

Terms and Conditions for Juresta creditmanagement with regard to the Debt Collection Agreement Abroad



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Article 1: Collection fee and (recovery of) collection charges

A. Solicitor's costs and collection fee

- A.a. Juresta engages the services of its affiliated attorneys in the countries concerned to handle the debt collection assignments. All the costs and fees relating to the activities performed by these solicitors, whatever these may be shall be specified and invoiced by Juresta to the client and collected from the client by direct debit.
- A.b. In a number of countries (including Germany), solicitors are obliged, whether or not it is provided for by statute, to work according to a strict system of charges, which implies that it is possible that solicitors shall charge an advance where appropriate. These advances shall be invoiced to the client by Juresta as they occur.
- A.c. In addition to the solicitor's fees due, Juresta shall also charge a debt collection fee depending on the result of the debt collection assignment processed. The minimum debt collection fee shall be €36.35 and shall be charged for the total amount collected from the debtor. Juresta applies the following gradation percentages when charging the debt collection fee: 15% over the first €4,600; 10% over the increase up to €16,000; 5% over the increase above €16,000.
- A.d. The Client shall at all times and under all circumstances be liable to VAT on the collection fee charged. Juresta shall always invoice the Client accordingly.

B Debt collection fees

- B.a. Under the provisions arising from the contracts entered into between the client and the debtors or on the grounds of statutory provisions, the debt collection fees shall be recovered from the debtors wherever possible.
- B.b. Juresta shall deduct the different parts of the collection order from the collected monies in the following established order:
1. All collection charges shall be deducted in the first place.
 2. In the second place, the contractual or legal interest (charge for late payment) shall be deducted.
 3. Ultimately, the capital sum (= remainder of) the invoice sum) shall be processed in the administrative records.
- B.c. Juresta shall be entitled to deduct all its incurrent costs as well as the collection fee from the collected monies.
- B.d. Juresta has established a foundation which shall manage third-party monies. Juresta shall see to it that the attorneys it has called in act in accordance with the rules of conduct applicable to the management of third-party monies in the countries involved. Juresta shall, however, not accept any liability whatsoever in this regard.
- B.e. Juresta shall ensure that all of the attorneys involved in the assignment perform their duties in accordance with the statutory provisions and/or rules of conduct and regulations which are in effect in the countries concerned. Juresta shall also monitor and guide all of the activities as far as possible as well as keep the clients informed or arrange to have this done.
- B.f. Other provisions with respect to collections
The following – after the collection order has been served or in any case after the “confirmation of file under review” has been issued – are earmarked as forms of payment (all agreed collection rates apply hereto):
- a. All collected sums
 - b. Payments by or on behalf of the debtor whether or not paid directly to the Client
 - c. Returned goods; in which case the value is determined on the basis of the original invoice price
 - d. Credit entry on the part of the Client (e.g., through settlement or remittal of a debt)
 - e. Each and every one of the Client's rights of action, irrespective of its nature, has come to nought where the debtor is concerned and thus to such an extent that the Client no longer possesses any rights with regard to the instruction issued to Juresta for collection from the debtor.
- B.g. In the event that the Client itself handles or impedes a claim or retracts the order without the consent of and/or without consulting Juresta, it shall be liable to the full collection fee (calculated over the Client sum demanded), including all Juresta's incurrent (legal) costs (amongst which the (loss of) authorized representatives' salary according to the liquidation price).

Article 2: Client's obligations

- a. The client shall be able to provide proof of the right of action of the assignment outsourced for collection.
- b. At the time the case is outsourced for collection, the client shall also produce the following:
 1. delivery agreements or other documents, upon which the claim is based (for example, a signed order confirmation or signed delivery note);
 2. all other relevant documents; including the invoice with specifications as well as reminders and other correspondence from and to the debtor as well as any notes.
- c. As soon as the Client has submitted the collection order to Juresta, it shall refrain from taking up any kind of contact with the debtor. The Client shall be obliged to refer the debtor to Juresta at all times.

- d. Payments, that are received by the Client on or after the date of “confirmation of file under review”, which shall be sent by mail to the Client by or on behalf of Juresta for each collection order are considered to be the result of the measures taken by Juresta, which commence with serving the letter of summons. These payments are to that end subject to the established classified terms and conditions with respect to collection and deductions as laid out in article 1, particularly with respect to collection charges. The Client shall be obliged to notify Juresta within 24 hours of receiving payments.

