

THE KAPLAN GROUP

Checklist For Placing Claims Via Our [On-Line Placement Form](http://www.kaplancollectionagency.com/claim-placements/)

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- Your Kaplan Group Account ID (pre-register once [here](#) using password kaplan to get approved and an Account ID)

Debtor Contact Information and Amounts Due (Bolded Items Are Mandatory)

- Company Name, Address, Phone Numbers** and Entity Type (corporation, sole proprietorship, etc.)
- Name of Person Who Signed Personal Guarantee (if you got a signed PG)
- Principal Balance Due**
- Late Fees or Interest Due, date interest is calculated through, interest rate (if applied)
- Due Date of Last Unpaid Invoice and Date of Last Payment**
- Indicate If Your Contract or Terms Specifically State that Debtor is Responsible for Collection Costs
- Other Information (Please tell us what you know about why they are not paying, such as nature of disputes, promises to pay, cash flow issues, business closed, etc.)

The People Involved and Their Contact Information (up to 6 people)

- Name of Owner/President, Finance Department Executive or Manager, AP contact
- Name of up to three Other Contacts At Debtor Company
- Phone number, Mobile phone, email address as available,
- Home address of Owner if available
- If Debtor has Attorney: Name, Address, Phone Numbers and Email Address

Upload all of the following documents (if applicable):

- Contract or Purchase Orders (the signed contract is required if there is one).** Please name the Contract file: Contract Debtor Name with Client Name. Please save all Purchase orders to one pdf file and name the Purchase Order file: Purchase Order(s) Debtor Name
- Account Statement (Required if more than one invoice is outstanding, total must match principal due).** Please name the file: Statement Debtor Name from Client Name
- Invoices** (combine into 1 pdf, if more than 10 discuss with us first). Please name the file: Invoices Debtor Name from Client Name
- Bad Check copies** (combine into 1 pdf). Please name the file: NSF Checks Debtor Name
- Credit Application, Promissory Note, Personal Guarantee** (1 pdf file for each.) Please name the Credit Application file: Credit Application Debtor Name with Client Name, please name the Promissory Note file: Promissory Note Debtor Name with Client Name, and please name the Personal Guarantee file: Personal Guarantee Debtor Name with Client Name
- Any Correspondence on Paying or Disputes** (Emails or Letters) For emails, please copy in chronological order to a word file (do not included multiple copies of the same email thread) and name: Emails Debtor Name with Client Name For letters, please scan to PDF files and name: Description of letter Debtor Name.
- Correspondence with Debtor's Attorney.** Please scan to a pdf file and name: Attorney Correspondence Debtor Name

We appreciate your following the file format and naming conventions detailed above because this allow us to process your claim much faster and start collecting sooner. You can save the on-line submission form and return to provide missing information before submitting a completed file to us.

When you submit the claim, you will agree to our terms and conditions on the following page and we agree to provide our collection agency services on a No Recovery, No Cost basis as described therein.

The Kaplan Group Rates, Terms and Conditions

The Kaplan Group, Inc. ("TKG") will use its best efforts to collect for Client commercial claims of past due amounts owed but makes no guaranty that any amount will be collected. The Contingency Fee Rate is based on the size of the claim or the Client approved total settlement amount as follows:

Under \$1,000	50%	\$50,000 - \$500,000	15%
\$1,000 - \$5,000	25%	Over \$500,000	10%
\$5,000- 50,000	20%	Debtor Outside USA	30%

The Contingency Fee Rate is applied only to amounts actually collected or on withdrawn accounts where payment is received within 30 days of withdrawal. If we do not collect any money then no fee of any kind is due to TKG. One half the standard contingency fee is charged for merchandise returned and on amounts placed in error (e.g. effort by TKG results in Client determining an amount was already paid prior to placement with TKG maximum fee of \$500).

Debtor is directed to send payments, payable to you, directly to TKG. Checks are deposited into our Client Trust Account and will be considered cleared 15 business days after deposited. TKG remits to clients once per month, by the 5th day of the month, for checks that cleared the prior month, and TKG deducts its fee at the same time payment is made to Client. If payment is sent directly to Client, TKG deducts its fee from the monthly remittance or will invoice Client for the fee if there are no other collections for Client.

If TKG is unable to obtain payment due, suit may be recommended and the contingency fee will be higher than the rates described herein to compensate the attorney. If Client authorizes suit, Client is responsible for all court costs (cost of filing, service, etc) and will also be responsible for legal fees in the event of a counterclaim filed by defendant. No suit is filed without written authorization from Client and pre-payment by Client of court costs and non-contingent suit fee (if required) per the litigation quote.

TKG shall keep Client's information confidential. TKG may disclose confidential information to Client's customers, former customers, and their agents only to the extent such confidential information is directly applicable to that customer. TKG may disclose confidential information to attorneys involved with assisting or potentially assisting with the collection process.

Any claim placed with TKG for collection may be withdrawn after 90 days from date of placement for any reason. You must notify TKG in writing at least 10 days prior to withdrawal. TKG reserves the right to not accept a claim.

Client agrees that all claims placed are subject to these terms and conditions unless terms are modified in writing and executed by Dean Kaplan, President of The Kaplan Group, Inc.