



**\*\*FACSIMILE COPY\*\***

**GOVERNMENT AUDIT & BENEFICIARY LOCATOR SERVICE**  
**FEE WITH COST CAP**

**\*\*FACSIMILE COPY\*\***

This Agreement ("Agreement" or "Fee Agreement") is by and between  
\*Claimant First Name and Claimant Last Name\* ("Claimant") and Discovery  
Excess Financial Services ("Organization") and is effective when signed by  
Claimant.

This Agreement is made with reference to the following facts and circumstances:

Organization is in the business of locating people and/companies or other legal  
entities who are entitled to claim funds it has located. After examining government  
accounts the Organization believes Claimant directly or indirectly or an estate,  
trust, corporation or LLC is eligible to claim approximately \*Overage Amount\*  
(the "Funds") which is a total from one or multiple accounts held by a government  
agency or agencies; and

Estates, trusts, corporations, LLCs or other legal entities that a Claimant is  
associated with are referred to herein as "Associated Entity"; and

Claimant wishes for Organization to verify that Funds are due to Claimant or an  
Associated Entity and for Organization to then go and get those Funds for  
Claimant in exchange for Organization receiving a portion of the monies  
recovered. Claimant and Organization agree as follows:

**1. GENERAL**

a) Organization will advance all costs and Organization will

**\*\*FACSIMILE COPY\*\***  
perform all reasonable duties necessary to obtain the  
Funds;

b) Organization agrees to provide all forms and documents

\*\*FACSIMILE COPY\*\*  
\*\*required to process the claim for the Funds;

c) Claimant authorizes Organization to act as their exclusive

agent to process a claim for the Funds;

d) Claimant authorizes Organization to act as its exclusive

agent to process a claim for the Funds and agrees not to

\*\*FACSIMILE COPY\*\*  
work with any other person or organization to claim the Funds or attempt to claim the Funds on Claimant's own;

e) Claimant agrees that Organization may hire an attorney or

law firm(s) of its choosing to perform and manage the

claiming process;

\*\*FACSIMILE COPY\*\*  
f) Claimant agrees to sign and return all documents needed

to claim the Funds to the Organizations within three (3)

business days of request to Claimant;

g) After a successful claim, the Organization agrees to

\*\*FACSIMILE COPY\*\*  
promptly send any funds due to the Claimant under this

agreement. When funds are received, Claimant shall be

promptly notified, provided a copy of the check received

and an accounting for any expenses. In turn Claimant shall

\*\*FACSIMILE COPY\*\*  
provide written confirmation of Claimant's agreement on

the proposed distribution, confirm how to make out the

check and where to send payment.

h) Claimant agrees to provide a confirmation or objection to

the proposed distribution noted in paragraph g above

\*\*FACSIMILE COPY\*\*  
within three (3) business days of receipt. If confirmation or

objection is not received within those three (3) business days, distribution may be made according to the proposed without further input from the Claimant;

- i) All parties agree to cooperate fully with all reasonable requests from the other in performance of this Agreement; and
- j) Cost will be capped at no more than zero dollars (\$0) on this claim. In the event costs exceed that amount, the Organization will absorb the difference.

## 2. COMPENSATION

a) Claimant and Organization agree that payment to Organization is contingent upon Organization actually recovering the Funds. If no Funds are recovered for any reason other than the Claimant breaching this Agreement, then all parties to this Agreement are released of their duties and obligations under this Agreement. Claimant(s) will have no obligation whatsoever to pay the Organization. In such an event the Organization will absorb all costs advanced.

b) Completing claims to the Funds may be made by third parties. Should Organization and Claimant receive an offer to settle the claim for less than one hundred percent (100%) of the Funds from one or more of these third parties and Organization wishes to accept the offer but Claimant declines the settlement offer, Claimant shall owe

to Organization a sum equal to the amount due

Organization as if the offer was accepted. Such payment shall be in accordance with payment under section No. 3 below, Non-Circumvention.

c) Claimant and Organization agree that Organization shall receive thirty percent (30%) of any Funds recovered as compensation for Organization's work and that Claimant shall receive the remaining amount.

