

AGENCY NETWORK SERVICES AGREEMENT

This Agreement made this 7th day of SEPT., 2010, between [REDACTED] with a principal address of [REDACTED] Dickson City, PA 18519, (herein referred to as "Agency," "you," or "your"), and various creditors and/or debt purchasers (herein referred to as "Client"), who have authorized [REDACTED]'s Agency Network Services (herein referred to as "we," "our," or [REDACTED]) to conduct collection services on their behalf and whose names will be reflected in a separate communication forwarding individual accounts to you. Each Client has authorized [REDACTED] as its agent, to engage you to provide collection services on behalf of such Client in connection with the collection of certain account balances owed by various debtors (herein referred to as the "Debtor").

In consideration of the foregoing and the mutual covenants contained herein, the parties hereto agree as follows:

1. Subject Matter

[REDACTED] on behalf of the Client, hereby retains you to collect monies owed Client on unpaid and delinquent accounts referred to you by [REDACTED] during the term of this Agreement. If a conflict of interest precludes your acceptance of a particular matter, you will notify [REDACTED] in writing, of the fact immediately. You agree to diligently pursue the collection of monies due on the referred accounts promptly and in accordance with applicable state and federal law as interpreted in your jurisdiction. You also agree to comply with [REDACTED] Agency Network Standard Operating Procedures, attached hereto and incorporated herein by reference as "Agency Network SOP." [REDACTED] reserves the right to amend its Agency Network SOP at any time with prior written notice to you, and your acceptance of the accounts or performance of any services on the accounts forwarded to you will serve as your acceptance of the SOP as amended.

2. Compensation/Fees

[REDACTED]

All amounts collected from a Debtor must be remitted to [REDACTED] in gross, as agent for the Client. **NO DEDUCTION MAY BE MADE FOR FEES, EXPENSES, COURT COSTS OR ANY OTHER AMOUNT.** [REDACTED] will, in a timely manner, pay all your fees on the gross remit being posted in our offices and will reimburse you for approved costs and expenses. All payments shall be sent electronically unless given prior permission by [REDACTED]

Agency will not be entitled to a fee, [REDACTED] for recoveries reported in the first ten (10) days after the account is placed. This does not apply to recoveries received by your office, but only to direct payments reported to you, having been received by NCO, or by the Client directly.

All NSF transactions and payment corrections shall be presented within forty-five (45) days of the original transaction date. [REDACTED] will not accept NSF's or corrections and the Agency will not be reimbursed without permission of the Client and [REDACTED]

All reimbursement disputes for [REDACTED] and cost must be presented within sixty (60) days of the transaction. It is your responsibility to reconcile all discrepancies within sixty (60) days. [REDACTED] will not review or reimburse transactions that are not presented within sixty (60) days.

3. Remittance

Unless otherwise specified, all GROSS monies collected for all portfolio accounts, including Non Sufficient Funds ("NSF") will be reported in the manner outlined in the Agency Network Standard Operating Procedures. Remittances should be at a minimum be conducted weekly, or as otherwise specified by [REDACTED]

4. Communications with Debtors

[REDACTED] reserves the right to review any written communication you deem appropriate to send to a Debtor. If [REDACTED] requires review of correspondence prior to mailing, any such requirements will be specified in a letter at the time an account is referred or placed with you.

5. Compliance with Laws

You agree that you will perform all services for each Client and for [REDACTED] in accordance with all applicable state and federal laws. You acknowledge that you are familiar with all applicable federal, state and local laws pertaining to the collection of debts and consumer protection (collectively, the "Laws"), including but not limited to the Fair Debt Collection Practices Act (15 U.S.C. §1692, et seq.), the Gramm-Leach-Bliley Act (15 U.S.C. §6801, et seq.), the Health Insurance Portability and Accountability Act of 1996 (herein referred to as "HIPAA"), and the Fair Credit Reporting Act (15 U.S.C. §1681, et seq.). You have and will continue to maintain in force and in good standing all insurances, licenses, permits and authority required by any governmental entity to carry on your business and perform your obligations under this Agreement. You shall immediately notify [REDACTED] of any action taken by an individual, a regulatory agency, attorney, or court regarding violation of any regulations governing your debt collection practices. Additionally, you will maintain a complete history of complaints (both alleged and valid) and responses that shall be available for review by [REDACTED] at any time.

