

CONTINGENCY FEE AGREEMENT
FOR THE COLLECTION OF DEBTS

This agreement is made on the _____ day of _____, 20__ between RPS Worldwide, hereinafter referred to as "RPS" and _____, a licensed, practicing attorney in the State of _____, hereinafter referred to as "Law Firm".

1. Law Firm will use its best efforts to collect delinquent debts assigned to the Law Firm by RPS as authorized agent of the original Creditor, as the Law Firm, in its discretion, determines the best and most appropriate course of action to follow.
2. Law Firm shall promptly acknowledge receipt of all claims assigned to Law Firm by RPS.
3. The minimum service to be provided by the Law Firm shall be a minimum of two letters sent on the letterhead of the Law Firm, and four efforts to reach a debtor via telephone, fax or email communication during the first 45 days of the claim being assigned by RPS to the Law Firm. Following the first 45 days after being assigned to Law Firm, Law Firm shall provide a 45-day report to RPS summarizing Law Firm's efforts and providing RPS with a reasoned opinion of the matter, specifically to include the Law Firm's recommendation as to whether litigation of the claim is advisable and likely to lead to the recovery of the claim.
4. In the event that the Creditor authorizes suit, RPS shall deposit into the Attorney's trust account court costs and expenses requested by the Law Firm in the 45-day report. Until such costs are deposited, Law Firm shall not be deemed to have agreed to represent the Creditor in court action. Upon filing suit, Law Firm shall attempt to maximize the recovery for Creditor by seeking all allowable fees, costs and interest, including attorney's fees as allowed by law.
5. RPS agrees to pay Law Firm, and Law Firm agrees to handle cases assigned to it by RPS in accordance with the following fee schedule:

On cases collected without the necessity of filing suit: Seventeen percent (17%) of any funds recovered by Law Firm.

On cases where suit is filed by Law Firm against the Debtor: Twenty-five percent (25%) of any funds recovered by Law Firm.

RPS DOES NOT PAY SUIT FEES, TRIAL FEES OR NON-CONTINGENT FEES OF ANY KIND. IF YOU ARE NOT WILLING TO ACCEPT CASES UNDER THESE TERMS, PLEASE DO NOT SIGN OR RETURN THIS AGREEMENT.

6. RPS certifies to Law Firm that the cases assigned to Law Firm by RPS are valid and enforceable debts that have not previously been collected or paid by the Debtor and that RPS is not aware of any set-off, counterclaim, cross claim or third party claim that could defeat or reduce recovery of the debt. In the event that a Debtor files a counterclaim against the Creditor when suit is filed against the Debtor, Law Firm agrees to file a general denial on behalf of Creditor but shall have no duty to defend said counterclaim further on behalf of the Creditor without a subsequent agreement between Law Firm and Creditor with regard to fee compensation to Law Firm for the defense of said counterclaim.
7. Following the initial report after 45 days, Law Firm shall provide updates to RPS every thirty days for delivery to the Creditor detailing Law Firm's progress on each case assigned to Law Firm by RPS. Law Firm will remit no later than the fifteenth (15th) day of each month all amounts recovered in the previous month, less the fee due Law Firm with a detailed statement showing the allocation of the funds recovered.
8. Law Firm understands that RPS will use electronic means to deliver claims to Law Firm for action by Law Firm. Such deliveries shall be done by delivery of the claim to attorney via email notification to the following email address:

_____. (Please print) or by way of facsimile to:

9. Law firm shall provide all reports called for under this agreement to RPS electronically. RPS will establish a page on its web server for Law Firm to send updates and reports to RPS. The parties agree that the process implemented by RPS for electronic assignment and reporting is

- unique and Law Firm agrees to work with RPS and to use its best efforts to facilitate, finalize and improve the electronic assignment and reporting system being developed by RPS.
10. For each claim assigned by RPS to Law Firm, RPS shall provide a copy of the written document(s) giving rise to the Debt or a statement of account showing the present amount currently owed by the Debtor and all available contact information for the Debtor. RPS will use its best efforts to provide Law Firm with any additional information regarding the Debtor's location should Law Firm request the same from RPS, including skip trace work should initial efforts to contact the Debtor or serve the Debtor be returned as "undeliverable", RPS agrees to fully cooperate and assist Law Firm with the preparation, presentation and collection of all cases assigned to Law Firm by RPS.
 10. Law Firm agrees that it will fully comply with all requirements of the Fair Debt Collection Practices Act and with all state and federal laws regarding Debt Collection at all times and agrees to indemnify and hold harmless RPS and the Creditor from any and all claims, demands, actions or judgments arising out of or in any way connected with Law Firm's failure to fully comply with the provisions of this paragraph. **Law Firm agrees that it will not solicit any client of RPS and will not undertake to perform any additional or different collection work for client without the prior written agreement of RPS.**
 11. Either party may terminate this agreement upon thirty days (30) notice, delivered electronically to the other party. Otherwise, this agreement shall remain in full force and effect as long as Law Firm is working on cases assigned to it by RPS. This agreement shall govern all cases assigned to Law Firm by RPS, regardless of when the same are assigned by RPS to Law Firm.
 12. This agreement shall be interpreted in accordance with the laws of the State of Florida. In the event of any term herein being held to be invalid or unenforceable, that term shall be deemed to be severed and held for naught and the remaining provisions of this agreement shall remain in full force and effect.
 13. In the event of any dispute between Law firm and RPS arising hereunder, the parties agree to submit the dispute to binding arbitration in accordance with the guidelines and rules of the American Arbitration Association and venue for any legal action arising out of this agreement shall be in Orange County, Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

RPS Worldwide

By: _____
As its duly authorized Agent

For Law Firm