



RECEIVABLES AGREEMENT

This Receivables Agreement (“Agreement”) is made between **NorthStar Technologies, Inc.** (hereinafter referred to as “NS”), located at 5807 S. Garnett Rd., Suite L, Tulsa, Oklahoma 74146; and

(hereinafter referred to as “The Company”), with its principal place of business located at:

as of the date signed by the last signatory hereto.

WHEREAS, THE COMPANY is in the business of providing financial services and other depository products and in the course of its business generates accounts receivables (hereinafter “Receivables”); and

WHEREAS, NS is in the business of providing Receivable collections; and

WHEREAS, THE COMPANY desires to engage NS on the terms and conditions hereinafter set forth as The Company’s third party processor to assist The Company in collecting outstanding Receivables due The Company.

NOW, THEREFORE, The parties hereto do hereby agree as follows:

1. NS Responsibilities

- a. NS will provide the opportunity to receive from The Company outstanding Receivables daily, Monday through Friday via U.S. mail, electronic email or file-transfer-protocol (FTP).
- b. Upon receipt of the Receivable from The Company and/or their agent(s) the Receivables which have been placed with NS will be data captured and made available in the NS computer system for both archival and retrieval purposes.
- c. Receivable information will be segmented by 1) closure code, 2) store/branch location, and 3) any and all payments made toward restitution. This information will be made available within two (2) business days of receipt of said items for review.
- d. NS will maintain a record of any Receivable placed with NS for a period of at least five (5) years. Thereafter, unless arrangements are made ahead of time for archiving the data, all files will then be purged.

2. The Company’s Responsibilities

- a. All of The Company’s Receivables will be delivered to NS by The Company after its closing. Friday’s items will be delivered on the next business day.
- b. The Company will ensure that they have signed agreements with their customers to perform such services as described in this agreement.

- c. The Company will forward all required information on new customers for setup to NS.
- d. The Company will forward to NS each business day, by mail or electronic file, all Receivable items pertaining to the service based on the interface agreement in Addendum: B.
- e. The Company shall indemnify NS against any loss, liability or expense (including attorney fees and expenses) resulting from or arising out of any breach of the following representations and warranties.
- f. The Company agrees to notify NS immediately, but no later than ten (10) days after receipt by The Company, of any notice of bankruptcy which would affect any Receivable.

3. **Representations, Warranties and Indemnities**

The Company, as originator of any Receivable placed with NS, shall be deemed to have represented and warranted to NS the following with respect to each Receivable: (i) The Receivable is an owed debt to The Company; (ii) The Company has good title to the placed Receivable; (iii) The Company has supporting documentation as to the placed Receivable; (iv) The placed Receivable is not subject to any known defense or claim; (v) NS and The Company have no knowledge of any insolvency or bankruptcy of the customer; (vi) NS shall be entitled to rely on the foregoing representations and warranties. **This is a binding agreement and both parties represent that they have reviewed this document in its entirety and that they have had the opportunity to review this document with their respective counsel, that this document is not to be construed against any drafter, that it has been negotiated in good faith and that they agree to be bound hereby.**

4. **Disclaimers of Warranties and Limitation of Liability**

- a. NS makes no warranties, express or implied, as to any warranty for a particular purpose or the warranty of merchantability. There are no warranties extended beyond the description on the face thereof.
- b. In no event shall NS be liable for the special or consequential damages arising from the provisions of this agreement, including, without limitation, the acts, errors and omissions of NS or The Company. NS shall not be liable for consequential damages to either The Company or the Company's customers.
- c. The Company shall hold NS harmless from any and all claims or asserted liabilities by any third party.
- d. NS shall not be considered in default due to any failure in performance of this agreement should such failure arise out of causes beyond its control or without its fault or negligence. Such causes may include, but are not limited to, acts of God or a public enemy, acts of Government in either its solvent or contractual capacity, fires, floods, plagues, strikes, power failures, computer associated equipment outages, unusually severe weather conditions or other catastrophes.

