or related to any of the transactions contemplated by this agreement. The client must pay directly, or reimburse the Agency for the amount of sales, use, value added or other tax, tariff, duty or assessment which Agency is at any time obligated to pay or collect.

5.2.5 Billing and Payment. Unless other billing and payment terms are provided for in Addendums or Schedules, the Company shall prepare and submit invoices to the Client via email or electronically for all Services performed and Expenses incurred monthly. Client

will pay invoices in U.S. dollars within fifteen 15 Calendar days of the date of Company's invoice. Payments due hereunder must be made by wire transfer, certified check, bank check or such other method as may be agreed upon by the Company. Client shall have no right of offset or withholding under this Agreement. Any amounts not paid by Client when due to Company shall be subject to interest charges, from the date due until paid, at the rate of 1.75% per month, or the highest interest rate allowable by Law (whichever is less), payable monthly. If any amounts due to Company from Client becomes past due for any reason, Company may at its option and without further notice withhold further Services until all invoices have been paid in full, and such withholding of Services shall not be considered a breach or default of any of Company's obligations under this Agreement. "All work requested by Client from Company that is not provided for under a fully executed Agreement shall be billed by Company Client at the hourly rate specified in the Ancillary Services fee schedule and paid by Client accordingly."

6. Request for New Services.

During the Term, the Client may request that the Company provide New Services. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. If after reviewing any active Agreement(s), the service could qualify as an additional/new service, then that service will be deemed a New Service. To request a New Service, Client will deliver a written request with reasonable detail regarding such service (the "New Service Request") to the Company. Within 45 Calendar days after the Company's receipt of Client's New Service Request, Company will prepare and deliver to the Client a written Agreement describing products, services, assignment of personnel and other resources that the Company believes would be required. No New Service implementation shall occur without the mutual agreement of the Parties to the terms and conditions of its related Agreement, which shall serve as a new Service or in an amendment to an existing Agreement.

7. Representations and Warranties.

7.1 Investigations. Client represents and warrants to Company that it is not under investigation by regulatory agency or government concerning its business including, but not limited to, the transactions and dealings contemplated by this Agreement.

7.2 Authority to Bind. If not an individual, Client (i) is a corporation, limited liability company or other legal entity, duly organized, authorized and validly existing and in good standing under the laws of the state of organization or incorporation (and any other states,

countries and provinces so required by applicable law), and (ii) has full corporate power to operate and conduct its business as currently conducted and to enter into the Agreement. The undersigned, by their signatures, represents and warrants that he or she has the necessary authority to bind the respective entity for which he or she is signing; and that he or she has read this Agreement in its entirety, and had the opportunity to consult with his or her own counsel before signing. Each corporate party to this Agreement, represents and warrants that the person executing this Agreement on its behalf has the authority to execute this Agreement on such corporation's behalf.

7.3 Breach of Third-Party Rights. Neither the execution and delivery of this Agreement by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client

7.4 non-disparagement. Client agrees that during and after the term of this Agreement, they will not make any disparaging or defamatory statements about agency, its Services, affiliates, network, attorneys or employees in any media or forum. "Disparaging" includes any comments that could harm agency reputation or business. This clause survives the termination of this Agreement. Breaching this clause shall be a material breach of this Agreement and may cause irreparable harm to agency, entitling it to seek injunctive relief or other remedies.

7.5 Disclaimer. THE SERVICES TO BE PERFORMED HEREUNDER ARE IN THE NATURE OF SERVICES. COMPANY DOES NOT WARRANT IN ANY FORM THE RESULTS OR ACHIEVEMENTS OF THE SERVICES PROVIDED OR THE RESULTING WORK PRODUCT AND DELIVERABLES. COMPANY MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. COMPANY SHALL NOT BE LIABLE FOR ANY SERVICES OR WORK PRODUCT OR DELIVERABLES PROVIDED BY THIRD PARTY VENDORS, PURSUANT TO ANY AGREEMENT OR OTHERWISE.

8. Ownership of Work Product.

This is not a work-for-hire agreement. All deliverables and intellectual property created under this Agreement, including pre-existing works, derivative works, Company-owned

software, and any developments made during the Services, shall remain the sole property of the Company. The Client is granted a non-exclusive, worldwide license for internal use, which expires upon termination of this Agreement. The Client shall not reproduce, reverse engineering, or otherwise infringe on the Company's intellectual property rights or third-party rights.

