

CONTINGENT FEE SERVICE AGREEMENT

This Agreement is by and between _____
("Client") and _____ ("Company") and is
effective when signed by both parties.

Background

This agreement is made with reference to the following facts and circumstances:

Company is in the business of processing claims for funds it has located;

Company believes that Client is eligible to claim approximately
\$_____ (the "Funds"); and

Client wishes for Company to verify that funds are due to Client and for Company to
then go and get those funds for Client in exchange for Company receiving a portion of
the monies recovered.

1. Client and Company agrees as follows:

- a) Company will advance all costs (to be reimbursed to Company if and when overages
funds are recovered) and Company will perform all reasonable duties necessary to
obtain the Funds;
- b) Company agrees to provide all forms and documents required to process the claim
for the Funds;
- c) Client authorizes Company to act as their exclusive agent to process a claim for the
Funds;
- d) Client agrees to sign and return all documents needed to claim the Funds to
Company within three (3) days of request to Client;
- e) Upon receipt of the Funds, Company agrees to provide Client with a written
disclosure regarding the nature of the Funds; and
- f) Both parties agree to cooperate fully with all reasonable requests from the other in
performance of this Agreement.

2. COMPENSATION:

- a) *Client and Company agree that this Agreement is contingent upon Company actually
recovering the Funds. In the event that no Funds are recovered, all parties to this
Agreement are released of their duties and obligations under this Agreement and
Client will have no obligation whatsoever to pay the Company. In such event
Company will absorb all costs advanced.*
- b) Client and Company agree to that Company shall receive _____% of any Funds
recovered by Company as a compensation for Companies work. In addition
Company shall receive reimbursement for expenses actually incurred to third parties
in recovering funds - such as overnight mail/delivery service charges, notary fees,
postage, counsel fees and costs if an Attorney needs to be retained to recover the
Funds and other reasonable and ordinary expenses.



- c) Under no circumstances is Client responsible for paying any of Company' expenses unless and until funds are recovered in which case the expenses shall be deducted from the total Funds received and then the Company shall receive a percentage of the Funds net of expenses. For example if \$10,200 was recovered with third-party costs of \$200, and the Company was to be paid 45% of the funds recovered, then the Company would receive \$4,500. The calculations are as follows: \$10,200 - \$200 = \$10,000 net to distribute. $\$10,000 \times 45\% = \$4,500$.
- d) For clarification, Company is ONLY entitled to a percentage of the funds that are actually collected and ONLY reimbursed for expenses if money is recovered.

4. NON-CIRCUMVENTION:

- a) Client understands that during the process of working with the Company the Client the may learn where the funds are located. Client agrees that he/she/they will not attempt to circumvent the Company by making the claim without the Company involvement.
- b) In the event the Client does circumvent the Company, Client agrees to immediately pay the agreed upon percentage of the claim to the Company along with any and all legal costs, collection fees, legal fees and expenses incurred by the Company in enforcing its rights to payment of its portion of the claim. In addition to the costs incurred by the Company the Client agrees to pay interest on all monies due the company at the rate of six percent per annum.

5. MISCELLANEOUS PROVISIONS:

- c) *Counterparts and Facsimile Transmission* - This Agreement may be signed in counterparts. A signed copy of this Agreement received by fax, scan, hard copy or email shall be deemed an original.
- d) *Governing Law, Venue, and Relief* - This Agreement shall be governed under the laws of the State where the Company has its office. In the event a dispute arises by either party, the venue shall be in the County Courts in the County in which the Company has its office. The prevailing party shall be entitled to reasonable attorney's fees and other relief awarded by the Court.
- e) *Binding* - This Agreement is binding upon all heirs, successors in interest, and assigns.

Intending to be legally bound by this Agreement the parties affix their signatures below.

(Company Name Here>

By: <print name of person signing here>

Title: <print title of person signing here>

Company Address _____

Company Phone _____

LIMITED POWER OF ATTORNEY

I, _____ (Grantor) hereby appoint _____ ("Attorney in Fact") as my true and lawful attorney for me to claim funds on my behalf and claimable by me that are currently held by any government agency.

I give and grant unto my Attorney in Fact full authority and power to make inquiries about monies that may be claimable by me from any governmental or nongovernmental organization, fill in any applications, make inquiries, hire or get assistance from an attorney, to endorse any payment received from any government agency so my Attorney in Fact can deposit those funds into a bank account held by my Attorney in Fact. My Attorney in Fact is then authorized to deduct any fees due them under a separate fee agreement between myself and the Attorney in Fact, and to then forward the balance of funds to me.

It is my intent that my Attorney in Fact shall perform any and all other acts necessary or incident to the performance and execution of the powers herein expressly granted with power to do and perform all acts authorized hereby; as fully to all intents and purposes as the Grantor might or could do if personally present.

This Power of Attorney will cease twelve (12) months from date hereof.

Dated this _____ day of _____, 20_____.

<CLAIMANT SIGNATURE GOES HERE>

Grantor

Notarization

State of _____)
: ss.
County of _____)

I, the undersigned Notary Public in and for the State of _____ hereby certify that on the _____ day of _____, 20_____, personally appeared before me _____ to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Signed _____
Notary Public in and for the State of _____
With an Address of _____
My commission expires _____

