

EW COLLECTIONS

DEBT COLLECTION ORDER FORM

Mandator / Creditor

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 next pages - Contract version 17.11.2010..

The Contract is valid for 90 days. The agreed commission – success fee is applied according to “The table BASIC Version – Commission Rates” stated below on Page 3.

MANDATOR: date _____ signature _____ stamp _____

GENERAL CONTRACT OF SERVICES OF INTERNATIONAL DEBT COLLECTION (BASIC VERSION), VERSION OF 17.11.2011

The following Contract and the Debt Collection Order Form constitute an integral unit and cannot be handled separately.

The Contract regulates the debt recovery services in the international trade and is concluded between:

- an entity mentioned in the Debt Collection Order Form, hereinafter referred to as the "Mandator",
- EW Collections Sp. z o.o., seated in Wrocław, hereinafter referred to as the "Mandatory".

GENERAL PROVISIONS

§1

1. After the Mandatory receives the Debt Collection Order Form - sent by the Mandator by mail, email or fax – and the given case is positively accepted for the debt collection proceedings, and the Mandatory sends a confirmation of acceptance of the case to the Mandator, the Mandatory is obliged to act on behalf of the Mandator in order to collect the outstanding debt amounts from their debtors, specified in the Debt Collection Order Form.

2. In order to collect the debts on behalf of the Mandator, the Mandatory acts individually or co-operates with his partner entities. The Mandatory solely defines the way and means of the order realization.

3. The debts are collected with all overdue interests.

4. Unless the parties agree otherwise, the Mandatory acts in order to collect the amount of the principal owed in the first instance. The interests are collected on the basis of the copy of the interest note sent to the Mandatory after the Mandator sent this note to the debtor and they had made a full payment of the amount of the principal owed.

5. The amount due specified by the Mandator in the Debt Collection Order Form is collected amicably on the basis of the documents they previously provided. For the purposes of this Contract, the case will not be ordered to further proceedings – nor judicial neither executive – by the Mandatory.

6. The Mandatory shares no responsibility, if provided with any false data by the Mandator in the Debt Collection Order Form. If the debt recovery proceedings against the third party is initiated on the basis of such false data and its rights are violated because of the unjustified proceedings, the Mandator is solely liable for causing damage to the entities, whose rights were violated.

§2

The Contract is settled for the defined period of 90 days. It can be prolonged for the next periods, unless the parties agree otherwise, subject to §16.

§3

1. While the Contract remains in force, the debt collections the Mandatory is ordered to perform must not be collected by other entities, unless they are the partner entities co-operating with the Mandatory.

2. While the Contract remains in force, the cases must not be the subject to the pending court and executive proceedings.

THE MANDATORY'S DUTIES

§4

The Mandatory is obliged to observe secrecy of the data received from the Mandator in order to fulfill the Contract, unless the Mandatory presents them to their partner entities co-operating with them in the given case.

§5

The Mandatory is obliged to conduct negotiations with the Mandator's debtor in order to collect the debts – according to the Contract provisions – and to issue a default notice at every stage of the case.

§6

While completing the Contract, the Mandatory provides the debtor with the proposals of the debt repayment schedule and supervises repayment punctuality.

§7

The Mandatory is allowed to conduct other activities in order to correctly fulfill the Contract.

§8

On the Mandator's demand the Mandatory provides them with the reports on the case ordered by the Mandator.

§9

The Mandatory is obliged to prepare the documentation, necessary for the correct debt collection, at every stage of the case.

§10

1. If the amicable actions - taken in order to collect the debt specified in the Contract – are to no avail, the case terminates for the purposes of this Contract.

2. For the purposes of this Contract the Mandatory cannot order the case to the judicial or executive proceedings, even if accepted by the Mandator.

§11

The Mandatory is obliged to perform all other factual acts and legal actions in the case, considering they refer to its details.

§12

1. The Mandatory is not responsible for any delay and lack of actions - and its consequences – of the Mandator and specified in the Contract.

2. The Mandatory is not responsible for any possible limitation of the debt or its part, while the debt collection proceedings are pending. The Mandator is solely responsible for ordering the debt collection, which is seriously threatened with a limitation.

§13

The Mandator can denounce the Contract, if the Mandatory fails to fulfill their duties specified in the Contract.

THE MANDATOR'S DUTIES

§14

1. Signing the Debt Collection Order Form, the Mandator hereby provides the Mandatory and their partner entities with the power of attorney to perform factual acts and legal actions necessary for fulfillment of the Contract and collection of the debts on the bank account of the Mandatory and their partner entities.

2. The Mandator is solely responsible to the Mandatory in the context of documents validity and data correctness, presented to the Mandatory, especially those regarding the debt and specified in the Debt Collection Order Form.