If any work product is not deemed a "work made for hire," the Client irrevocably assigns to the Company all rights, including intellectual property rights, to any such work product, without further consideration, and agrees to assist in the registration and enforcement of those rights worldwide. The Company's assets including but not limited to trademarks, trade names, and logos (collectively, "Company Marks") are the exclusive property of the Company, and the Client shall have no rights to use them except as explicitly licensed in writing.

9. Local Enabling Agreements.

9.1 The Company may provide Services in multiple countries and geographic locations (each a "Location"). If necessary to comply with regulatory or local requirements, the Parties agree to make reasonable efforts to ensure that their respective Affiliates enter into country-specific addenda (**Supplemental Agreement**) to this Agreement (each a "Local Enabling Agreement"). These addenda will only deviate from the terms of this Agreement as required to comply with applicable laws and regulations specific to each Location. If local laws require, such agreements will be subject to the consent of local regulators. The Company shall provide Services in each Location, and the Client shall fulfill its obligations in accordance with both this Agreement and the applicable Local Enabling Agreement.

9.2 Either Party may execute a Local Enabling Agreement through the same legal entity as specified in this Agreement or through an Affiliate designated to provide or receive Services at the relevant Location. Each Party shall ensure that its Affiliates comply with their obligations under the Local Enabling Agreement, and this Agreement. In the event of a breach by an Affiliate, the non-breaching Party may seek damages directly from the Party to which the defaulting Affiliate is related, without first exhausting remedies against the Affiliate. However, this right does not allow for "double recovery" (i.e., seeking remedies from both the breaching Affiliate and the Party to which it is affiliated).

In the event of a conflict between the provisions of this Agreement and any Local Enabling Agreement, the terms of the Local Enabling Agreement shall prevail, followed by the terms of this Agreement.

10. Term of Agreement.

10.1 Term of Agreement. The Term of the Agreement will begin as of the Effective Date and will terminate upon the latest expiration date provided for in an effective Terms and conditions , unless earlier terminated or extended in accordance with the provisions of the Agreement. This Agreement will automatically renew for successive annual periods unless either party provides a written notice of termination at least 30 Calendar days before the end of the then-current term. The terms of each agreement will be for the period set forth therein.

10.2 Termination for Breach, Bankruptcy, or Insolvency. Notwithstanding the foregoing, this Agreement may be terminated by either party, for the following reasons: (1) upon the material breach of this Agreement which breach is not cured by the breaching party within ten 10 Calendar days after receiving written notice from the other of the such breach; (2) upon any of the Events of Default which is not cured by the defaulting Party within ten (10) Calendar days after receiving written notice from the non-defaulting Party of the such default; or (3) the other party's bankruptcy, insolvency, assignment of assets for the benefit of creditors.

10.3 Termination for Convenience. Company may terminate this Agreement at any time with or without cause by giving thirty 30 Calendar days prior written notice.

10.4 Obligations After Termination. No termination of this Agreement relieves Client or Company from their obligations, which have accrued prior to the effective date of termination, or by their nature are intended to survive the termination of this Agreement. The client shall pay the Company for all Services rendered prior to the effective date of termination.

10.5 Procedures Upon Termination. Upon termination of this Agreement, Agency shall promptly cease all activities and Services for Client. Any Accounts previously referred to Agency shall be promptly closed and returned to Client, unless otherwise agreed upon. However, if termination is not a result of a material breach by Agency, it may retain accounts with existing payment plans, ongoing payments, or those under litigation or judgment. Agency will attempt to collect on these excluded accounts, report and remit any collections received, and retain commissions as outlined in this agreement.,

The client may opt to immediately close all accounts with existing payment plans or promises to pay but must promptly compensate the Agency for the full amount it would have realized from the Accountholder's promise to pay or the completed payment plan, or the Agency would have received as Fees, if the Agency had continued its Services. Termination of this Agreement does not absolve either Client or Agency from obligations

accrued prior to the effective termination date or those naturally intended to persist beyond termination. Upon termination, Client shall compensate Agency for any Fees and expenses pertaining to amounts already collected by Agency under this Agreement or an applicable AGREEMENT, at the time of termination.

10.6 Survival of Key Provisions: Any rights or obligations set forth in Sections including Indemnification, Non-disparagement, Confidentiality, Arbitration and Governing law Jurisdiction limits of liability, but not limited to events of Remedies, Compensation and fee shall survive the expiration or termination of this Agreement. Furthermore, any other provision of this Agreement that contemplates performance or observance after expiration or termination of this Agreement shall survive expiration or termination of this Agreement and continue in full force and effect.