5. **Indemnification.**

- a. By NS. NorthStar shall indemnify, defend, release, and hold harmless The Company from and against any and all claims, costs (including attorneys' fees and court costs), or causes of action arising from or relating to the Application in connection with (a)

the failure of NS to fully and properly comply with applicable laws, rules, regulations or orders; (b) NS or any of its agents', employees' and/or representatives' breach of this Agreement; (c) personal injuries or death or damage to any property in any way incident to or arising out of or claimed to have arisen out of the Application; and (d) claims or suits based on the infringement or violation of the right of any person under any intellectual property right arising out of, occurring in, or in connection with the Application provided hereunder. All obligations to indemnify, defend, release and hold The Company harmless shall extend to the The Company's affiliates, officers, employees, directors, agents and shareholders, and shall extend for so long as an indemnitee may be subjected to claims or suits calling for such obligations, notwithstanding the completion, acceptance, or payment for the Services.

- b. By The Company. The Company shall indemnify, defend, release, and hold harmless NS from and against any and all claims, costs (including attorneys' fees and court costs), or causes of action in connection with the failure of The Company to fully and properly comply with applicable laws, rules, regulations or orders or The Company or any of its agents', employees' and/or representatives' breach of this Agreement. All obligations to indemnify, defend, release and hold The Company harmless shall extend to The Company's affiliates, officers, employees, directors, agents and shareholders, and shall extend for so long as an indemnitee may be subjected to claims or suits calling for such obligations, notwithstanding the completion, acceptance, or payment for the Services.

6. Payment Schedule

Both parties will pay each other in accordance with the terms in Addendum: A, Receivables Agreement.

7. Proprietary Information

All information and records maintained by NS relating to any Receivable shall remain the property of NS. NS shall not re-market, re-package, or sell any customer information to any outside party without consent from The Company.

8. Confidentiality

Both parties acknowledge that by reason of their relationships with each other that they have access to certain information and materials concerning each other's businesses, technology, customers and/or products that is confidential and of substantial value to both parties, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). No Confidential Information shall be disclosed to any third party except in the ordinary course of business and except for the purpose of carrying out the terms of this agreement. Customer information maintained by both parties on a confidential basis shall not be disclosed except as otherwise required by law and/or by the written agreement of the parties, and shall only be used by both parties for the specific purposes contemplated by the agreement. It shall be an event of default on the part of either party if either breaches its confidentiality obligations as stated herein. Termination of the Agreement does not relieve both parties of duties of confidentiality as herein described, said duties of which survive termination.

9. Termination of Agreement

Either Party may terminate this agreement upon ninety (90) days prior written notice to the other party. Any termination shall not affect either party's rights or obligations with respect to entries initiated prior to such termination or pursuant to this agreement.

10. Amendments

From time to time NS may need to amend any of the terms and conditions contained in this Agreement and will make such amendments in writing to The Company.

11. Entire Agreement

This Agreement, together with the executed forms and other attachments hereto, constitutes the entire agreement between The Company and NS with respect to the subject matter hereof and supersedes any prior oral or written agreements between the parties.

12. Assignment

Neither party may assign this Agreement or any rights or duties hereunder to any third party without the prior written consent of the other party.

13. Binding Agreement

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No other person shall have any rights under nor be deemed to be a beneficiary of this Agreement.

14. Severability

In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

15. Arbitration

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled in binding arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be binding on both parties and the arbitration decision shall be enforceable in any court of competent jurisdiction. The arbitration shall be held in Tulsa, Oklahoma, unless the parties agree otherwise. This obligation to arbitrate shall survive even if the Agreement shall be alleged to be rescinded or terminated. Each party shall be responsible for its own fees and costs, including attorney fees.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

NorthStar Technologies, Inc

The Company

Casey Jackson _____

Representative Name

Print Name of Company

566 _____

Rep ID:

Title

Casey Jackson _____

Signature

Signature

Date

Date

COMPANY INFORMATION

Legal name of The Company _____

Tax ID#: _____ Phone: _____ Fax: _____

Mailing Address: _____

City _____ State _____ Zip Code _____

Contact Person: _____ Email: _____

Addendum: A

(For companies wishing to purchase collection letter series)