3. If the Mandator violates the duty specified in §14, point 2, especially if they report the debt, which does not fall due or the Mandator's claim is found debatable, while being proceeded – e.g. because of an unadjusted complaint or the debtor's claim against the Mandator – the debt collection being proceeded terminates and is closed. If the Mandator wishes to continue

a debatable case, it can be proceeded under the condition he makes an advance fee for conducting a debatable case. The fee is 500 PLN net, if the given claim is up to 10000 € or their equivalent in other currency, or 1000 PLN net, if the given claim is larger than 10000 € or their equivalent in other currency.

4. If the debt collection ordered by the Mandator was previously being conducted to no avail by a debt collection agency or a law firm, the commission rates specified in the "BASIC Version – Commission Rates" table are raised by 1 %.

5. If the debt collection ordered by the Mandator was previously being conducted to no avail by two or more debt collection agencies or law firms, the commission rates specified in the "BASIC Version – Commission Rates" table are raised by 3 %.

§15

1. The Mandator is obliged to provide the documents regarding the Contract fulfilment by themselves or their representative.

2. The Mandator is obliged to inform the Mandatory of any arrangements between the Mandator and the debtor, while the Mandatory conducts the debt collection proceedings. The arrangements between the Mandator and the debtor, whereas the Mandatory is not notified of this, are declared null and void, when considering the provisions of the Contract.

3. If the Mandator and the debtor sign the instalment agreement or any other agreement in writing or verbally - and the Mandatory or

their partner entities are not notified of this agreement and it was signed within the duration of the Contract, i.e. after the day the Mandatary accepted the case for the debt collection proceedings – the Mandatary retains the right to their fee as agreed in the Contract.

§16

1. Every payment the debtor makes on debt, whose collection was ordered by the Mandator, regardless of a way of payment (transfer, cash, recoupment, return of the goods, cheque or other), and which is made after the Mandator made the order (date of confirmation of acceptance sent to the Mandator is decisive), is treated as the result of the actions taken by the Mandatary / their partner entities co-operating with them within this Contract and authorizes the Mandatary to charge their fee as commissions, based on the "BASIC Version – Commission Rates" table. The debtor makes payments on the bank account of the Mandatary, the bank accounts of their partner entities or directly on the Mandator's bank account, specified in the Debt Collection Order Form.

2. In case of any payment made in favor of the Mandator, they inform the Mandatary of such an income from the debtor within 5 working days every time it happens – regardless of way of such a payment (transfer, recoupment, return of goods, etc.).

3. If the debtor makes the payments on debt on the Mandatary's bank account, the commission (success) fee on the collected amount – estimated on the basis of the commission rates specified in "BASIC Version – Commission Rates" table and added with a VAT tax – is paid off as a recoupment and the remaining part of the debt is transferred on the Mandator's bank account by the Mandatary. Settlement of the amounts received from the debtor in given month takes place between fifteenth and the last day of the month, following the month the given amount was paid on the Mandatary's bank account.

4. The Mandator pays the Mandatary the commission fee on the wholly or partially received debt estimated on the basis of "BASIC Version – Commission Rates" table. The commission fee is added with a VAT tax.

5. The commission invoice is payable within 7 days after the day it is issued. The invoice scan can be sent by fax or email to the Mandator on the day of its issue. If the net commission rate is fixed in a foreign currency, the commission fee is to be determined on the basis of the current average exchange rate of the National Bank of Poland, unless the parties agree otherwise.

6. If the Mandator fails to make the payment to the Mandatary, resulting from issue of the commission invoice, until the date specified in the invoice presented to the Mandator, the contract interest worth 0.5 % amount specified in the invoice is charged for every day of delay. The Mandatary suspends all their activities in other cases until they are provided with all outstanding payments.

7. If the Mandator delays the payment of the commission fee to the Mandatary over the period of 14 days, a handling fee is charged:

- a). 100 PLN – if the Mandator delays the payment in the range of 200 PLN and 1000 PLN
 - b). 500 PLN – if the Mandator delays the payment in the range of 1000 PLN and 5000 PLN
 - c). 1000 PLN – if the Mandator delays the payment of over 5000 PLN.
- A handling fee is payable regardless of the amount of the contract interest specified in point 6. In reasonable cases the Mandatary can withdraw from charging a handling fee.

8. The parties agree that every dunning letter sent by the Mandatary to the Mandator – if they delay their payments to the Mandatary – is charged with a fee of 30 PLN. A dunning letter is sent to the Mandator after time of payment, specified in every unpaid VAT invoice, is over.