11. Confidentiality.

Confidential Information: Refers to any non-public information disclosed by a Party (“Disclosing Party”), including, but not limited to, business plans, technical data, specifications, contracts, know-how, customer data, product plans, financial information, trade secrets, and other proprietary or confidential information including this Agreement or any other corresponding document It also includes any information received from third parties under confidentiality obligations, and any sensitive data governed by applicable laws, including but not limited to, personal data regulated by the GDPR or other data protection laws.

11.2 Each Party agrees with:

- **Maintain Confidentiality:** Keep the Disclosing Party’s Confidential Information strictly confidential. Each Party shall take reasonable precautions to protect such information from unauthorized use or disclosure, employing no less than the same level of care it uses for its own proprietary information.
- **Security Standards:** The Receiving Party agrees to implement and maintain reasonable security measures, including technical, administrative, and physical safeguards, to prevent unauthorized access, use, or disclosure of Confidential Information. These measures must comply with applicable industry security standards, such as [ISO 27001], [SOC 2], or similar certifications relevant to the industry.
- **Use of Confidential Information:** Confidential Information shall only be used for the specific purposes outlined in this Agreement and the relevant AGREEMENT. It

shall not be used for any other purpose without the prior written consent of the Disclosing Party.

- **Disclosure Restrictions:** Confidential Information may only be disclosed to employees, agents, contractors, or representatives of the Receiving Party who need to know such information to fulfill the terms of the Agreement or AGREEMENT, and who have been informed of their obligations to maintain the confidentiality of the information. The Receiving Party shall ensure that such personnel comply with this confidentiality obligation.

12. Record Retention.

12.0 Agency will retain records related to services provided under this Agreement for the duration of the Agreement in accordance with its internal policies. Following the closure of Accounts or the termination of services, the Agency is not responsible for the storage of Client records. The client shall maintain records of all information and documents provided by the Agency during the term of the services and comply with applicable laws. “The client may request copies of records, subject to availability and at the Agency’s discretion, at the rate specified in the Ancillary Services fee schedule for processing such requests.”. Agency is not a storage provider and does not guarantee the preservation of records beyond its internal retention period. All records retained by the Agency, or in the possession of the Client, must be kept in accordance with the confidentiality provisions as outlined in Section 11 of the agreement. This includes ensuring the protection of all confidential and sensitive data, in compliance with applicable laws, including any data protection regulations such as GDPR, CCPA, or any other applicable laws.

12.3 Unauthorized Access. The Receiving Party shall promptly notify the Disclosing Party in the event the Receiving Party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the Disclosing Party may reasonably request, at the Disclosing Party’s expense, in any litigation against any third parties to protect the Disclosing Party’s rights with respect to the Confidential Information.

12.4 Exclusions. Notwithstanding the foregoing, the preceding provisions of this section will not apply to information that:

- (i) Is or becomes publicly available through no fault of the recipient.
- (ii) was already in the recipient’s possession at the time of disclosure.
- (iii) Is disclosed to the recipient by a third party without restriction.

(iv) Is independently developed by the recipient without reference to the Disclosing Party's Confidential Information.

(v) Is approved for release by the Disclosing Party in writing; or

(vi) Is required to be disclosed under applicable law, regulation, or by a court order, provided the Receiving Party has provided prompt notice to the Disclosing Party.

12.5 Return of Confidential Information; Survival. Receiving Party shall promptly return or, at Disclosing Party's option, certify destruction of all copies of Confidential Information at any time upon request or within thirty 30 Calendar days following the expiration or earlier termination of the Agreement. Notwithstanding any expiration or termination of this Agreement, the Receiving Party may retain Confidential Information to comply with its data retention policy and/or applicable law governing Receiving Party's business; provided, however, the obligations to protect the Confidential Information pursuant to this Section will survive for the length of time Receiving Party retains Disclosing Party's Confidential Information.

