SURPLUS FUNDS SERVICE AGREEMENT

Recovery of Unclaimed Funds

This service agreement (the "Agreement") is dated for reference the __ day of ________, 2026.

BETWEEN:

K.Y. ASSET RECOVERY GROUP doing business at
Langley, B.C., Canada

VIA EMAIL: karmelle@kyarg.com

(the "Company")

AND:

____
____
____

VIA EMAIL: _________________

(the "Former Owner")

WHEREAS:

A. The Company maintains an office in Langley, British Columbia, Canada.

B. The Company maintains a current British Columbia business registration, Business No. 709192231, and is legally authorized to conduct cross-border operations within the United States of America.

C. The Company's employer identification number (EIN), issued by the Internal Revenue Service (IRS), is 98-1946555.

D. The Former Owner may be entitled to surplus or unclaimed funds resulting from the sale of certain real property (the "Claim").

E. The Former Owner wishes to engage the Company as their surplus funds' recovery agent (the "Asset Recovery Agent") to assist in the recovery of the Claim.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SERVICES

1.1 Identification of Claim

The Company will perform all necessary research to identify the source, amount, and eligibility of the Claim.

1.2 Recovery Efforts & Expenses

The Company shall be responsible for all reasonable expenses required to pursue recovery of the Claim, including administrative costs and legal expenses, regardless of whether the Claim is ultimately recovered.

2. FORMER OWNER RESPONSIBILITIES

2.1 Authorization

The Former Owner authorizes the Company to act as their **exclusive agent** for the recovery of the Claim. The Former Owner agrees not to engage any other recovery service or attempt to recover the Claim independently while this Agreement is in effect.

2.2 Documentation

The Former Owner agrees to promptly sign and return all documents required for the recovery of the Claim, including any forms requested by the Company or the assigned attorney.

2.3 Cooperation

The Former Owner agrees to cooperate fully with the Company and any attorney engaged for the Claim, including providing identification, signatures, and any information reasonably required.

3. COSTS AND FEES

3.1 Costs

The Company shall be responsible for all reasonable costs associated with the recovery of the Claim, whether recovered or not.

3.2 Success Fee

Upon successful recovery of the Claim, the Former Owner agrees that the Company shall retain **___%** of the recovered Claim as the Success Fee (the "Success Fee"). This percentage shall be agreed upon prior to execution of this Agreement.

This Success Fee applies whether:

- The Company receives the recovered funds, or
- The Former Owner receives the recovered funds directly.

3.3 Distribution of Funds

If the Company receives the recovered funds, the Company shall distribute the Former Owner's portion within **five (5) business days** after the funds have cleared the Company's financial institution.

If the Former Owner receives the recovered funds, the Former Owner shall remit the Company's Success Fee within **five (5) business days** after the funds have cleared their financial institution.

3.4 Failure to Remit Payment

If either party fails to remit payment as required under this Agreement, the non-defaulting party shall be entitled to:

- Reasonable attorney fees
- Costs of collection
- Interest at **1.5% per month** (or the maximum rate permitted by law)

This replaces the treble damages clause, which is not enforceable in many jurisdictions.

3.5 Local Attorney

If the Company engages a local attorney, the attorney will be responsible for filing and managing the Claim and distributing the Former Owner's portion directly to them. The Company will cover all reasonable attorney fees unless otherwise agreed in writing.

4. CONFIDENTIALITY

All information provided by the Former Owner shall be kept strictly confidential and used solely for the purpose of recovering the Claim.

5. NO LEGAL ADVICE

The Company is not a law firm and does not provide legal advice. Any legal services required during the recovery process will be performed by a licensed attorney, with the Former Owner's consent.

6. LIMITATION OF LIABILITY

The Company shall not be liable for:

- Court delays
- Denial of the Claim
- Actions taken by third parties
- Government processing timelines

The Company's liability under this Agreement shall not exceed the amount of the Success Fee.

7. TERMINATION

Either party may terminate this Agreement prior to the filing of the Claim. Once the Claim has been filed or legal work has commenced, the Agreement may only be terminated by mutual written consent.

8. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State in which the Claim is filed, and where applicable, the laws of British Columbia, Canada.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements relating to the subject matter herein.

10. SIGNATURES

If the terms of this Agreement are acceptable, please acknowledge by signing below and return by either email or mail to the Company's attention.

Agreed to and Accepted By:

K.Y. ASSET RECOVERY GROUP
by its authorized signatory

____

____
Print Name

____
Date

____
Former Owner Signature

____
Print Name

____
Date