6. Insurance

During the term of this Agreement, you agree to maintain at your sole expense the below referenced insurance policies. Each policy shall be written with a financially sound and reputable insurer, and who meets with [REDACTED] satisfaction. The below policy limits are intended as minimum threshold amounts, and it shall be your duty to maintain coverage above and beyond these minimum thresholds as is customarily the case in the normal course of business by agencies of similar size and type:

- a) Errors and Omissions ("E&O") Insurance Policy in which the limit of aggregate coverage shall not be less than [REDACTED]
- b) Employee Theft and Dishonesty Bonds in which the limit of coverage shall not be less than [REDACTED]
- c) General Liability Insurance in which the limit of aggregate coverage shall not be less than [REDACTED]

Each policy of insurance shall name [REDACTED] as Certificate Holder and Loss Payee, or Joint Loss Payee. None of the above-referenced insurance policies shall be cancelled or amended for any reason without first giving [REDACTED] thirty (30) days prior written notice. A valid and signed Certificate of Insurance shall be

delivered to [REDACTED] on or before the commencement of this Agreement, or at least ten (10) days prior to the expiration or cancellation of any policy that is replaced.

7. Confidentiality

You acknowledge that [REDACTED] and its Clients deem all information in your possession in connection with this Agreement (herein referred to as "information") and your performance hereunder to be strictly confidential. You acknowledge that [REDACTED] and Client's identity are deemed to be confidential information, which shall not be disclosed to your other clients, but may be disclosed to Debtors in the ordinary course of collection efforts. You agree that you shall hold all information in strict confidence and shall not disclose any such information to any third party without the prior written consent of [REDACTED] nor shall you use such information for any purpose whatsoever except as contemplated hereunder. [REDACTED] proprietary systems, including but not limited to eRecoverEase, are considered confidential and must not be shared with any other entity without prior written consent of [REDACTED]. This section seven (7) shall survive any termination of this Agreement.

In the event of a violation of the provisions of this section, [REDACTED] shall be entitled, in addition to other rights and remedies it may have, to maintain an action for damages and permanent injunctive relief, it being agreed that the substantial and irrevocable damages which [REDACTED] would sustain upon any such violation are impossible to ascertain in advance and money damages would not provide an adequate remedy to [REDACTED].

8. Non-Exclusivity

It is expressly understood and agreed that this Agreement is non-exclusive, and that [REDACTED] may employ the services of multiple agencies or law firms and that [REDACTED] may exercise absolute discretion with respect to the accounts referred to you for collection. It is further agreed that, in connection with the performance of this Agreement, any cost or fees incurred by you, other than customary fees for which you have obtained prior written approval for reimbursement, including, but not limited to moving your physical location, upgrading computer hardware and software, hiring additional personnel or altering forms used in the collection process shall be borne exclusively by you. You waive any right you may have or which you believe may exist or recover such costs from [REDACTED].

9. Staff Qualifications

You warrant that all persons assigned by you to the performance of this contract shall be employees of your agency and shall be fully qualified to perform the work required. At no time shall you subcontract out collection of [REDACTED] placed accounts with another collection agency.

10. Non-Discrimination and Workplace Safety

You agree to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and/or regulations may result in termination of this contract at [REDACTED] election.

11. Indemnification

You agree to indemnify, defend and hold harmless [REDACTED] the applicable Client, and their respective parent companies, subsidiaries, affiliates, officers, directors, employees and agents from and against any and all claims, causes of action, demands, judicial or administrative proceedings, liabilities, errors, damages, costs and expenses (including court costs and reasonable attorneys' fees) that may arise as a

result of your acts or omissions (or those of your employees, banks or agents), your alleged or actual violations of applicable law in the performance of this Agreement, or your breach of this Agreement.

The indemnities shall not extend to any claim, cause of action, demand, judicial or administrative proceeding, liability, error, damage, cost, expense (including court costs and reasonable attorneys' fees) that may arise solely from [redacted] negligence or gross misconduct in performance of or in breach of this Agreement. In such event [redacted] shall indemnify, defend and hold you harmless from and against all claims, causes of action, demands, judicial or administrative proceedings, liabilities, errors, damages, costs and expenses (including costs and reasonable attorneys' fees). The indemnities provided for herein shall survive the termination of this Agreement. Neither party will be liable for any consequential, indirect, special, punitive, incidental or exemplary damages, including without limitation lost profits of revenues, whether foreseeable or unforeseeable, even if such party has been advised of the possibility of such damages, arising out of this Agreement or the services provided hereunder.

12. Electronic Files

In consideration of [redacted] placing accounts with you, you agree to utilize eRecoverEase in accordance with [redacted] Standard Operating Procedures to download new placements assigned, to upload activity updates generated by your collection system on a daily basis, to view your inventory and performance analysis and to return accounts. At all times during the term of this Agreement, [redacted] shall have access to the files placed with you through eRecoverEase.

13. Return of Accounts

It is expressly understood and agreed that [redacted] reserves the right to recall or ask for a return of any accounts placed with you for any reason whatsoever. At no time shall Agency have the right to exercise or claim any fees, mechanics or other lien on any account of the proceeds recovered on any account after such account has been recalled by [redacted]. At no time shall you have an ownership interest in any account placed with you by [redacted]. Upon notification of return/recall, you shall return to [redacted] all records original provided by [redacted] and/or created by you during collection efforts.

