

Improve Your Recovery Rates on U.S. and International Bad Debt

Empire Credit & Collection has been collecting bad debt for Businesses and Individuals since 1979. Our experienced debt collection teams, combined with our world-class debt collection system, will help you improve your recovery rates and ensure you receive the highest return on every dollar placed.

As a Empire Credit & Collection Client,

You Can Count On...

- Expert account handling by knowledgeable collection professionals with years of debt collection experience.
- Consistent treatment of all your accounts, with each step in the collection process tracked and monitored to meeting well-defined performance goals to ensure we collect your money as quickly as possible.
- Improved recovery rates on domestic and international past due accounts. Our recovery rate against U.S. debtors is substantially higher than the benchmark recovery rate of the Commercial Law League of America.
- Worldwide expertise. We have multi-lingual collectors specializing in international collections, and a global network of more than 400 affiliate attorneys and agencies.



No Recovery - No Fee Process

We have a No Recovery, No Fee collection process with an 82% success rate. If we can't get you paid, you owe us nothing for our time, efforts, or resources. This process consists of 3 phases.

Phase One:

The day you place your account, the following will happen:

- The first of four demand letters is sent to the debtor via the US Mail.
- Contact will be made directly by one of our staff collectors
- Our collector will start to contact the debtor and produce a resolution to the matter.

Expect our collectors to place daily phone calls the first 14 to 21 days in an attempt to contact the debtor.

If all attempts to reach a conclusion to the account fail, we go to Phase Two where we immediately forward the case to an attorney within our network located within the debtors jurisdiction.

Phase Two:

Upon our office sending your case to a local attorney within our network, you can expect the following.

- The receiving attorney will immediately draft the first of several legal letters to the debtor on his law firm letterhead demanding payment of the debt owed to you.
- The receiving attorney or one of his staff members will immediately start attempting to contact the debtor via the phone, in addition to the series of letters.
- 90% of cases are resolved by this stage. However, if all attempts to resolve the matter continue to fail, we
 will send you a letter explaining the issues surrounding the case and what we recommend for the next and
 final step.

Phase Three:

Our recommendation will be one of two options for your case.

• Close the case and write the balance off as a loss

Or

• Continue with litigation using one of our affiliate attorneys.

You will be able to decide how far you would like to take the case. If our litigation attempts fail, you will owe nothing to our firm or our affiliated attorney.



ACCOUNT PLACEMENT FORM

Client Info:

			Chem Inio.		
Company Name			Contact		
Your Title	A	ddress		City	
State	Zip	Phone		Fax	
E-mail					
			Debtor Info:		
Company or l	Individual Name	e			
Address					
					Zip
Country			E	E-mail	
Phone			Fax		
Principle Amount Owed			Interest/Fees		
Primary Contact			SS or Tax ID #		
Service or Pro	oduct Provided_				
			Terms Offered		
Additional I	Information:				
		- (- \		
Signed Con	tracts Availab	le (Please Circ	ele): YES /	NO	



EMPIRE CREDIT AND COLLECTION SERVICE AGREEMENT TERMS AND CONDITIONS

This agreement is made this date between Empire Credit and Collection, Inc. and _______, hereinafter referred to as Creditor/Client and is for the collection of delinquent accounts by Empire Credit and Collection or its network of attorneys and collection specialists on behalf of Creditor/Client.

- 1. It shall be the intent of the Creditor/Client to retain the services of Empire Credit and Collection for the purpose of providing debt collection services. In the interest and spirit of maintaining the highest level of ethical and professional standards the parties agree to conduct themselves in accordance with the terms stated below.
- 2. Creditor/Client warrants the validity, amount and authenticity of all claims placed with Empire Credit and Collection for collection. Upon request, Creditor/Client agrees to forward documentation to Empire Credit and Collection to prove the amount and authenticity of the claim when requested. Any partial payments or full payments received after the date the account is submitted, are subject to fees pursuant to article 5 below.
- 3. Empire Credit and Collection is to act as it deems appropriate in the collection of claim(s) and is authorized to accept partial payments. Furthermore, Empire Credit and Collection shall have the right to endorse for deposit and collection any checks payable to the Creditor/Client. The compromise or settlement of any claim(s) will not be made without the consent of the Creditor/Client.
- 4. Creditor/Client agrees to cease all communication with the debtor(s). Creditor/Client agrees that the claim(s) is/are not to be handled by any other institution, collection agent, or representative. Creditor/Client agrees to inform Empire Credit and Collection immediately as to the nature and content of all contacts which debtor(s) makes or attempts to make directly with the Creditor/ Client. Claim(s) that are compromised by the Creditor/Client and or settled directly with the debtor are subject to fees pursuant to article 5 of this agreement. Any payments paid directly by the debtor(s) to the Creditor/ Client, partial or full shall be subject to fees pursuant to Article 5 of this agreement.
- 5. All claims placed with EMPIRE CREDIT AND COLLECTION by Creditor/Client regardless of amount shall be billed at the following rates below. If our company or you (client) do not receive any payments, you owe us absolutely nothing! If any partial or full payment is made to you (client) or our company, we are due our commission rate below:
 - 33% of the amount collected on accounts that are under (1) year in age.
 - 50% of the amount collected on accounts that are over (1) year in age.
 - 50% of any claim placed that has a principal value less than \$500.00.
 - 50% of the amount collected that are forwarded to an outside attorney that require litigation.
- 6. In the event claim(s) are withdrawn due to account placement error or are discovered to be previously paid shall be billed at a rate of 10% as an administrative, clerical and initiation fee. Once a payment is made on an account or legal Proceedings have been initiated, whether pre or post judgment the withdrawal or cancellation of the claim(s) is only permissible after all fees, court cost, and due diligence expenses have been paid. The jurisdiction for resolving any dispute arising under this agreement shall be in Suffolk County, New York, United States of America.

7. Cancelation of the agreement must be done in writing. Email your request to admin@empirecollectionagency.com or mail to our address above. Cancelation takes effect 30 days after the
request is received. Any payments made prior to cancellation are subject to fees pursuant to Article 5. Claims cancelled with active payments arrangements are subject to fees equal to the full balance of the account pursuant to Article 5 of this agreement.

Agreed on this date/	Name (print)
Position with Company:	Signature:
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