Section 13. Agency Intellectual Property

13.1 Agency Software. All Agency owned or licensed software, that is necessary for the Agency to perform the Services shall be "Agency Software" as defined and governed by the terms of this Agreement

13.2. License to Use. As between the Parties, the Agency will retain all its rights, title and interest in and to the Agency Software. Agency hereby grants to Client a non-exclusive, non-transferable, revocable and fully paid-up license during the Term to use Agency Software for the sole purpose of the Services as required under the Agreement. This license may be terminated at any time by the Agency upon written notice to Client. Clients shall comply with the duties, including use and non-disclosure restrictions imposed on Agency and users by the licenses for such Agency Software as well as the terms and conditions outlined in the AGREEMENT. In addition, Client will use the Agency Software in compliance with any applicable use restrictions. Unless otherwise stated, Client shall be solely responsible for obtaining, installing, operating and maintaining at its expense any Agency Software, which Agency grants Client access. Client shall not reproduce, reverse engineer, decompile, deconstruct, copyright, patent or do any act that may have an impact on Agency's ownership rights in Agency Software and other materials provided to Client which may be owned by Agency or any Third Parties.

13.3 Agency Work Product. Agency shall own all right, title and interest in and to the work product created hereunder, including all intellectual property rights, any and all technical information, computer or other specifications, documentation, works of authorship or other creative works, ideas, knowledge, know-how or data, written, oral or otherwise expressed, originated by Agency or by one or more of the Agency's representatives as a result of work performed under or in anticipation of this Agreement, or that any way relate to the Services hereunder subject to the terms and conditions of the Agreement.

14. Mutual Indemnification.

Both parties agree to indemnify, defend, and hold harmless each other, their affiliates, subsidiaries, employees, agents, and contractors ("Indemnified Parties") from all claims, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from:

1. Any breach or alleged breach of this Agreement,
2. The submission of inaccurate information,
 - Any violation of the other party's rights,
1. Any damage or violation of law caused by the actions or omissions of the indemnifying party,
2. Third-party claims related to the services, or any negligence or willful misconduct.

The indemnifying party must promptly notify the indemnified party of any claim and provide reasonable opportunity to participate in the defense or settlement. Neither party shall settle any claim without the prior written consent of the other party, which will not be unreasonably withheld. In the event of third-party claims, the party responsible may assume control of the defense and settlement, with full cooperation from the other party.

15. Events of Default.

15.0 Events of Default. If any one of the following events ("Events of Default") shall occur and be continuing:

15.1 Any failure by either Party to deliver to the other Party any proceeds or payment required to be so delivered under the terms of this Agreement that shall continue unremedied for a period of five (5) Calendar days after the earlier of (i) knowledge by defaulting Party of such failure; or (ii) receipt of written notice by the defaulting Party of such failure from the aggrieved Party.

15.2 Failure on the part of either Party to observe or to perform in any material respect any other covenants or agreements set forth in this Agreement, which failure shall continue unremedied for a period of thirty (30) Calendar days after the date on which written notice of such failure shall have been received by the defaulting Party from the aggrieved Party.

15.3 A breach of any representation or warranty made in this Agreement that is not cured in all material respects within ten (10) Calendar days after the earlier of (i) receipt of written notice of such breach from the aggrieved Party; or (ii) upon discovery by the Party in breach.

15.4 A voluntary or involuntary petition for bankruptcy concerning Company is filed under Title 11 of the United States Code, the Company makes a general assignment for the benefit of creditors or commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Company, or a custodian is appointed for, or takes charge of, all or any substantial part of the property of the Company; or

15.5 Client is found guilty of a crime or in violation of a state or federal law related to its business and such crime or violation is directly or indirectly related to Accounts referred to Company by Client.

15.6. Company may seek all remedies available to it under law and in equity including injunctive relief in the form of specific performance to enforce the Agreement and/or actions for damages.

Section 16. Limits of Liability.

16.0 Limits of Liability In no event shall the Company be liable to the Client for any incidental, consequential, indirect, special, exemplary, or punitive damages, including, but not limited to, lost profits, loss of use, loss of time, inconvenience, lost business opportunities, damage to goodwill or reputation, or costs of cover, whether arising from breach of contract, tort (including negligence), strict liability, or any other legal theory, even if the Company was advised of the possibility of such damages or could have reasonably foreseen them.

16.1 If any part of this section is deemed unlawful or unenforceable by a court, the company's maximum liability to the Client under this Agreement, including any preceding Agreement, shall be limited to the amount actually paid by the Client to the Company for services under this Agreement in three 3 months immediately preceding the date of the claim.

16.2 The Company shall not be liable, including any loss or claim arising from the failure to renew judgments, missing deadlines for filing actions, but not limited to any accounts running out of statute. In no event shall the Company be responsible for any loss of claim due to these specific scenarios.