9. The commission fees the Mandatary is entitled to receive are to be specified in the list presented to the Mandator. The Mandatary will issue the VAT invoices for the commission fees after the collected debt amounts are credited on the Mandator's bank account or after the confirmation the payment of the collected debt is made.

10. If the debt or its part is paid up to 120 days after the Contract is dissolved, the payment is treated in the same way as in point 1. Therefore the Mandatary will issue an invoice for the Mandator for

100% of agreed success fee calculated of the amount paid during the period of 120 days after closing the Contract. The same result is while the Mandatary agrees in any way with the Debtor during the period of 120 days after the Contract is dissolved, which results in repayment or setting off the claim between the Parties in any way.

11. If the actions of the Mandatary's – or their mediation, or the actions of their partner entities – result in a conclusion of a settlement, an instalment agreement or other verbal and in writing settlements with the Debtor within the duration of this Contract, and they make the Debtor pay their debts by instalments after the duration of this Contract, the Mandatary is to receive their commission fee regardless of the date, specified in the Contract. The commission fee is estimated on the basis of every debtor's payment for the Mandator, until their claim is completely settled, regardless of the way of payment, while the Contract is prolonged for an indefinite period of time.

12. If the Mandator sends the debt collection order, although the desired debt amount is already credited on the Mandator's bank account (i.e. the payment from the debtor is dated earlier than acceptance of the debt collection order or on very day of its acceptance), the commission fee for the Mandatary amounts to 100 % of the previously agreed commission fee, specified in the form on the back side of this Contract.

§17

The Mandatary can denounce the Contract, if the Mandator fails to fulfill their duties specified in the Contract.

FINAL PROVISIONS

§18

1. The Contract is dissolved, if the purpose it was signed for was achieved, its time period expired or the Contract is denounced.

2. Every party can denounce this Contract with 30 days period of notice in writing and giving the reason of a denouncement. A period of notice starts the last day of the month in which a party received the contract denouncement and expires the last day of the next month. The effects of the denouncement regarding financial settlements between parties are specified in §16.

3. The Mandatary is entitled to consider the agreement to be terminated for reasons attributable to the Mandator, when the Mandator does not respond within the correspondence sent by the Mandatary or fails to comply with the Mandator's obligation to inform about the payments made by the debtor.

3. The Mandator declares they are a VAT tax payer and entitles the Mandatary to issue the VAT invoices without the Mandator's signature.

4. Every alteration in the Contract requires to be done in writing, otherwise be null and void.

5. The competent court for settling the disputes between parties is the District Court for Wrocław-Fabryczna.

6. The Contract is concluded in two specimens, each for every Party.

The table BASIC Version – Commission Rates

Europe
Claim amount up to 1200 € or equivalent - 24%
Claim amount of 1201-4500 € or equivalent - 19%
Claim amount over 4500 € or equivalent - 15%
Asia and Africa
Regardless of claim amount – 35 %
North America, Australia
Regardless of claim amount – 30 %

The table includes net rates.

I hereby accept abovementioned provisions and the amounts of commission rates.

The Mandator

Date _____ Signature, Stamp _____

UPOWAŻNIENIE – PEŁNOMOCNICTWO / PROXY

Niżej podpisany / I / we undersigned

_____ (name & surname)
działający w imieniu / acting on behalf of

_____ (company name)
z siedzibą w / with its seat in

_____ (address)

-upoważniam spółkę EW COLLECTIONS Sp. z o.o. z siedzibą: Wrocław, Mydlana 1, 51-502 Wrocław do reprezentowania wyżej wymienionego w negocjacjach, podejmowaniu czynności prawnych bezpośrednio oraz przez swoich partnerów i pełnomocników w sprawach przeciwko swoim dłużnikom. Upoważniamy spółkę EW COLLECTIONS Sp. z o.o. oraz jej partnerów do dokonywania rozliczeń związanych z prowadzeniem spraw windykacyjnych oraz do przyjmowania płatności z tytułu naszych wierzytelności w prowadzonych sprawach windykacyjnych na wszystkich etapach na rachunki bankowe EW COLLECTIONS Sp. z o.o. oraz jej partnerów. Niniejsze pełnomocnictwo jest ważne do pisemnego odwołania.

-authorise EW COLLECTIONS Sp. z o.o. with seat in Wrocław, Mydlana 1, 51-502 Wrocław to represent the above mentioned company in negotiations, legal action and execution proceedings directly or through its partners and solicitors in case against our debtors. We authorize the abovementioned entities and its partners to commit settlements related to the cases in debt collection and to accept the payments for our claims in debt collection proceedings at all stages to the bank accounts of EW COLLECTIONS Sp. z o.o. and bank accounts of its business partners. This proxy is valid until further written notice.

data / date

Pieczęć i podpis / seal and signature