Article 3: Full powers of Juresta

- a. At any rate, the Collection Agreement assumes that Juresta, in its capacity as the Client's authorized representative has the unrestricted power of attorney to undertake at its own discretion what it deems advisable and/ or necessary in the framework of the collection orders. Juresta shall be explicitly authorized, at its own discretion to make payment arrangements with the debtors. Juresta shall initiate legal action if it considers it advisable and/ or necessary in the event that the debtor has failed to fulfil payment or has failed to respond to the letter of summons. Juresta is at full liberty to choose and/ or determine (the timeframe of) engaging the lawyer/ procurer, authorized person and/ or other (third party) experts of its choice for collecting the receivables, this and the other provision in this article leave the provision in the Collection Agreement intact.
- b. Juresta shall by no means be under any obligation to act on behalf of the Client in a legal action that is a direct or indirect result of a collection order and which has been instigated by another third party other than Juresta. A procedure of this type requires further consultation for determining the remuneration of costs and fees.
- c. The Client shall bear the costs of all procedures by or on behalf of Juresta.

Article 4: General stipulations regarding collection

Juresta reserves the right to implement the collection order without stating any reasons and without taking the termination of a notice period into consideration or otherwise for not taking legal measures if it should deem this unnecessary. Juresta shall be entitled to refrain from taking legal measures, particularly when it has been determined – for example through information gained concerning recovery – that funds cannot be recovered due to a debtor's financial means. As soon as Juresta has reached such a decision, it shall inform the Client as such in writing. However, if the Client takes the position that legal measures shall indeed be instigated, Juresta shall be obliged to carry out such a further order, though not before the Client has paid a deposit, the amount of which shall be determined at the time in question, for covering legal expenses. Any applicability of contingent general terms and conditions applied by the Client shall be excluded and rejected through this, insofar as they assert a claim to any connection to the interpretation and execution of this Collection Agreement.

Article 5: General terms of payment

- a. All payments to Juresta regarding this Agreement should be fulfilled as soon as possible, yet no later than within 30 days of the invoice date.
- b. All payments should be transferred without discounts and/ or set-offs or other forms of compensation to the bank accounts mentioned on the Juresta invoices.
- c. In the event that payment has not taken place within the agreed period, the Client shall be obliged to pay an interest charge for late payment amounting to 2% cumulative per month, based on the total sum of the invoice as from the due date, whereby a part of the month is calculated as a full month.
- d. Juresta shall be entitled if payment is not made on time to charge all costs relating to the recovery of the receivables amongst which non/ legal expenses. These non/ legal expenses shall be set at 15% of the capital sum and of the interest charge for late payment.

Article 6: Coverage and exclusions

Juresta undertakes to handle all of the debt collection assignments under the provisions of these conditions. Handling shall take place under the application of these conditions, with the objective being the recovery from the client's debtor of all of those costs due and payable, which arise from this procedure on the basis of the agreement entered into between the client and its debtor.

Article 7: Excluded liability

Juresta shall fulfil its obligations such as may be expected of a service provider in its branch yet shall not accept any form of liability for (resultant) damage resulting from its conduct or negligence in the widest sense of the word except insofar as this damage can be attributed to gross negligence or fault and/ or intent. Without prejudice to the previous provision, Juresta's liability – irrespective of its nature – shall be restricted to the sum of the collection-based invoice. Fulfilment of this guarantee prevails as sole and full compensation.

Article 8: Dissolution

Without prejudice to the provision in article 7, parties are expressly agreed that the Agreement shall be legally dissolved – without legal intervention and without the requirement of any

notice of default – at the time that the Client is declared bankrupt or when it applies for a (provisional) suspension of payment or through seizure or is otherwise in receivership or loses the power to dispose of its property or parts thereof.

Article 9: Disputes

All disputes, which may arise as a result of this Agreement shall, in the first place be brought exclusively before the court in the district of the registered office of Juresta without prejudice to the right to lodge an appeal.

Article 10: Applicable law

The commitments between Juresta and Client are governed exclusively by Dutch law.

Article 11: Registration

These terms and conditions are filed at the Chamber of Commerce and Industry in Apeldoorn.

Article 12: Domicile

Juresta's office in Apeldoorn is expressly chosen as domicile for interpreting and executing all the agreements that are founded on these terms and conditions or the agreements wherein these terms and conditions are included.

Clarification of a few terms:

Collection Agreement: The Agreement governed by these terms and conditions.

Client: All clients of Juresta Nederland b.v. d.b.a. Juresta creditmanagement and all contractual partners of Juresta Nederland b.v.

Juresta: The private company with limited liability Juresta Nederland b.v. d.b.a. Juresta creditmanagement, as well as the lawyers engaged by the company working on orders under instruction of the company.

Collections: Orders for collection claims on the basis of invoices and fulfilment of periodic financial obligations resulting from term contracts.

Non-legal expenses: The costs incurred until such a time that the summons is legally served to the other party.

Collection fee: Fee payable to Juresta (apart from solicitor's fees)

Collection charges: all expenses to be paid by the Client which are incurred for collecting a claim. Therefore non-legal and legal expenses.