16.3 No action arising from or related to this Agreement may be brought by the Client more than one 1 year after the cause of action has accrued, except for claims related to money due on an open account.

17. Non-Solicitation.

During the term of this Agreement and for one (1) year following the expiration or termination date of the Agreement, Client agrees not to directly solicit or induce any Company employee that has interacted with Client or has been involved, directly or indirectly, in the performance, review and/or acceptance of the Services, to consider or accept employment with Client. Clients are not prohibited from responding to or hiring Company employees who inquire about employment with Client on their own accord or in response to a public advertisement or employment solicitation in general.

18. Relationship of the Parties.

The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties, or commitments on behalf of the other Party, or otherwise act on behalf of the other. The Agreement shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

19. Force Majeure.

Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement , except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, or acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, beyond the reasonable control of the Party deemed to render performance of the Agreement impracticable or impossible , for so long as such force majeure event is in effect. Each Party shall make reasonable efforts to notify the other Party of the occurrence of such an event within five 5 Calendar days of its occurrence.

20. Notices.

20.1 Any notice required or permitted hereunder shall be in writing and shall be deemed to have been duly given

1. **Hand Delivery:** Upon delivery to the recipient in person.
2. **Certified Mail:** If sent through the U.S. Postal Service as certified mail, with:
 1. Return receipt requested
 2. Postage prepaid
 - Deemed received on the third day following the delivery.
1. **Overnight Courier:** If delivered by a recognized overnight courier service, with:
 1. Fees prepaid
 2. Return receipt or other confirmation of delivery requested
 - Deemed received on the first day following delivery.
1. **Email:** If sent via email, with:
 1. Confirmation of receipt by the recipient's email system
 2. Deemed received when confirmation is obtained from the recipient.

20.2 Any such notice shall be delivered or sent to a party at its address, or e-mail address as set forth beneath its signature on this Agreement, or to such other address as may be designated by a party in a notice given to the other from time to time in accordance with the terms of this paragraph.

21. Assignment.

21.1. Assignment. This Agreement will be binding upon and inure to the benefit of each of the Parties, their successors and assigns. Company may assign this Agreement or assign its rights or delegate its duties hereunder, without the prior consent of Client. Client may assign this Agreement or assign its rights or delegate its duties hereunder, with the prior express consent of Company. Assignments in connection with a merger, sale of all or substantially all a Party's assets or other form of corporate reorganization of that Party are expressly permitted by either Party. Any purported assignment in violation of this Section will be without force or effect.

21.2 Modification. No change to this Agreement or any other document incorporated by reference herein, shall be valid unless in writing and signed by authorized representatives of both Parties.

21.3 Severability. If any provision of this Agreement shall be or becomes wholly or partially invalid, illegal, or unenforceable, such provision shall be enforced to the extent that its legal and valid and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

21.4 Survival. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

21.5 Interpretation of the Agreement. This Agreement shall be governed by the following rules of construction: Words in the singular include the plural and vice versa.

“Including” means “including but not limited to.”

1. Provisions apply to successive events and transactions.
2. Headings are for reference only and do not affect interpretation.
- This Agreement is jointly drafted and shall be construed fairly, without favoring either Party. In case of conflicts, provisions should be interpreted as consistent. If not possible, Section 2.3 herein shall control.

22. Governing Law; Jurisdiction; Class Waiver; Arbitration

22.1. Governing Law; Jurisdiction; Class Waiver.

20.1 Governing Law: This Agreement will be governed by the laws of the State of California, without regard to its conflicts of law principles.

22.2 Jurisdiction: Any legal action or proceeding arising under this Agreement shall be brought solely in the state or federal courts located in California. Each party consents to the exclusive jurisdiction of these courts. “Any legal action or proceeding arising under this Agreement shall be brought solely in the state or federal courts located in Los Angeles County, California, unless otherwise mutually agreed upon by the parties. The parties waive any claim or defense that such a forum is not convenient or proper.”

22.3 Waiver of Jury Trial and Class Action: Each party waives its right to a trial by jury and agrees that any disputes will not be brought as part of a collective or class action. All claims must be brought on an individual basis only.

22.4 Service of Process (International Clients): If the Client is outside the United States, and its principal place of business is located in a country that is a signatory to the Hague Convention on Service of Process, the Client agrees to accept service of process by mail sent to the Company’s principal place of business. If the Client’s country of residence is not a signatory to the Hague Convention, service of process may be made by alternative methods, including by registered mail or internationally recognized courier service, to the Client’s principal place of business.

