



The MoneyQuest Corporation
2727 Waverly Drive, Los Angeles, CA 90039
323-663-7333, Fax 323-663-8333

Account and remittance processing
P.O. Box 73475, Metairie, LA 70033-3475
504-889-0520, Fax 504-456-7831

MoneyQuest Account Overdraft Recovery System (MaxDraft) – Service Agreement

This Agreement, effective ___ / ___ / ___, is between the MoneyQuest Corporation (MQ) and

(Client), as follows:

- 1. In consideration of a one-time set-up fee of \$395.00, Client may utilize the MoneyQuest Account Recovery System (MaxDraft).
2. MQ will provide for processing of all undisputed debtor overdraft accounts submitted to MaxDraft by Client (Accounts).
3. MQ will arrange for a mailing house to send, by first class mail, up to four Client Letters to each debtor Account, demanding payment in Client's name.
4. MQ will regularly transmit all data applicable to Client's debtor Accounts to Client's Retained Attorney.
5. If Client so elects (Yes ___ / No ___), MQ will provide for the transmission of debtor data to a national credit reporting service.
6. MQ will provide Client with monthly reports showing all activity on Accounts submitted by Client to MaxDraft.
7. For all Client Accounts in the MaxDraft process, Client agrees to report promptly to MQ a) all payments made, b) all Resolved Accounts, as described in paragraph 2, and c) all mail returns and address changes.
8. Client hereby directs MQ to add to the original reported 'amount due' a \$_____ delinquent fee, or such other amount as is permitted by law, and to indicate this added fee on the first Client Letter.
9. Client will provide and maintain telephone number (___) _____ to handle telephone calls received from debtors.
10. MQ assumes no responsibility for, nor does it authorize, any statements, acts, or promises of any person, other than the written statements contained herein.

For the entity named above (Client)

For The MoneyQuest Corporation (MQ)

Client signature _____
Print name _____
Title _____

Representative signature _____
Print name _____
Sales office _____
MoneyQuest Client # _____



MoneyQuest Account Overdraft Recovery System (MaxDraft) – Time-Driven Fee Schedule

Processing Fee..... \$9.95, per each NEW Account submitted

A 'Delinquent Account Billing Fee' is assessed to each debtor in the first Client Letter, and usually offsets this processing fee.

Service Resolution Fee Sliding scale, based on aging at submittal, as shown:

As debtor payments are made on MaxDraft Accounts, you will be billed a 'Service Resolution Fee' based on the amount recovered, as shown below. **For the best chance of recovery AND the lowest fees, submit your Accounts early – while they are still collectable!**

Aging at time of Account submittal		Service Resolution Fee (% of amount recovered)
Days	Months	
1-60	0-2	5%
61-120	3-4	7%
121-180	5-6	10%
181-365	7-12	20%
366-730	13-24	25%
>730	>24	50%

- Aging.** Account 'aging' is the age of the debt when it was submitted to MaxDraft – how much time had elapsed between the Account's last *activity date* and its *submission date*. (The Account's 'activity date' is either the last date when services or product were provided to the debtor, or the last time a payment was received – NOT the last statement date. It reflects the Account's most recent financial activity, exclusive of interest and late fees.)
- Minimum.** Accounts with a 'submittal value' (the original amount of the debt when submitted) of less than \$100 will be charged a minimum Service Resolution Fee of 10%.
- Default aging, if date omitted.** If no activity date is entered, MaxDraft assumes an aging of 1-2 years old, which has a service fee of 25%. *It is thus very important to enter the correct activity date at the time of submittal!*

Client setup fee \$395.00

A ONE-TIME lifetime Client set-up fee initiates the MaxDraft service, installs you in the MoneyQuest database, and provides you the tools and procedures needed to submit Accounts. The following are also included at no charge:

- **Retained Attorney.** MoneyQuest will recommend an Attorney for you, and do the necessary paperwork to establish your Retained Attorney relationship.
- **Automatic Credit Bureau reporting.** Credit Bureau reporting can occur if debtor Account balances remain unpaid after recovery efforts.

Attorney Fees Contingency basis, as shown:

When your Retained Attorney takes action on an Account and is able to recover funds, a portion of the collected funds will be due to your Attorney (note that MoneyQuest does not share in these fees).

- **No litigation.** If recovery is through personal debtor contact (via telephone, mail, etc.) *without litigation*, your Retained Attorney receives 25% of the amount recovered.
- **Litigation.** If you and your Retained Attorney *decide to litigate*, the Attorney receives 35% of the amount recovered.