

NOFA EXCESS PROCEEDS RECOVERY SERVICES AGREEMENT

This Excess Proceeds Recovery Services Agreement ("Agreement") is entered into as of _____, _____ 2026 between: _____, Client: and National Overages Finders Alliance ("Consultant"), a Texas-based equity estate advisory and excess proceeds recovery firm.

1. PURPOSE

Client desires to retain Consultant to identify, investigate, document, prepare, coordinate, and assist in the recovery of surplus funds, excess proceeds, overages, or other recoverable funds resulting from a foreclosure sale, tax sale, sheriff's sale, court registry deposit, or similar proceeding. Consultant is not a law firm and does not provide legal advice. **Consultant may coordinate with licensed attorneys when legal representation becomes necessary.**

Claim Information | Cause Number: TX-_____

Property Address: _____

Estimated Recovery Amount (if known): \$_____

2. SCOPE OF SERVICES

Consultant may provide some or all of the following services:

Identification and verification of recoverable funds

Research of ownership, heirship, and entitlement issues

Collection and organization of supporting documents

Preparation of claim-related paperwork

Coordination with courts, governmental agencies, trustees, attorneys, title professionals, and other parties

Retention and coordination of legal counsel when necessary

Assistance through the recovery and disbursement process

Consultant shall determine the strategy and procedures reasonably necessary to pursue recovery of the identified funds.

3. CLIENT RESPONSIBILITIES

Client agrees to: Provide accurate information

Provide identification and supporting documents when requested

Cooperate with reasonable requests necessary to process the claim

Execute required affidavits, declarations, assignments, authorizations, and related documents

Promptly notify Consultant of any communication received regarding the claim. Failure to cooperate may materially impair recovery efforts and may constitute termination by Client.

4. ATTORNEY FEES AND COSTS

Consultant shall be responsible for attorney fees, court costs, filing fees, investigative expenses, and other recovery-related costs incurred during the pursuit of the claim. **Client shall not be required to advance any attorney fees or recovery costs.** Unless otherwise provided herein, Client shall have no personal liability for such expenses.

5. COMPENSATION

In consideration for Consultant's services, Client agrees that Consultant shall receive: \$_____ ("Compensation"). The Compensation shall be paid solely from funds successfully recovered. If the recovered funds are less than the Compensation amount, Client shall not be personally responsible for any deficiency. **No Recovery = No Fee. If no funds are recovered, Client owes no compensation.** Consultant's Compensation shall be deducted from recovered funds prior to distribution whenever permitted by law and applicable court procedures.

6. NON-CIRCUMVENTION

Client acknowledges that Consultant has invested substantial time, effort, resources, expertise, and confidential information in identifying and pursuing this claim. Accordingly, Client agrees not to directly or indirectly circumvent Consultant by independently pursuing recovery, transferring the claim, retaining another recovery company, or otherwise obtaining recovery of the identified funds after receiving claim information from Consultant. If Client, or any person acting on Client's behalf, directly or indirectly recovers the identified funds during the term of this Agreement or as a result of information provided by Consultant, Consultant shall remain entitled to the Compensation specified herein.

7. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of non-public information exchanged during the course of this engagement. This includes personal identifying information, financial information, claim information, investigative findings, and recovery strategies. This provision survives termination of this Agreement.

8. TERM AND TERMINATION

This Agreement becomes effective upon execution and shall remain in effect until: (a) recovery and distribution of funds, (b) written mutual termination, or (c) final determination that no recoverable funds exist. **If Client terminates this Agreement after substantial work has commenced or materially interferes with the recovery process, Consultant reserves the right to pursue remedies** available under law or equity, including enforcement of the Compensation provisions contained herein.

9. LIMITATION OF RESPONSIBILITY

Consultant makes no guarantee regarding:

Recovery of funds

Amount of recovery

Time required for recovery

Court rulings

Governmental decisions

Actions of third parties

Recovery efforts are subject to legal requirements, court procedures, and factors beyond Consultant's control.

10. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, beneficiaries, executors, administrators, personal representatives, successors, and assigns.

11. ELECTRONIC SIGNATURES

Electronic signatures, scanned signatures, facsimile signatures, and electronically transmitted signatures shall be deemed original signatures and shall be fully enforceable.

12. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Texas. Venue for any dispute arising under this Agreement shall lie in the State of Texas unless otherwise required by applicable law.

13. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties regarding the subject matter herein and supersedes all prior discussions, negotiations, and agreements. No modification shall be valid unless in writing and signed by both parties.

CLIENT

Printed Name: _____

Signature: _____

Date: ____/____/____

NATIONAL OVERAGES FINDERS ALLIANCE

Authorized Representative: _____

Signature: _____

Date: ____/____/____