Receivables Agreement

Phase I Collection Electronic Accounts Receivable [Pre-Paid]

\$ 5.85 Each

- **Based on file format provided to The Company by NS in electronic form.**
- **Phase I Collection to consist of three (3) collection demands over a 42-day period**
- **Client has 2-years from date of purchase to utilize all purchased accounts.**
- **With Remittance Processing, Call Center Support and Web Reporting**

Phase I Collection Electronic Accounts Receivable [Billed Monthly]

\$ 6.85 Each

- **Based on file format provided to The Company by NS in electronic form.**
- **Phase I Collection to consist of three (3) collection demands over a 42-day period.**
- **With Remittance Processing, Call Center Support and Web Reporting.**

Phase I Collection Manual Entry Process [Billed Monthly]

\$ 7.85 Each

- **Item is forwarded in paper form to NS and data input is required to begin process.**
- **Phase I Collection to consist of three (3) collection demands over a 42-day period.**
- **With Remittance Processing, Call Center Support and Web Reporting.**

Phase II and / or Placed Collection Accounts - (NO-FEE CONTINGENCY SPLIT)

1. NS will pay all monies collected directly to The Company on all assigned accounts collected, based on a 65% / 35% The Company / NS contingency.
2. The Company will be paid the 5th of each month on the monies collected and moved to paid-in-full category on Receivables for the previous month to NS.
3. The Company agrees that if the assigned account is not suspended, cancelled or paid-in-full within the time period outlined in Phase I, the account will automatically be transferred and assigned to Phase II of NorthStar Technologies' comprehensive program and paid on contingency based on the above mentioned percentages. *NS reserves the right to assign a contingency rate other than those mentioned above based on industry type. NS will notify The Company in writing 30-days in advance should such a change take place.
4. The Company agrees to notify NS immediately of all direct payments received after the assignment date and NS is entitled to full commission on all monies recovered whether paid to NS or The Company direct after a receivable has been referred to NS.
5. NS or their designated agent(s) is authorized to initiate legal action to an attorney chosen by NS on all assigned accounts. NS or their designated agent(s) agrees to advance court costs associated with legal filing. NS or their designated agent(s) (including attorneys working on the case on behalf of NS) will be reimbursed for such costs, NS or their designated agent(s) will retain all interest collected on assigned accounts pursuant to applicable law.
6. The Company authorizes NS or their designated agent(s) to endorse negotiable instruments received in payment of claims and to deduct commissions on claims paid direct to The Company prior to remitting any money due The Company and hereby grants a power of attorney to NS to do so. The Company also agrees to execute a formal power of attorney for this purpose if need be.
7. NS or their designated agent(s) agrees to remit monthly all monies due The Company on accounts that have been collected on a percentage collection commission and will furnish The Company with a monthly statement via NS's web site.

Please Check Appropriate Phase and Initial:

_____ Phase I Collections Only	Initial _____
_____ Phase II Collections Only	Initial _____
_____ Phase I & II Collections	Initial _____

Preferred Method of Payment:

(If electronic, then Schedule A must be filled out)

CHECK _____

*ELECTRONIC _____

Schedule A:

Authorization Agreement for Automatic Withdrawal of Schedule Payments:
(FOR PHASE I COLLECTION LETTERS ONLY)

I (we) hereby authorize NS to initiate debit entries to my (our) Checking/Savings account (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law.

Depository Name: _____

City: _____ State _____ Zip Code _____

Routing Number: _____

Account Number: _____

This authorization is to remain in full force and effect until NS has received written notification from me (us) of its' termination in such time and in such manner as to afford NS and DEPOSITORY a reasonable opportunity to act on it.

Name(s) _____
(Please print)

Signature

Date

NorthStar Technologies, Inc
5807 S. Garnett Rd, Suite L
Tulsa, Oklahoma 74146

Client Support

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