

TRUST FINANCIAL, LLC

ACCOUNT SERVICE AND ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into this ___day of May, 2024, by and between TRUST FINANCIAL, LLC hereinafter referred to as “TF,” and _____ hereinafter referred to as “Client.”

Whereas, Client has unpaid and delinquent accounts which it desires collection services on; and,

Whereas, TF serves as an agent for collections for clients, and is willing to provide such services on Client’s accounts;

Now therefore, the parties hereto agree as follows:

1. TF agrees to accept for collection unpaid accounts which Client refers for collection. All accounts referred to TF will be deemed, and hereby are assigned, transferred and set over to TF for collection and TF shall have full authority to make demand on, collect, sue in TF’s name, forward to other agencies, and receive all amounts due, or which may become due on said accounts, Further TF is hereby given authority to receive payment in cash, check, money order, or other negotiable instrument, and authority to endorse the same on behalf of Client for deposit into TF’s trust account and otherwise distribute such funds. When Client makes physical delivery of an Account to TF the same shall be deemed assigned until collected or reassigned by TF. The date of physical delivery will be shown on the Client acknowledgment. In addition, the amount shown on the Client acknowledgment shall be deemed the assigned face value of each account.
2. TF shall promptly undertake, through proper and lawful means, the collections of the accounts referred by Client. TF does, and shall, comply with the rules and regulations established in public law 95-109 known as the Fair Debt Collection Practices Act.
3. TF is an independent contractor, licensed and bonded, and is solely responsible for the employment, acts and omissions, control and direction of its employees. TF shall indemnify and hold Client harmless from any and all claims, demands or causes of action that may be asserted due to collection activities by TF on accounts referred by Client. This does not include counter-claims or causes of action that are independent of the collection activities of TF (such as malpractice claims) or other claims against Client and Client shall indemnify and hold TF harmless from any such claims.

4. Referral and transfer of accounts to TF shall be at the option of Client and Client hereby warrants that all accounts assigned to TF are valid and legally enforceable debts, which the names and amounts listed, are correct to the best of the Clients' knowledge and belief, and that Client has ceased all collection activity on assigned accounts. Further, the Client has and will, both before and after forwarding said accounts, comply with all applicable federal, state and local laws with respect thereto. Client agrees to forward to TF a copy of all debtor documentation regarding any referred account. Examples of pertinent documentation include: most recent billing statement, copy of all agreements and contracts with debtor, debtor information forms, anything signed by debtor establishing fees, interest rates, and other obligations, guarantor status or any family relationship.
5. TF shall maintain for all accounts, records which will reflect the original balance, additional charges, payments or credits, court costs and attorney's fees. Client shall have the right to inspect such records of its accounts by giving TF a written request listing the accounts it desires to review. TF will generally provide access to these records within seven days of any request. If records on more than ten accounts are requested, more time will be given to TF.
6. TF shall prepare an itemized statement of all payments made during a remittance period (a calendar month). TF shall remit to Client a net statement prior to the last day of each month following the preceding month.
7. Client agrees to promptly notify TF of all direct payments, bankruptcy notices, and any communication from the debtor or any representative of the debtor to TF. Direct payments are payments made by the debtor directly to the Client for accounts that have been assigned to TF for collections.
8. TF shall advance all court costs and attorney fees in case of litigation or post-judgment enforcement. TF shall be reimbursed for advanced costs from the first monies collected from the debtor. TF and/or TF's attorney shall retain all court costs, service fees, interest accrued following assignment, and attorney fees collected.
9. On account for which the Client has determined the obligation of the debtor(s) shall be forgiven, and upon notification by Client, TF agrees to suspend action, either temporarily or permanently (at the Client's discretion), on such accounts referred for collection. TF has the right at its discretion, to enforce a minimum \$5.00 service charge or 10%, whichever is greater, on any account withdrawn. TF agrees to cancel and return accounts referred for collection after receipt of a written request listing the accounts in alphabetical order and current balances must be included. Accounts in process of collection by TF or an affiliated collection agent will be returned within 90 days of notice. If TF anticipates receiving payment within 90 days, the account will remain with TF for collection. Notwithstanding anything else said herein, accounts for which TF has began legal process will be individually considered for cancellation and returned at the sole discretion

of TF. In most cases, if accounts in legal process are returned, they will be treated as direct payments to the Client and TF will offset TF's portion from future payments to the Client. TF may cancel and return any account to Client at any time. Client will be given written notice for accounts which are cancelled and returned.

10. Any noncompliance by either party with the terms hereof shall be a default which must be corrected immediately upon receipt of notice from the other party.
11. This Agreement shall commence on the day first above written and run for one (1) year from that date. This Agreement will automatically renew and continue thereafter from year to year unless cancelled by either party by giving the other party written notice of the cancellation at least thirty (30) days before cancellation.
12. This Agreement contains the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.
13. In addition to all other amounts hereinbefore listed, TF shall receive for their services, on all accounts, the contingency share of the face amount assigned at the following rates (the higher percentage as, and when, any listed expression pertains to the account):
 - >> Accounts assigned **35%**
 - >> Accounts when legal process begins: **50%**
14. All parties agree that any data or information provided to TF by their client will only be disseminated per the scope described throughout this agreement.
15. Pursuant to Idaho Code 67-2359, an Idaho public entity may not enter into a contract with a company for the acquisition or disposal of services, supplies, information technology, or construction unless the contract includes written certificate that the company is not currently owned or operated by the government of China/People's Republic of China and will not during the duration of the contract be owned or operated by the government of China/People's Republic of China. If during any point during the contractual relationship the company becomes owned or operated by the government of China/People's Republic of China, the company has an affirmative obligation to disclose such status change to the District. If at any point during the contract term with the district, the company can no longer validate this certification, the contract shall be declared void and any contract extensions will not be valid. I further certify that this certification is true, complete, and accurate and that I am authorize by my company to make this certification.

IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective on the day and year first above written.

TRUST FINANCIAL

CLIENT

By: _____

By: _____

TF COLLECTIONS

Client

Business Development

CLIENT INFORMATION SHEET

DATE: _____

CLIENT NAME: _____.

ADDRESS: _____
(STREET) (CITY) (STATE) (ZIP)

MAILING ADDRESS: _____
(STREET) (CITY) (STATE) (ZIP)

TELEPHONE: _____ **FAX:** _____

EMAIL: _____

PRIMARY CONTACT/TITLE: _____

SECONDARY CONTACT/TITLE: _____

OWNER: _____

TYPE OF BUSINESS: _____

ADDITIONAL INFORMATION: