



LISTING AGREEMENT

_____ hereafter referred to as “Client” agrees to hire McKernan Gowans to effect collection of past due accounts listed now as well as accounts listed at future dates. I/We agree to the following terms and conditions:

1. Recovery Fees: 33% of recovery on commercial and consumer accounts.
2. All payment arrangements secured on the Client's behalf will be paid directly either to the Client (and we will invoice for our fees); or to our offices (and we will deduct our fees and send the Client the net recovery)
3. Settlements: McKernan Gowans agrees not to accept any offers of settlement without prior, written, authorization from the Client, unless such discretion is given by the Client.
4. Litigation: McKernan Gowans will not initiate any litigation on behalf of our Client, without prior, written authorization from the Client. McKernan Gowans will only recommend litigation after a thorough investigation concludes that the customer has assets/income to pursue and that the Client should recover the balance owed. The Client agrees to pay all legal fees relating to authorized legal actions.
5. Bankruptcy: In the event a customer files for creditor protection, McKernan Gowans may, at the discretion of the Client, file all documents, and dispute where necessary, on behalf of the Client.
6. Credit Bureau Reporting: The Client agrees to advise McKernan Gowans prior to listing of accounts, of any accounts the Client has already reported (derogatory reports) to credit reporting agencies, and agrees McKernan Gowans shall have full discretion in reporting all listed accounts to said credit reporting agencies.
7. Termination: Either party may terminate this agreement at any time upon thirty (30) days written notice. All accounts will be returned immediately to the Client with the exception of accounts making monthly payments. These accounts will remain with McKernan Gowans until paid in full, settled or considered resolved by McKernan Gowans.

Duly authorized by

Date