

## Assignment and Trust Agreement

The undersigned, hereinafter referred to as "Client" hereby assigns (transferring of the account(s) to TRACO) to TRACO INVESTMENT CORPORATION "Agency", all designated accounts, checks, drafts, ledgers and/or contracts, with full authority to take such action as may be necessary, including but not limited to the power to collect, compromise or make settlements, transfer, pull and enter credit reports, file suit or otherwise enforce collection in the name of Client.

Client further authorizes Agency to deposit monies collected on Client's behalf into Agency's Trust Account. Collection reports to be mailed to Client on the 15<sup>th</sup> of each month and shall include Client's share of collections made in the previous calendar month.

Client agrees to indemnify Agency for any act or omission taken by Client, their agent's, heirs or assignees on any claim transferred to Agency for collection. Agency agrees to indemnify Client from any act arising from Agency's collection efforts after the assignment of the account (s) to TRACO.

Client agrees that in consideration for the rendering of the above described services, Client shall pay Agency a sum equal to the agreed contingency fees set forth below.

Client authorizes Agency to retain out of first monies collected all court costs and suit fees which have been advanced by Agency and to retain all interest accrued from any and all monies collected for the rendering of said services.

Agency's contingency fees shall be \_\_\_\_\_ percent.

Client's Name: \_\_\_\_\_

Company Rep: (print) \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Agency Rep: \_\_\_\_\_ Dated: \_\_\_\_\_