### 3. NON-CIRCUMVENTION

a) Claimant understands that during the process of working with the Organization the Claimant may learn where the Funds are located. Claimant agrees that he/she/they will not attempt to circumvent the Organization by making the claim without the Organization's involvement. Claimant acknowledges and agrees that much of the Organization's effort is already expended by the time the Claimant hears from the Organization. Prior to reaching out to the Claimant, the Organization has checked government accounts to verify that Funds are being held, used investigative resources to locate the Claimant and then reached out to Claimant. The claiming process is only a portion of the overall work and is not indicative of much of the value brought by the Organization which is auditing government held accounts then doing the investigative

work to locate the Claimant, then reaching out to Claimant.

b) In the event the Claimant does attempt to circumvent the Organization, Claimant agrees that as soon as Claimant starts to work on recovering the money independent of the Organization that Claimant shall immediately pay the agreed upon percentage of the claim amount listed in the government account to the Organization. Such payment shall be made via wire transfer within two (2) business days of the Claimant starting to work on recovering the money.

c) If Claimant does not pay within two (2) business days Claimant agrees to pay all costs incurred by Organization in enforcing this Agreement including Organization's attorneys' fees, legal costs, collection fees, and all other expenses incurred by the Organization in enforcing its rights to payment of its portion of the claim. In addition to the costs incurred by the Organization the Claimant agrees to pay interest on all monies due the Organization at the lesser of the legally permitted rate or twelve percent (12%) per annum.

#### **4. CLAIMANT'S WARRANTY**

a) Claimant represents and warrants that he/she/they have the right and legal capacity to claim the Funds listed in the first paragraph of this Agreement. Claimant further represents and warrants that he/she/they have not conveyed, sold, assigned, or otherwise disposed of their right to claim the

Funds. In the event Claimant does not know where the Funds are until after signing this Agreement, Claimant agrees to alert Organization within thirty minutes of learning where the Funds are if Claimant has sold, assigned or otherwise disposed of their right to claim the Funds or any right to the Funds and to immediately provide a copy of documentation showing the assignment or disposition of Funds.

b) Claimant represents and warrants that he/she/they will not convey, sell, assign or otherwise dispose of their right to claim the Funds subsequent to entering into this Agreement.

c) Any breach of the representations and warranties in this paragraph No. 4 will also constitute breach on paragraph No. 3 above (Non-Circumvention) and will obligate Claimant to pay to Organization the same sums due under that paragraph.

## **5. LIMITATION OF LIABILITY**

a) In no event shall liability exceed the amount actually paid by Claimant to Organization on account of fees or costs.

Claimant agrees Organization will not be liable for any alleged loss of monies that could have been claimed, business, direct or indirect damages, consequential or punitive damages, attorneys' fees and/or any other claims

in excess of payments actually paid by Claimant to

**\*\*FACSIMILE COPY\*\***  
Organization. Claimant is responsible for compliance with all state and local statutes, laws, and regulations. Claimant agrees to indemnify and hold Organization harmless from all claims arising from work performed under this Agreement.

**\*\*FACSIMILE COPY\*\***  
**6. MISCELLANEOUS PROVISIONS**

a) *Counterparts and Facsimile Transmission*- This Agreement may be signed in counterparts. A signed copy of this

**\*\*FACSIMILE COPY\*\***  
Agreement received by fax, scan, hard copy, or email shall be deemed an original.

b) *Governing Law, Venue, and Relief*- This Agreement shall be governed under the laws of the State where the Organization has its office. In the event a dispute arises by either party the venue shall be in the County Courts in the County in which the Organization has its office. The prevailing party shall be entitled to reasonable attorney's fees and other relief awarded by the Court.

**\*\*FACSIMILE COPY\*\***  
c) *Binding*- This agreement is binding upon all heirs, successors in interest, and assigns.

**\*\*FACSIMILE COPY\*\***  
d) Signor Represents they Have Authority to Sign this Agreement- If this Agreement is being signed on behalf of an Estate, LLC, Corporation, Trust, LP, or other non-natural entity (jointly "Non-Natural Party") the signatories hereto

represent that they are authorized to sign this Agreement  
\*\*FACSIMILE COPY\*\*  
\*and have obtained any and all authority needed to sign this  
Agreement on behalf of the Non-Natural Party for whom  
they are signing this Agreement.

By signing below Claimant agrees to hire Company to claim the Funds under the  
terms of this Agreement.

\*\*FACSIMILE COPY\*\*  
**Discovery Excess Financial Services**  
\*\*Claimant's Signature\*\* \*\*Claimant's Title\*\*  
\_\_\_\_\_  
\*\*FACSIMILE COPY\*\*

\*\*Claimant's Printed Name\*\*  
\_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\*\*FACSIMILE COPY\*\*  
\*\*Second Claimant's Signature\*\* \*\*Second Claimant's Title\*\*  
\_\_\_\_\_  
\*\*FACSIMILE COPY\*\*

\*\*Second Claimant's Printed Name\*\*  
\_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\*\*FACSIMILE COPY\*\*

\*\*FACSIMILE COPY\*\*

\*\*FACSIMILE COPY\*\*