



SERVICE AGREEMENT

Client Information:

Form with fields for Company Name, Phone Number, Company Tax ID Number / Social Security Number, Contact Name, Email, Address, City, State, Zip.

THIS SERVICE AGREEMENT is entered into between the above referenced company (the "Client") and Asset Recovery Associates LLC, a Missouri limited liability company ("ARA"), as of the ____ day of _____, 20__.

SCOPE OF SERVICES

- 1. Perform Skip Traces on Individuals – Fee \$75 / \$30 no fee if we do not locate subject
a. Locate an individual nationwide and verify current home address and phone number.
b. Provide a comprehensive report on complete address history and possible associates affiliated with subject.
c. Includes up to 2 hours of investigative time to locate subject and verify address information.
2. Personal Asset Search – \$125 per report, per individual / \$50 No hit fee
a. Locate real property to include houses, vehicles, boats and vessels.
b. Determine UCC filings, bankruptcy filings, liens and judgments.
c. Includes up to 2 hours of investigative time to locate and verify information.
3. Corporate and Business Affiliations - Fee \$50, per individual / \$20 No hit fee
a. Locate and business affiliations and ownerships for individual search subjects nationwide.
b. Includes up to 1 hours of investigative time to locate and verify information.
4. Business Asset Search – Fee \$225, per individual / \$75 No hit fee
a. Locate and verify business assets to include real property, vehicle registrations, vessels, boats, aircraft, tax liens, judgments and bankruptcy.
b. Includes up to 3 hours of investigative time to locate and verify information.
5. Employment Search – Fee \$175, per individual / \$50 No hit fee
a. Search employment for subjects who are working for an organization, and are not self-employed or operating under a fictitious name or other alias.
b. Includes up to 2 hours of investigative time to locate and verify employment information.
c. Turn-around time for all employment locates is 15 – 30 days.
6. Enhanced Asset Search –
a. Locate bank accounts – nationwide search per social security number or FEIN number search.
b. Locate brokerage and investment accounts – nationwide search per individual includes information on stocks, bonds, mutual funds, annuities, IRA’s, and other investment accounts.



7. Surveillance
 - a. Asset Recovery Associates can provide surveillance services at the request of the client. Surveillance is done by a third party provider. Client pays the outsourced provider's rates and travel costs at agreed upon rates by Asset Recovery Associates. Rates vary depending on geographic location of assignment.
8. Judgment Enforcement Services
 - a. Asset Recovery Associates will enforce judgments held by the client on a contingency basis. There are no upfront or out-of-pocket expenses. We incur the cost of all search fees and are paid only when we collect for the client. Our fees range from 30 – 40% of what is recovered.
9. Fraud Investigations / Fraud Risk Assessments
 - a. Asset Recovery Associates performs fraud investigations at an hourly rate of \$150 an hour. This includes a thorough investigation to determine the loss, review of case documents, preservation of evidence, preparation of a final report, work with law enforcement and testimony in court if necessary. We also perform Fraud Risk Assessments for business entities who want to mitigate their potential for fraud. This is done on a flat fee basis and varies depending on the complexity of the business operations.

TERMS AND CONDITIONS:

1. **SERVICES.** Asset Recovery Associates agrees to provide timely information, which is verified to the best of our abilities, to our clients. We believe in providing the highest level of service in order to build long term relationships. As part of a value add for our clients, Asset Recovery Associates will conduct a subsequent asset search on an individual, whom we have previously conducted an asset search on, within 12 months from the date of the first asset search invoice. This second search will be at the request of the client and includes a personal asset locate, a business asset locate and bank account locate for a reduced **fee of \$250**. Individual personal financial situations change over time and this search will give our clients additional, updated information to assist them with the enforcement of a judgment.
2. **TURN AROUND TIMES.** To complete individual skip trace and/or standard asset searches, please allow 2-3 business days. For enhanced asset searches, business asset searches and employment searches, please allow between 3 – 5 business days. Banking and brokerage accounts may take up to 20 days to complete. Employment locates could take up to 30 days. These time frames only pertain to asset investigations and do not include fraud risk assessments or investigations.
3. **GRAMM-LEACH-BLILEY ACT DATA.** Some of the information obtained by Asset Recovery Associates services is “nonpublic personal information,” as defined in the Gramm-Leach Bliley Act (“GLBA”), and the data or information obtained that is regulated by the GLBA is hereinafter referred to as “GLBA Data”. Client shall not use GLBA Data obtained by and/or through Asset Recovery Associates in any impermissible manner violative of the GLBA, or any similar state or local laws, regulations, and rules pertaining to GLBA Data. Client represents and warrants that all uses of GLBA Data obtained in connection to the services provided herein shall be in accordance with permissible use(s), as defined under the GLBA.
4. **SECURITY.** Client acknowledges that the information obtained or made available through Asset Recovery Associates includes personally identifiable information, including without limitation, the information described in the Terms and Conditions Section hereof, and it is Client's obligation to keep all such information secure and private.
5. **FEES.** All fees are outlined in this agreement and our fee schedules. Clients will only be billed for all services ordered. If additional investigative hours are needed to verify information, Asset Recovery Associates will notify client and obtain prior approval before additional fees are billed. For any services billed on an hourly basis, professional fees will be billed weekly. Asset Recovery Associates reserves the right to require a retainer prior to commencing any hourly services.
6. **PAYMENT.** Clients are responsible for payment for any and all services rendered by Asset Recovery Associates and at the request of the client. Asset Recovery Associates requires all payments be made via credit card or ACH from the bank account, as authorized by the client, upon completion of each asset search ordered and prior to releasing our findings report.
7. **INDEMNIFICATION.** Client hereby agrees to save, protect, indemnify, defend, and hold harmless Asset Recovery Associates from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection to, whether directly or indirectly to the information provided to Client or in any way related to Client's use of information received by Client (or any third party receiving such information from or through Client) furnished by Asset Recovery Associates. Asset Recovery Associates hereby agrees to indemnify, and hold Client harmless from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from Asset Recovery Associates' gross negligence or breach of any representation or warranty contained in this agreement.



