

AGREEMENT FORM

Agreement between Nautilus Investigations Pty Ltd (ABN: 32 089 463 632) (“Nautilus”) and

_____ ABN: _____ also
trading as _____ (“Client”)

- 1) This agreement remains effect from date of signing to date of termination. Notice by either party is to provide written notice allowing 60 days for files to be completed and returned to either party. At the end of this period or files will be returned to the client, subject to payment of the “Final” invoice to both Nautilus and any solicitor that has been engaged.
- 2) Client has chosen Package # _____ with the following fees and conditions;
Commission Rate of _____ %
One off establishment fee \$ _____
File Handling Fee \$ _____
Maximum Commission fee of \$ _____ (per file)
Demand Letter Fee \$ _____ (Receivable Management System)
Legal Fees/Search Fees Price on Application
- 3) The client has authorised Nautilus to act as their agent for the purpose of collecting outstanding debts, process serving, field calls, skip tracing or other services that may be required from time to time.
- 4) The client has authorised Nautilus to collect funds from their behalf and to bank such funds in the trust account known as, “Nautilus Investigations Pty Ltd Trust Account.” and to endorse any cheques or money orders that Nautilus may receive.
- 5) Nautilus is to within 5 business days at the end of each month forward to the client any funds from the said trust account less any commission and or charges as stated in the agreement. The net proceeds are to be posted by normal mail or by Electronic Transfer. The client agrees that unless otherwise stated in the agreement that Nautilus have the right to contra all outstanding monies against the funds held in the trust account.
- 6) Should Legal action be required, the client has authorised Nautilus to take such action subject to approval of costs or otherwise stated in the proposal.
- 7) Nautilus reserves the right to have all legal costs paid in advance by the client. The purpose of this is to keep costs as low as possible.
- 8) The client agrees to pay all legal fees, commission charges, search fees and any other fees agreed to by the client within 21 days from the end of month invoice.
- 9) The client understands that legal fees may be amended by the Courts, and accepts these court increases as they arise.
- 10) Nautilus will advise the client 30 days prior to any increase in fees, commission, or administration charges (except Court Costs). Nautilus will advise the client of any court fee increases as they arise.

Authorised Signature on behalf of company

- 11) Should any legal files be defended, the client accepts that Nautilus will engage a solicitor from its panel to assist in the defendant, court hearings. The client has a choice in nominating their own solicitor.
- 12) Termination of the agreement as per Clause 1, Nautilus reserves the right to charge commission on any withdrawn file where payment of the account may have otherwise been paid, including any arrangements that currently exist. Nautilus also reserves the right to continue to receive payments and to action files and charge commission until the expiry of the 60 day period.
- 13) Jurisdiction of this agreement and any verbal agreement, or any amendment to this agreement shall always remain in the State of New South Wales.
- 14) Fees and Commission shall apply to all funds collected by Nautilus or the client after the file has been received by Nautilus. The client agrees that all funds received by themselves or Nautilus after receipt will attract the commission fee. Commission will also apply if a credit is issued to the account, the account was an error and should not have been placed with Nautilus or the Goods have been returned. These actions are deemed as account paid in full.
- 15) The person who has signed this agreement warrants that they are authorised by the client to do so.

COMPANY NAME: _____

ACN: _____

TRADING NAME: _____

ACN/ABN/BUS #: _____

DIRECTOR/s/OWNER _____

STREET ADDRESS: _____

State: _____ Postal Code: _____

CONTACT NAME: _____
(if different to above)

PH: _____ FAX NUMBER: _____

Mobile: _____ Email: _____

Authorised Signature _____ Print Name: _____

I declare that I am the authorised person and above the age of 18 years, have permission to sign this agreement and have read all 15 Clauses and agree to them.

Title: _____ Date: ____/____/____