22.2 Arbitration.

22.2.1 Dispute Resolution: In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, including any breach, termination, or validity thereof, or arising out of or in connection with any Terms and conditions (“AGREEMENT”) executed pursuant to this Agreement, the parties agree to resolve the dispute through binding arbitration.

22.2.2 Arbitration Procedure:

The arbitration shall be conducted under the rules of JAMS, specifically its Comprehensive Arbitration Rules and Procedures, and will encompass any dispute, claim, or controversy

arising under this Agreement, including issues of debt collection, contractual obligations, performance, breach, or termination. The arbitration will take place in Los Angeles, California, and will be conducted before a single arbitrator with expertise in commercial contracts and debt recovery practices. If the parties cannot mutually agree upon an arbitrator, JAMS shall appoint one in accordance with its rules.

Each party shall initially bear its own arbitration costs and fees, but the arbitrator shall award the agency recovery of reasonable arbitration costs, fees, and attorneys' fees if it prevails. Discovery shall be limited to what is necessary for a fair resolution of the dispute, including document production and not limited to depositions as approved by the arbitrator. The entire arbitration process, including filings, evidence, testimony, and awards, shall remain confidential and not disclosed to any third party, except as necessary to enforce the award or comply with legal obligations.

Disputes shall be resolved solely on an individual basis, and neither party may bring or participate in any class-wide or collective arbitration or lawsuit. If any portion of this arbitration provision is found unenforceable, the remaining provisions shall remain in full effect. Claims must be filed within one year of the date the dispute arises, unless otherwise required by applicable law. The agency retains the right to seek emergency injunctive relief in a court of competent jurisdiction to protect its business interests, pending final arbitration. The arbitrator's decision shall be final, binding, and enforceable in any court with jurisdiction under the Federal Arbitration Act or applicable state law and shall include an award for costs and fees to the agency if it prevails. Arbitration shall not prevent the agency from pursuing legal remedies or engaging in debt collection activities, including filing legal actions permitted by law, to preserve its rights or recover the outstanding amounts owed.

23. Counterparts & Electronic Signature.

23.1 Counterparts. This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement.

23.2 Electronic Signatures. Electronic signatures, whether submitted online by "click through" (or "click and accept") methods or by other methods, will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms and shall have the same force and effect as original signatures.

24. Entire Agreement.

This is the entire Agreement between the parties, including any attached AGREEMENT, addenda, exhibits and schedules with respect to its subject matter, and any previous or contemporaneous understanding is merged herein.

25. Attorney's Fees.

If Company resorts to a contract action to enforce or recover payment of fees, costs, commissions or Compensation due by Client to Company, or damages or liabilities incurred as a result of Services hereunder or due to an act or omission by Client for which Client is obligated to reimburse Company, the Prevailing Party, which for the purposes of this section, refers to the Party who obtained a final judgment from a court of competent jurisdiction on the merits in their favor, shall be entitled to recover reasonable attorney's fees in addition to any other relief to which that Party may be entitled.

26. No Construction against Drafter(s).

The Parties have been represented by counsel or declined such representation and have cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, the same shall not be construed for or against any Party, but rather the Agreement is to be construed to implement the intent of the Parties. No Party is deemed the drafter of this Agreement for purposes of its construction.

27. Cooperation; Further Documents.

Client agrees to comply with all reasonable requests of Company and shall provide Company's personnel with access to all documents as may be reasonably necessary for the performance of the Services under the Agreement. The Parties shall promptly cooperate to execute any further documents necessary to effectuate the intent of the Parties as set forth in this Agreement.'

28. Headings.

The headings in this Agreement are for information and organization only and are not deemed substantive terms of this Agreement

Ancillary Services Fee Schedule.

For services that are subject to the flat fee amount prescribed below, Clients will pay invoices in accordance with Section 4, Remittance, compensation and fee of the Agreement.

Note: The fees provided in the Ancillary Services fee schedule are for consumers in the USA only. We can provide quotes for international services upon request.

Services	Flat Fee
For filing each claim for bankruptcy or deceased Accountholders	\$250(each claim)
For additional services, such as custom reports or applications, that are not explicitly outlined in this Agreement	\$195
For All work requested by Client from Company that is not provided for under a fully executed Agreement	\$95(per hour)
For Processing copies of records (subject to availability, at the Agency’s discretion).	\$95(per hour)
For each filing for renewal of the judgments	