

Transworld Systems Inc.
Assignment Change Request Form

CLIENT NAME _____ (Please Print) CLIENT # _____

I wish to change my account from Phase I (Written Demands only) to Phase II Full Service (Written and Verbal Demands). I agree to the following rates:
_____ % - _____ % (rates are subject to Corporate approval prior to change).
(months)

By my signature below I acknowledge that I have read and agree to the terms and conditions set forth hereto.

1. The Client agrees that if the individual Account(s) is not suspended or cancelled, and provided it is not otherwise terminated, the Account will automatically be transferred to Verbal Demands for collection on a percentage commission basis. Accounts assigned to TSI PRIOR to effective date of the Assignment Change Request shall not be affected by the Assignment Change Request (will not automatically transfer) and shall continue to be governed in accordance with the Agreement in force at the time of the assignment (may be transferred by Client on a case-by-case basis). Clients using the Online Client Portal (OCP) to transfer data to TSI shall have the option to transfer Accounts and/or update Account information only by the following method (Choose A or B, but not both):

- A. Electronic (e-mail) format. Set hold time at 14 days (Up to 30 days; default is 14 days) OR
- B. _____ Hardcopy (paper) format (HOLD is 14 days)

Client agrees that the provisions of paragraphs 2 through 7 hereof shall apply to any and all Accounts that may be transferred to TSI hereunder, whether automatically or by individual consideration, and without regard to electronic or hardcopy format.

2. Accounts will be assigned at a _____ % commission rate; provided, however, that for an Account to qualify for this commission rate it must be assigned to TSI for collection when the Account is less than _____ months past due from the date of last payment or charge. The Client further agrees that a _____ % commission rate will be due on each Account that is delinquent in excess of the above stated months.

3. A 50% commission rate will be due on monies recovered on the following: A) Any account directly assigned to Phase 2-Verbal Demands; B) Accounts which prove to be skips (mail returns); C) Accounts outside the TSI network which TSI is required to forward to another agency; D) Accounts submitted by TSI to attorney for legal review and possible legal action as contemplated hereunder; E) Accounts under \$50.

4. Client shall notify TSI immediately of all direct payments received, or credits given, after date Account is transferred to TSI, and further agrees that TSI is entitled to full commission on all monies recovered, whether paid to TSI or the Client directly, or if credited to any Account for any reason (e.g., credit for merchandise returned) by Client.

5. TSI is authorized to forward Accounts to attorney for collection, including, in such attorney's discretion, the filing of legal action. TSI agrees to advance all court costs associated with filing legal actions. From the first monies recovered on assigned Accounts forwarded to attorney: TSI shall be reimbursed for such costs. Thereafter, distributions shall be pro-rata between TSI and Client.

5A. As part consideration for services hereunder, including the advance of costs under the preceding paragraph, TSI **shall retain all interest collected on all assigned Accounts, irrespective of legal action having been filed or not been filed on any such Accounts. Client hereby authorizes TSI to collect interest on assigned Accounts pursuant to applicable law.**

6. The Client authorizes TSI to endorse negotiable instruments received in payment of claims and to deduct commissions on claims paid directly to Client from any monies due Client.

7. Requests to cancel or terminate collection activity on Accounts must be in writing. Accounts shall be cancelled or terminated only upon written acknowledgement by TSI. **Cancellation fees may apply.**

8. Accounts on which the debtor is located in Puerto Rico might, in certain circumstances, be assigned to Professional Recoveries Inc. for collection. Client hereby agrees to such assignment.

9. Wisconsin creditors must issue suit authorization for each account individually.

The totality of this document constitutes the entire agreement between TSI and Client. No statement, representation, claim, or warranty not set forth herein shall be binding upon either TSI or Client. This writing may be modified only by a subsequent writing signed by an authorized representative of each TSI and Client.

Facsimile copies of this document, as well as signatures hereon, may, in the discretion of TSI, be treated as originals.

Phase 1 & 2 Full Services

SIGNED: _____
CLIENT/PURCHASER'S SIGNATURE
(or online equivalent)

DATE: _____ PRINT CLIENT/PURCHASER NAME

SIGNED: _____
SALES REPRESENTATIVE SIGNATURE
(or online equivalent)

PRINT SALES REPRESENTATIVE NAME

Note: Notwithstanding execution of this Agreement by any representative of TSI and by Client, TSI reserves the right, in its sole discretion, to void the Agreement, or to modify the Agreement with Client's and TSI representative's acknowledgment and consent, at any time prior to commencement of performance of services by TSI hereunder.

NON-TRANSFERABLE