

Ficka & Associates

11310 S. Orange Blossom Trail Suite #137

Orlando, FL 32837

Ph. (877)661-7047 Fax (877)381-4642

THIS AGREEMENT IS MADE BETWEEN FICKA & ASSOCIATES
AND _____ HEREIN REFERRED TO AS CLIENT.

FICKA & ASSOCIATES GRANTS YOU THE RIGHT TO ESTABLISH AN ACCOUNT WITH THI SITE
ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS
AGREEMENT CALLED NO RECOVERY NO FEE TERMS OF SERVICE.

PLEASE READ THE TERMS OF SERVICE CAREFULLY.

BY CLICKING ON "YES", YOU ARE INDICATING THAT YOU ACCEPT THE TERMS OF SERVICE. IF YOU DO NOT AGREE TO
THESE TERMS, THEN FICKA & ASSOCIATES IS UNWILLING TO GRANT YOU THE RIGHTS TO ESTABLISH AN ACCOUNT.

1. Upon placement of a claim(s), where a Debtor owes funds to CLIENT, Ficka & Associates will use its best efforts to expeditiously collect the claim on behalf of CLIENT. Ficka & Associates agrees to charge a commission only on funds actually paid by Debtor to Ficka & Associates or Client and not the actual amount owed, subject to the provisions of paragraphs 4, 5 and 7 below.
2. CLIENT warrants the validity, amount and authenticity of all claims and accounts placed with Ficka & Associates for collection. Upon request by Ficka & Associates, CLIENT agrees to forward documentation to Ficka & Associates to prove the amount, and authenticity of the claim when requested.
3. Ficka & Associates shall notify CLIENT of any settlement offers received by Ficka & Associates and no settlement offer shall be accepted by Ficka & Associates without CLIENT'S express consent.
4. CLIENT may withdraw a claim placed with Ficka & Associates only where a) there has been no activity on the account in the preceding sixty (60) days and b) the claim is not in litigation or involved in an insolvency proceeding. All withdrawals must be done via fax to 877-381-4642 by CLIENT and any commission then due and payable to Ficka & Associates must be paid before the claim is deemed withdrawn. Any claim canceled by CLIENT while payments are being made by debtor will be billed by Ficka & Associates for the full anticipated commission due Ficka & Associates on the entire amount of the original claim assigned to Ficka & Associates There is a fee of 10% of the principal balance of the account for administrative, initiation and clerical expense on all accounts withdrawn by CLIENT not in accordance with the provisions of paragraph 4a and 4b.
5. CLIENT shall report all direct payments made by Debtor to CLIENT to Ficka & Associates within three (3) business days of receipt of payment by CLIENT via fax to 877-381-4642 , and the commission due Ficka & Associates on the direct payment shall be remitted to Ficka & Associates within (21) days.
6. All claims placed with Ficka & Associates by CLIENT, regardless of amount, previous collection efforts or nation of Debtor shall be billed by Ficka & Associates to CLIENT at a rate of **30%** of any and all funds collected by Ficka & Associates. All claims placed with Ficka & Associates by CLIENT that are over one (1) year in age shall be billed by Ficka & Associates to CLIENT at a rate of **40%** of any and all funds collected by Ficka & Associates Any claim, under \$500.00 in amount owed or claim regardless of age that requires litigation shall be collected at a rate of **50%**.
7. Any merchandise returned to CLIENT by Debtor after initial contact by Ficka & Associates shall entitle Ficka & Associates to a commission equal to 10% of the actual invoiced amount when equipment was purchased.
8. Any claim placed with Ficka & Associates by CLIENT that is discovered to have been previously paid by Debtor or placed by CLIENT error will be billed by Ficka & Associates to Client at a rate of 10% of the claim as an administrative, clerical and initiation fee.
9. Ficka & Associates shall account to CLIENT on a monthly basis all funds collected by Ficka & Associates on CLIENT'S behalf and all remittances and/or invoices will be sent at this time.
10. CLIENT grants to Ficka & Associates and any attorney or collection firm that Ficka & Associates may forward clients case to express authority to endorse and negotiate any check, draft or other negotiable instrument made payable to CLIENT for deposit in trust for distribution to CLIENT after deducting the commission and fees due Ficka & Associates under this agreement.
11. CLIENT understands that Ficka & Associates may at their discretion forward a case or a claim to an outside law firm or collection network to assist in the recovery of said account and hereby grants Ficka & Associates permission to do so. It is further understood that CLIENT must give Ficka & Associates approval in the event that such a transfer will result in additional charges.
12. In no event shall Ficka & Associates be liable in any respect for the inability to collect any account placed with Ficka & Associates by CLIENT for collection. It is understood and agreed that Ficka & Associates is not a guarantor of any specific result on accounts placed by CLIENT.
13. Ficka & Associates agrees and shall hold harmless CLIENT from any claim, demand, action, cost or judgment, including a reasonable attorney's fee arising out of any action done or failing to be done by Ficka & Associates in connection with the collection of any claim(s) place with Ficka & Associates by CLIENT for collection.
14. This agreement shall be construed in accordance with the laws of the State of Florida. In the event that any provision hereof is found to be invalid or unenforceable, then that provision shall deemed to be severed and removed and the remaining provisions shall remain valid and in full effect.