

AIM Professional Services Ltd.

Terms and Conditions Agreement

AIM Professional Services Ltd. (herein "AIM") will provide collection services (herein "Collection Services") to the Client _____ (herein Client) on the following terms and conditions: Legal name of company

1. **Collection Services** Collection Services shall consist of the following, except where prohibited by law:
 1. AIM will undertake efforts which may consist of written, telephone and/or personal demands for payment. Charges contingent upon collection are contained in SCHEDULE OF FEES hereof;
 2. Copies of documents such as invoices or drafts, promissory notes or cheques, proof of delivery and signed contracts, bills of lading etc. increase the probability of collection and Client undertakes to provide AIM with copies of all such documents and to provide such other documentation or cooperation which, in the discretion of AIM, is needed to collect the account placed by client. AIM shall not be responsible for the return of any documents to the Client.
 3. CLIENT agrees to discontinue all communication with the debtor and to refer them directly to AIM.

Legal Action AIM will attempt the collection itself and thereafter may request in writing, Authorization & Direction from the Client to act as agent in the matter and direct the matter to a lawyer or paralegal to commence all necessary legal action to collect on a debt owed to the Client. AIM will further request advanced funds from the Client which will be placed in AIMs trust fund and used to reimburse the lawyer or paralegal for disbursements made on the Clients behalf.

The Client and the lawyer/paralegal shall be free at all times to communicate directly with one another. In addition to AIM's fees set forth in SCHEDULE OF FEES hereof, the lawyers/paralegals will charge additional fees and the Client agrees to pay such fees. Notwithstanding a single combined charge to Client upon collection, AIM and the lawyers/paralegals shall each have separate and individual fees and there is no sharing of each other's fees. There may be additional charges by attorneys/paralegals when suits or other legal proceedings are commenced including, but not limited to, administrative charges, suit fees, advanced costs and, in some instances, a retainer. The Client agrees to indemnify and hold AIM harmless from any loss, damage, or expense arising from or bearing on the acts or omissions of any such lawyers/paralegals to whom accounts are forwarded, or any claims with respect thereto.

2. **Receipts** AIM shall have the right to endorse for deposit and collection, in the name and on behalf of the Client, cheques received on accounts placed for collection and to deduct from these cheques, its authorized charges, including lawyer's/Paralegal's fees.
3. **Authority** Client represents it has authority to refer and place the accounts for the Collection Services requested and that such accounts represent valid claims, and the information provided by the Client with regard to such accounts is accurate.

4. **Cancellation** Client may not cancel this Agreement during the first year or at any time thereafter while payment arrangements have been made with a debtor or while legal proceedings are ongoing. Thereafter, the first year, upon ninety days written notice, AIM agrees to return to the client all accounts upon which no payment or written arrangements to pay have been made.
5. **Discovery Fee** Client agrees to a charge according to SCHEDULE OF FEES hereof when the Client has discovered that the account has been paid prior to listing.
6. **No Partnership** The relationship of the parties to this Agreement is that of independent contractors. Nothing contained herein shall be construed to appoint a party or its employees, agents or representatives an employee or agent of the other party.
7. **Limit on Liability** AIM will not be liable for special, punitive or consequential damages, even if advised of the possibility of such damages, The Client also agrees that AIM's aggregate liability, if any, for any and all losses or injuries to the Client or to any third party arising out of any acts or omissions of AIM in connection with anything to be done or furnished hereunder, regardless of the cause of the loss or injury and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount paid for the services furnished hereunder or \$10,000.00, whichever is greater.
8. **Binding** This Agreement is binding on the Client when this Agreement is signed and dated by the Client or when an account is submitted to AIM electronically or otherwise. The Agreement is binding on AIM when a Client account is accepted in writing by AIM or when AIM makes a first demand on Client's debtor.
9. **Direct Payment** Client agrees to report immediately any payments received directly by Client on accounts which have been placed with AIM. It is expressly agreed between the parties hereto that any payments made directly to Client shall be fully subject to the charges set out in SCHEDULE OF FEES hereof. It is further agreed that the cash value of merchandise returned to the Client and accepted shall be fully subject to the charges set out in SCHEDULE OF FEES hereof as if the payment had been made in cash.
10. **Amendments** This Agreement may be amended from time to time by AIM provided that AIM gives thirty (30) days notice in writing of any changes to Client.

I _____ (please print full name) have read the above Terms and Conditions and state that I understand its contents and agree to all terms and conditions. I have authority to bind the corporation/company. This shall be your good and sufficient authority to proceed on all accounts placed by the Client to AIM for immediate collection proceedings.

Dated at _____, Ontario, this _____ day of _____ 20____

Authorized signature (as printed above)

Title