

**Client**

Company name

Company stamp

Address

Postal code

City

Tax id.no.

Country

Phone

Fax

Bank account no.

Swift

Contact person

Contact email

**Debtor**

Company name

Phone

Address

Fax

Address

E-mail / mobile no.

Tax id

Amount

Currency

**Documents** (invoices, contracts, etc.)




This order form is the essential part of the Contract for services of debt recovery, which terms & conditions are given on the reverse page of this order form version 12.06.2009. By signing this debt collection order form, the Client accepts general terms & conditions of this Contract.

**The Contract is valid 90 days.**

**The Parties agree the commission for 30% net.**

date \_\_\_\_\_ signature \_\_\_\_\_ stamp \_\_\_\_\_

EUROWINDYKACJA  
is a part of  
EW COLLECTIONS Sp. z o.o.

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[www.eurowindykacja.pl](http://www.eurowindykacja.pl)  
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Swift/BIC: PPABPLPK

EW COLLECTIONS Ltd. acting within the business line EuroWindykacja, ul. Mydlana 1, 51-502 Wrocław, Poland represented by the Director, hereinafter referred to as „Agent“, on one side, and the Client stated in the debt collection order form on the reverse page, hereinafter referred to as “Client”, on the other side, have concluded this cooperation agreement on the following.

§ 1

1. According to the following contract, the Agent is obliged to collect claims on behalf of the Client. The claim / debtor is mentioned in the debt collection order form on the reverse page of this Contract, which is the basic part of this agreement - duly signed and sent by the Client - by fax, mail or email - to the Agent.

2. The claim will be recovered along with all overdue interest payments and other interest base penalties that are outstanding in the date of the particular annex.

3. The claim mentioned in the debt collection order form is based upon documents provided by Client and is undisputed. The claim will be collected at first in conciliatory proceedings. The case ordered by the Client will not be given to further proceedings – e.g. judicial proceedings by the Agent upon the basis of this contract.

4. Legal action for the case / claim must be agreed upon with prior approval in writing between the Parties in a way of other contract for legal services.

5. The Agent is not responsible for any misleading information provided by the Client.

6. If the particular claim is disputed partly or entirely by the debtor, the Agent is not authorized to judge any right and/or obligations and is obliged to suspend the case until the final resolving of the dispute between the Client and debtor. The debt collection case is suspended automatically in the date of contest of the debtor. The case will be continued after the Client resolves the disputable matters with the debtor.

§ 2

1. This contract is concluded for an indefinite period of time.

2. The Parties agreed for minimum 60-days contract period regarding the case - debt collection of particular claim of the Client - confirmed to the Agent.

§ 3

During the contract period, the claim given to the Agent shall not be contracted out to third parties (law offices, debt agencies, etc.), with exclusion of the Partners of the Agent.

THE AGENT'S DUTIES

§ 4

The Agent is obliged to respect the confidentiality of information provided by Client included in this contract.

§ 5

The Agent shall comply with all Laws and Regulations imposed and Professional Ethics in Legal & Credit Management. In all collection cases, the Agent undertakes to take all legal and necessary measures to obtain payments from the debtors.

§ 6

The Agent presents detailed proposals and schedules of debt repayments to the debtor as well as oversees its promptness. The Agent is not obliged to establish a financial situation of debtor, unless it is necessary for the case.

§ 7

The Agent receives the indispensable information throughout administrative and other actions.

§ 8

The Agent presents the reports concerning the actual status of the case confirmed by the Client for debt recovery actions upon written request of the Client.

§ 9

The Agent is obliged to prepare documents indispensable to guarantee the proper way of debt recovery process at every stage of the collection proceedings.

§ 10

1. If the extrajudicial debt collection proceedings regarding particular claim will not be effective within 90 days from accepting the case by the Agent for debt collection, the case will be closed as unsuccessful.

2. Instigating legal action against the particular debtor by the Agent requires separate agreement (contract for legal services) .

§ 11

The Agent is not responsible for delay or lack of contractual action of the Client

§ 12

The Client may terminate the contract if the Agent does not respect its obligations under this contract.

THE CLIENT'S DUTIES

§ 13

1. The Client authorizes the Agent to perform all legal and actual activities necessary to fulfill the obligations of this contract and to represent the Client's Company in relation to the debtors.

2. The Client authorizes the Agent to collect all the payments of the claims of the Client directly to the bank account of the Agent and to indicate Agent's bank account for payments to the debtors.

3. The Agent may also indicate the bank account number of the Client for the payments of the debtor.

§ 14

1. The Client directly or by the representative is obliged to present the proper documents concerning the claims confirmed for the debt collection.

2. The Client is obliged to inform Agent about any settlements between the Client and debtor during this Contract. Any direct settlements between the Client and the debtors made without a presence of Agent do not change the legal obligations of the Parties according to this contract.

§ 15

1. Any payment of a debt made by particular debtor, regardless of its way (payment by bank transfer, cash, returning goods, compensation etc) after the date of acknowledgement of particular case for debt recovery proceedings by Agent is considered as the effect of Agent's debt collection actions and results in the success fee.

2. All payments of claims confirmed for debt recovery by the Client will be directed by the debtors to the bank account of the Agent or the Client.

3. In case of particular payment, the Client obliges to inform Agent about such fact regardless of the way of payment in no more than 14 days.

4. The Client is obliged to pay the commission (success fee) of recovered (partly or entirely) amounts of debt in its height specified on the reverse page of this contract. The Parties agree for the recovery fee as percentage of any recovered amount from singular debtor – mentioned in the debt collection order form on the reverse page - and no further fees in extrajudicial proceedings.

5. In case of payments made by the debtors to the bank account of the Agent, the success fee - commission from the collected amount - with VAT added where applicable - will be accounted through compensation and the amount after compensation of success fee will be transferred by the Agent to the bank account of the Client. The payment will take place between 15 and last day of the next month after the month, in which the debtor paid the amount to the bank of Agent.

6. The amounts of Agent's commission will be defined in inventory given to the Client after the part / entire payment is being confirmed in a detailed case. The Agent will issue the commission invoice and present it to the Client. The amount of commission of Agent will be deducted from the amounts received by Agent from the detailed debtor or to be paid by the Client – if the Client received the payment directly from the debtor.

7. The commission will be increased by VAT tax according to the tax provisions, unless other laws are applicable.

8. In case of payment of the debt (partly or entirely) within 45 days after the termination of each case, such payment is a result of debt recovery actions of Agent.

9. In case of any agreement concluded between Client and a debtor, this contract remains binding.

10. If Agent concludes the agreement with the debtor regarding installments, the particular case is automatically prolonged for the period until the last payment is made. The same effect is, when the debtor pays the first and next installments without the written agreement.

§ 16

Agent may terminate this contract if the Client does not respect the provisions of the contract.

FINAL PROVISIONS

§ 17

1. Each party shall possess a right to terminate the agreement provided that the other party is informed in written not later than one month prior.

2. Shall the agreement be terminated for any reason by the Client or Agent, both parties are entitled to carry out unfinished obligations.

§ 18

The agreement shall come into force on the date set in the heading.

§ 19

Any amendment to this Contract is valid in writing only.

§ 20

1. Both parties shall attempt to solve disputes, arising in relation to the agreement, in negotiating manner.

2. Shall disputes not be solved while negotiating, such disputes are solved at courts competitive for the court in Wrocław, Poland.

§ 21

The contract is concluded in two specimens, each for every Party