- 8. **ATTORNEYS FEES.** The prevailing party in any action, claim or lawsuit brought pursuant to this Agreement is entitled to payment of reasonable attorney fees and costs associated with the prosecution or defense of any action or dispute arising between the parties in connection to the terms and conditions of this agreement.

- 9. **DISCLAIMER.** Asset Recovery Associates is not a law firm. Accordingly, no information, communication or consultation in connection to the services rendered by Asset Recovery Associates shall be construed in any way to serve as legal advice or counsel and may not be relied on in any manner as legal advice or counsel. Should you need legal advice, you must seek counsel from a licensed attorney. Asset Recovery Associates does not make any guarantee concerning the outcome or results for its services. Not every search subject will be located, have or own assets, or have or own assets which sufficient for Client’s needs. Whereas an exhaustive search will be made, it is understood by the parties that it is possible that a search subject may have assets, bank accounts and/or employment information that Asset Recovery Associates may be unable to locate for various reasons, including limitations based on the scope of Client’s agreed to terms for the engagement. The criteria for bank account “hit” is any current, valid and open account, regardless of balance. The criteria for property “hit” is any currently owned property, regardless of listed or perceived value. Asset Recovery Associates is held wholly harmless for any losses or claims due to errors, omissions or inaccuracies contained in the information provided to clients of our asset search services by outside sources, including but not limited to: state, county and local offices or agencies; information brokers; credit bureaus; creditors; and debtors. Asset Recovery Associates respects the privacy of our Clients and individuals. All personal and payment information obtained by the company via Asset Search Application, Online Contact Form, phone call, written correspondence and email is used solely for the purposes of applying for and utilizing the services of Asset Recovery Associates; is kept in a secured location; and will not be rented, shared or sold. Client acknowledges and warrants that compliance of all applicable laws, regulations and guidelines with respect to Client’s use or retention of information received from Asset Recovery Associates about the “target-subject” of these investigative services; including but not limited to, the Fair Credit Reporting Act, Fair Debt Collection Practices Act, GLBA, HIPAA, and other applicable local, state or federal privacy laws.

GLBA PERMISSIBLE USES

(INITIAL ALL THAT APPLY – AT LEAST ONE MUST BE INITIALED TO BE PERMITTED ACCESS TO GLBA

Some Asset Recovery Associates search results include use and/or display of nonpublic personal information, the use of which is governed by the privacy provisions of the GLBA (15 U.S.C. § 6801 et seq.) and it’s implementing regulations. Client certifies it has a permissible use under the GLBA to use and/or obtain such information and Client further certifies it will only use such information obtained from Asset Recovery Associate for one or more of the purposes selected below:

- _____ 1. As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
- _____ 2. As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications for employment.
- _____ 3. Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
- _____ 4. Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
- _____ 5. To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- _____ 6. In required institutional risk control programs; In resolving Client disputes or inquiries.
- _____ 7. In complying with federal, state, or local laws, rules, and other applicable legal requirements.

ACKNOWLEDGEMENT

My signature acknowledges that I accept the terms and conditions of this agreement.

Print Name

Date

Signature

Title

Updated 06/2012



AUTHORIZATION AGREEMENT FOR PAYMENT

Pay by Credit Card:

Name: _____ Billing zip code: _____

Credit Card #: _____ Exp: _____ CV: _____ (on the back of card)

Visa Mastercard

Pay from Checking Account (ACH):

Company Name: _____

I (we) hereby authorize ASSET RECOVERY ASSOCIATES, LLC to initiate debit entries, upon completion of the asset investigation, to my (our) Checking or Savings account (select one) indicated at the depository financial institution named below, hereafter called DEPOSITORY, and to debit such account for amounts owed.

Depository Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____

This authorization is to remain in full force and effect until ASSET RECOVERY ASSOCIATES, LLC has received written notification from me of its termination in such time and in such manner as to afford ASSET RECOVERY ASSOCIATES, LLC and DEPOSITORY a reasonable opportunity to act on it.

Print Name: _____

Signature: _____

Date: _____, _____, 20____

PLEASE FAX SIGNED AGREEMENT TO 866-514-7661