After an account has been recalled by [redacted] Agency agrees to give up any right or claim to any fees resulting from the proceeds recovered on any account. Agency agrees that it also gives up the right to claim or exercise any type of lien, mechanics or otherwise, on any account once it has been recalled by [redacted].

14. Closing of Accounts

For many reasons, a Client will require [redacted] to close active accounts from time to time. In these instances, if [redacted] is due a fee, your fee will also be protected. However, if for any reason [redacted] is not entitled to a fee, you likewise will not be due any fee on such account, regardless of the work on the file that may have been performed.

15. Right to Audit

[redacted] shall have the right at any time during normal business hours, with or without prior notice, to review, audit and/or copy any and all documents maintained by you in direct relationship to [redacted] accounts. You agree to cooperation with the designated [redacted] agent by providing access to all accounts, equipment, telephone and other amenities without charge to [redacted]. Expenses for on-site audits conducted in accordance with [redacted] Agency Network Standards of Operating Procedures will be reimbursed to [redacted] by the Agency.

16. Non-Solicitation

It is expressly understood and agreed that during the period commencing on the date of this Agreement and terminating six (6) months after termination of this Agreement and your return of all accounts to [REDACTED] you shall not directly or indirectly solicit placement of accounts, of the same or similar type, from clients whose accounts placed with you by [REDACTED] pursuant to this Agreement. However, if an existing relationship with a known Client of [REDACTED] has been established prior to entering into this Agreement, such relationship shall not be subject to the non-solicitation terms of this Agreement

It is further expressly understood and agreed that during the period commencing on the date of this Agreement and terminating six (6) months after termination of this Agreement and your return of all accounts to [REDACTED] you shall not directly or indirectly solicit current [REDACTED] employees for employment.

17. Term and Termination

The term of this Agreement shall commence on the date herein set forth and shall continue until either party gives the other notice of termination in accordance with the following requirements:

Said notice shall be in writing, and shall be deemed proper if given by personal delivery, overnight courier or certified mail to the addresses stated below:

Name of Agency

[REDACTED]

[REDACTED]

Vice-President
Attorney Network Services

[REDACTED]
Dept. 550
Baltimore, MD 21230

Agency Notification to:

[REDACTED]

Dickson City, PA 18519

With a Copy to:

[REDACTED]

Executive Vice President and General Counsel

[REDACTED]
Horsham, PA 19044

Notwithstanding termination of this Agreement, all rights, obligations and duties incurred under this Agreement by either party, including, but not limited to that which is stated under the Confidentiality section and the Indemnification section, will survive the termination of this Agreement and continue in full force and effect.

[REDACTED]

[REDACTED]

18. Books and Records

During and for a period of at least three (3) years or the period of time required by applicable state law, whichever is longer, following the termination of this Agreement, you agree to maintain complete and accurate records with respect to each matter handled on behalf of [REDACTED] and Client. You agree to permit Client, [REDACTED] or their agents to review and audit periodically such files during regular business hours with or without prior notice.

19. Governing Law

The Agreement will be governed by and construed under the laws of the State of Pennsylvania, without regard to the principles of conflict laws. Any suit arising hereunder shall be brought in a court of competent jurisdiction located in Pennsylvania.

20. Integration

This Agreement, all Addenda, including the Agency Network Standard Operating Procedures, and any subsequent correspondence referring matters to you and establishing procedures to be followed constitute the entire agreement between you and [REDACTED] and shall not be changed except by written notice. All provisions found in Addendum shall be deemed incorporated by reference herein and made part of this Agreement. [REDACTED] reserves the right to amend this Agreement and any and all Addenda hereto at any time if done so in writing. Every Amendment shall specify the date on which its provisions shall be effective.

This Agreement, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement shall be independent of and have no effect on any other agreement of either party.

21. Captions

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

22. Force Majeure

Notwithstanding anything to the contrary contained herein, neither party will be liable to the other for a failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond its reasonable control such failures or fluctuations in electrical power, heat, light, telecommunication lines or telephones.

23. Severability

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law. However, that, in such case, the parties will in good faith use their reasonable efforts to achieve the purpose of the invalid provision by agreeing on a substitute provision that is legally enforceable.

24. Intellectual Property

No trademark, copyright, patent, trade secret, trade dress or any other proprietary right is granted to either party under this Agreement.

25. Business Day Defined

A "business day" is any day other than Saturday, Sunday, or a federal holiday.

26. Relationship of Parties

The relationship of the parties under this Agreement is that of independent agents and not that of employer/employee, principal/agent, partnership, joint venture or representative.

IN WITNESS WHEREOF, parties hereto have caused this agreement to be executed this 5th day of SEPT., 2010.

Agency

Name:

By:

Name:

By:

Title

Vice-President

Date:

Date: