

**B** Inkasso-Institut & Auskunftsei  
**BARDOHL**  
credit & collection agency



**FRAMEWORK AGREEMENT**

**Rheinstrasse 15**  
**Post Office Box: 0343**  
**Tel.: +49 (0) 23 31 – 870 984**  
**CEO:**  
**E-Mail: [Inkasso@Bardohl.de](mailto:Inkasso@Bardohl.de)**  
**Registered at the Oberlandesgericht Hamm (higher regional court)**

**D – 58097 Hagen**  
**D – 58003 Hagen**  
**Fax: +49 (0) 23 31 – 870 749**  
**Dipl.- iur. Björn Bardohl**  
**Website: [www.Bardohl.de](http://www.Bardohl.de)**



Dear Sir or Madam,

Thank you for considering our services.

We are specialised in Europe-wide **debt collection for the business and privat sector** and offer competitive prices. We focus on individual and innovative debt collecting for small and medium-sized business. Additionally, we offer key-figure-based, automated debt collection, which enables us to handle large debt portfolios according to clients specifications.

Our **tight net of sales representatives throughout Europe** allows us to provide prompt and effective service. In addition we cooperate with numerous European collection agencies and are associated with the Bundesverband Deutscher Inkasso-Unternehmen e.V.<sup>1</sup>, Berlin and the Vereinigung Europäischer Nationaler Inkasso-Verbände Lausanne, Switzerland<sup>2</sup>.

Our approach includes written, telephonic and **personal debt collection** as well as investigation, observation and further measures. Our work does not stop with insolvency of the debtor.

If desired we investigate the whereabouts of your merchandise or leasing objects and, if **applicable, secure and salvage them**. (e.g., cars)

If legal proceedings are inevitable and the debt claim exceeds 50,000 € **we fund legal fees in individual cases**.

Our **credit agency** will help you to assess the credit worthiness of your business partners worldwide. In addition to court information and information provided by businesses, we provide you with the current addresses and other information (details of which we do not wish to specify here!)

If desired we provide European-wide processing of your invoices, using your own stationery, which we adapt to European legal requirements. We collect your outstanding bills and transfer the collected money to your account on a regular basis.

---

<sup>1</sup> Federal Association of German collection agencies

<sup>2</sup> Federation of European National Collection Associations

Our call center offers a variety of Europe-wide marketing measures, technical support, customer service, or phone surveys.

If you are interested in one of our services, we will gladly provide you with an individual offer.

In the near future you will be able to retrieve online up-to-date information about your cases.

For further information please visit our website: [www.Bardohl.de](http://www.Bardohl.de) (English version available from March 2010) or give us a call Tel: +49 – (0)2331- 870984 (Monday – Friday 10.00am – midnight)

## **TO START WORKING FOR YOU WE NEED THE FOLLOWING**

### **General:**

#### **1) Signed Basic Agreement (Attachment 1)**

Please pay particular attention to the **framed** and **bold** parts of the contract.

#### **2) Three original, signed Authorities to Collect (Attachment 2)**

Opposing lawyers, enforcement officials, liquidators, etc., can each require an original document. We therefore require more than one original document.

#### **3) Your contract forms and your General Terms and Conditions, if used as a contractual basis.**

### **Dunning procedure<sup>3</sup>**

#### **1) Debt details for every single account (Attachment 4)**

If documents are missing or incomplete, or if the debt details differ from the attached receipts, we charge you for completion of the papers. (Standard hourly rate: see basic agreement plus translation fees)

We do not require additional information regarding the case(s).

Collective billing: If you charge the debtor outstanding bills from different contracts (cases) on the same form (e.g., purchase prices, licence fees, remuneration for a work contract, or commissions for different cases), we kindly ask you to separate them for us by basis of claim.

*E.g., by providing us with the invoice no.: 1,2,3 claim to the purchase price, invoice no. 4,5,6 monthly licence fees*

Mass orders: If you want to send more than twenty debt collection cases at the same time we ask you to please use our online service and software (available upon request). Please contact our German Headquarters in Hagen for further communication.

#### **2) Documents**

- **Original contract (or offer and acceptance).**  
*In case of oral agreements please note the respective specifications in the claims form*
- **Invoice**
- **Original delivery notes**
- **First reminder**
- **Case related correspondence**

### **Monitoring case<sup>4</sup>**

#### **1) Claim details**

*Please complete one form for each case. (Attachment 4)*

#### **2) Enforcement Order (Original)**

#### **3) Files relating to the Enforcement Order (if applicable)**

<sup>3</sup> If there is no Enforcement Order valid in the country of the debtor.

<sup>4</sup> If there is an Enforcement Order valid in the country of the debtor.

*If credit record or bank records of the debtor are available please add them to the file regardless of their date.*

*Please provide us with all available case related documents either by data storage medium, e-mail, fax, or post. (Original documents required must be sent by post).*

*If not all documents are available to you (e.g., written contracts) we are sometimes able to acquire them at a later date.*

*Note for company owners:*

*If you want us to take care of your business AND privat claims we need two basic agreements..*

*For further questions please contact our office:*

*Telephone: +49 (0) 2331-870984.*

*General information can be found on our webside: [www.Bardohl.de](http://www.Bardohl.de) – in particular under the headings “Inkasso“ and “Häufige Fragen“.*

*We look forward to working with you*

***Inkasso-Institut  
& Auskunftsei  
BARDOHL  
Björn Bardohl***

| <b>Content:</b>  | <b>Page:</b> |
|--|--------------|
| <i>Attachment 1: Basic Agreement</i>   | 1 / 19       |
| <i>Attachment 2: Authority to Collect</i>  | 4 / 19       |
| <i>Attachment 3: General Terms and Conditions</i>  | 5 / 19       |
| <i>Attachment 4: Claim details</i>   | 8 / 19       |
| <i>Attachment 5: Reason for claim</i>  | 13 / 19      |
| <i>Attachment 6: Declaration of bankruptcy cost schedule</i>   | 14 / 19      |
| <i>Attachment 7: Court fees</i>  | 15 / 19      |
| <i>Attachment 8: Important notice</i>  | 16 / 19      |
| <i>Attachment 9: Our services</i>  | 17 / 19      |
| <i>Attachment 10: Our team</i>   | 18 / 19      |
| <i>Attachment 11: Your benefits</i>  | 19 / 19      |
| <i>The blue content is still not translated in english, because it is not of high importance – it is only some information for german clients. But it will be translated soon.</i> |              |

# Framework Agreement

Between



CEO: Dipl.-iur. B. Bardohl

Rheinstrasse 15 D - 58097 Hagen  
P.O.B.: 0343 D - 58003 Hagen  
Phone: +49 (0)2331 / 870 984  
Fax: +49 (0)2331 / 870 749  
E-Mail: Inkasso@Bardohl.de  
Registernumber / No.: 3712-8.208  
Bank Account: Sparda-Bank West eG  
IBAN: DE96330605920100546266  
BIC: GENODED1SPW

In the following referred to as: "Collection agency"

And the creditor (referred to as "client" in the following)

## Privat individuals (please complete this form)

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Name                 | Surname              | Birth name           |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Date of Birth        | Place of Birth       | Nationality          |
| <input type="text"/> | <input type="text"/> |                      |
| Street / Number      | Postcode / City      |                      |

## Company (please complete this form)

|   |  |
|---|--|
| <input type="text"/>  | <input type="text"/>                   |
| Registered name of the company  | Legal form                             |
| <input type="text"/>  | <input type="text"/>                   |
| Registered business address   | Postcode / City                        |
| <input type="text"/>  | <input type="text"/>                   |
| Register of Company (if applicable)                                     | Number of registration (if applicable) |
| <input type="text"/>  |  |
| Owner or legal representative or member of the supervisory board (name) |  |

### Client Contact Person

Name

Telephone (during CET time)

FAX

E-Mail

### Client bank details

Account holder

Bankinstitut

IBAN

BIC

Payments will be transfered to the above bank account.

### Services and basic fees

**Single contract**

**Contract according to  
German law:**

**120.00 € \***

**Contract according to  
International law:**

**240.00 € \***

**Annual contract\*\* incl. credit agency**

**Contracts according to  
German law:**

**20.00 €\*/monthly**  
plus additional information fees

**Contracts according to  
International law:**

**40.00 €\* / monthly**  
plus additional information fees

**One-time admission fee for annual contracts: 120.00 € \***

\* Fees do not include possible taxes. VAT in Germany is 19%.

\*\*The annual fee is payable upon conclusion of the contract.

**Additional fees, expenses and commissions might be applicable. Please refer to our general business conditions.**

**By signing this contract the client confirms that they acknowledge the terms of contract and agree to them. In particular the client agrees that the collection agency is immediately and irrevocably assigned to file a claim with the insolvency administrator's list of claims (if insolvency proceedings are instituted), to legally enforce a claim and to commission lawyers by order and for the account of the client.**

**I hereby agree to immediately inform the collection agency about any change to the specifications made herein.**

**We act in our own name and for our own account**

**We act by order and for the account of:**

**Name and address of the beneficial owner**

**City, Date**

**Client's signature**

**The client learned about the collection agency through:**

## Authority to Collect Inkassovollmacht

The Collection Agency Bardohl, managing Director: Dipl.-iur. Björn Bardohl is hereby authorized to act on the behalf of Die Firma Inkasso-Institut & Wirtschaftsauskunftei Bardohl, Inhaber: Dipl.-iur. Björn Bardohl wird hiermit bevollmächtigt wegen aller Forderungen, die ihr von

Client Mandant

Legal representative (if applicable) ggf. Gesetzlicher Vertreter

concerning all claims assigned for collection, including debt recovery and enforcement. The Colletion Agency is authorized to make agreements – also with third parties – in the name of the creditor; e.g., payment plans, remissions of debts and extensions. All claims are transferred to the collection agency by conclusion of the contract.

The Collection Agency is authorized to accept payment with debt deleting effect.

zum Einzug abgetreten werden, Beitreibungsmaßnahmen und alle damit im Zusammenhang stehenden Schritte einzuleiten, bzw. durchzuführen, insbesondere Vereinbarungen – ggf. auch mit Dritten – im Namen des Gläubigers zu treffen. z. Bsp. