



ASSOCIATED COLLECTION AGENCIES INC • LES AGENCES DE RECOUVREMENT ASSOCIÉS INC

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Thank you for choosing ACA

Associated Collection Agencies Inc (ACA) offers a total solution package for all your Commercial Receivable Management needs.

ACA offers services in:

- Commercial Collection
- Legal Collection
- Judgment Enforcement
- Corporate Investigation
- Bankruptcy Consultation.

With the most up-to-date technology and over 25 years experience, ACA continues to be a leader in Commercial Collections.

Our client base includes:

- associations such as the CGTA, NAB, CAF / Apparel Quebec
- government insurers EDC (Export Development Canada) and Sinosure (China Export & Credit Insurance Corporation)
- independent companies in such diverse industries as pharmaceuticals, lumber and technology to name a few.

For more information, to access our interactive forms or to simply look around, please visit us on the web at www.acacollect.com.

Should you wish to speak with us, please call, fax or email and we will be pleased to answer any questions, or further explain how we can best meet your needs.

Our team looks forward to serving you.



RATES & SERVICES

**PLEASE NOTE THAT ALL DIRECT PLACEMENTS AND FINAL DEMAND REQUESTS
MUST BE SUBMITTED ONLINE AT www.acacollect.com**

ACCOUNT SET UP	NO CHARGE
COMMERCIAL DEBT COLLECTION (COMMISSION CHARGED ONLY ON AMOUNTS COLLECTED)	
CANADIAN DOLLAR ACCOUNTS	20% FLAT
US DOLLAR ACCOUNTS	25% FLAT
FILES < \$500 (REGARDLESS OF CURRENCY)	33%
FILES > 1 YEAR (REGARDLESS OF CURRENCY)	33%
LAWYERS LETTER	COST PAID BY ACA
BANKRUPTCY FOLLOW UP	<u>(NEW FILES PLACED FOR BANKRUPTCY FOLLOW UP ONLY)</u>
COMPLETION & FILING OF PROOF OF CLAIM	\$75
DIVIDEND FOLLOW UP	REGULAR RATES APPLY ON ALL DIVIDENDS COLLECTED
10 DAY FINAL DEMANDS	SEE ATTACHED FINAL DEMAND TERMS
JUDGMENT ENFORCEMENT	33% + DISBURSEMENTS
INSURANCE MITIGATION	3% OF THE TOTAL CLAIM (MINIMUM CHARGE OF \$100, TO A MAXIMUM OF \$250)
LEGAL DEBT COLLECTION	OPTION 1 - CLIENT PAYS LEGAL FEES + COMMERCIAL RATES AS INDICATED ABOVE. OTHER LEGAL FEE OPTIONS CAN BE DISCUSSED AT ACA'S DISCRETION.



TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS WILL APPLY TO ALL COLLECTION MATTERS SUBMITTED TO ACA:

- 1) All claims submitted to ACA verbally, in writing, or by email are subject to the same terms and conditions. It is the client's responsibility to read and understand the applicable terms and conditions.
- 2) All claims are placed for a minimum fixed period of 180 days. After the initial 180 day period, the client may request cancellation of the claim by providing written notice. The file will be closed 90 days from the date of that notice. All monies collected are subject to ACA's Regular Commission Rates.
- 3) All monies will be held In Trust for a minimum of 30 days, and the client authorizes ACA to endorse cheques (or any other negotiable instruments) for deposit into said Trust Account(s).
- 4) Should the client withdraw a file prior to the end of the fixed period described in "2)" above, it is agreed that ACA will be compensated for all work performed on said file. If it is later determined that the client received payment within 60 days from the date of closure, those monies are subject to the full commission rate.
- 5) Collections include all payments received by ACA or their representatives, the client or their representatives, any credits issued or agreed to by the client and the debtor and any contra transactions between the client and the debtor.
- 6) The client shall advise ACA immediately of any collections as described in "5)" above, or any other amounts resulting in the reduction of this debt.
- 7) Any amounts, with respect to any claim placed with ACA, paid to a party other than ACA, its Legal counsel, the client or in some cases the client's client, will be subject to Regular Commission Rates.
- 8) If, through the efforts of ACA, it is determined that the claim placed with ACA is incorrect due to prior payments, returned merchandise or any credit notes not posted, the amounts in question will be subject to the Regular Commission Rates.
- 9) At the discretion of ACA and at ACA's expense, a Legal Demand Letter may be sent to the debtor on the client's behalf, by attorneys designated by ACA.
- 10) Legal proceedings, other than those mentioned in "9)" above will not be commenced unless the client agrees in writing. When legal proceedings are recommended, the client will be advised of the potential fees involved as well as any deposits that may be required.
- 11) Claims previously placed with another collection agency (or attorney), will be considered reassigned, and commissionable at a rate of 50% of the amount collected.
- 12) Should a debtor become insolvent within the period of ACA's minimum mandate as described in "2)" above, and issue a dividend at a later date, ACA will be entitled to its regular commission rate.
- 13) Should a client become insolvent with active collection files at ACA, and those files are removed from our portfolio at the request of the Receiver, Trustee or any other party, ACA will be entitled to charge and be paid reasonable fees for services previously rendered.
- 14) The debtor may be charged interest accrued from the due date of the debt in question, and at the allowable interest rate of the province or state in which the debtor receives mail. These monies may be waived, retained by ACA to offset expenses incurred, or remitted to the client, at ACA's discretion.
- 15) Should the client reject a bona fide settlement offer of which ACA recommended acceptance, and then settle (at a later date) for that amount or less, ACA reserves the right to charge the client full commission on the rejected settlement amount.
- 16) ACA reserves the right to recover from the client, all (or a portion of) bank charges levied against ACA due to NSF activity stemming from an individual debtor; courier costs and/or investigation charges (including but not limited to skip trace, bank reports, corporation details).
- 17) Any changes to these terms and conditions must be completed in writing, and agreed to by all parties.

SUBMISSION OF AN ACCOUNT TO ACA SIGNIFIES THE CLIENT'S ACCEPTANCE OF THE TERMS & CONDITIONS AS THEY APPLY TO THAT SPECIFIC COLLECTION MATTER.



FINAL DEMANDS

A Final Demand is defined as one (1) ten day notice forwarded by ACA at our cost; on your behalf and at your request; to a specific debtor.

PLEASE NOTE THAT ALL FINAL DEMAND REQUESTS MUST BE SUBMITTED ONLINE AT www.acacollect.com

TERMS OF USE

Requests for Final Demands placed online at www.acacollect.com will be processed on or before the next business day.

The Final Demand is date- and time-stamped reflecting when it was created, printed and mailed to the debtor and when it expires.

The ten day period is defined as the day the Final Demand was created plus ten (10) calendar days. If this date falls on Saturday or Sunday, the expiration becomes the first business day immediately following. Please refer to the dates indicated on the Final Demand itself.

If payment in full has been received and is negotiable on or before the expiration of the Final Demand, all commission fees will be waived.

If no payment has been received previous to the expiry date on the Final Demand, the file will be placed for collection and becomes subject to ACA's regular terms and conditions and the full commission rate.

If partial payment or a series of cheques is received, commission fees will be waived on any monies that are negotiable on or before the expiry date of the Final Demand. Subsequent amounts will be subject to ACA's regular terms and conditions and the full commission rate.

ACA reserves the right to request and be provided with proof of payment from the client before waiving their commission on amounts paid within the Final Demand time frame.

ACA may agree to hold a specific Final Demand past its expiration date and not contact the debtor; however, any monies collected remain subject to ACA's regular terms and conditions and the full commission rate.

ACA reserves the right to refuse any collection matter.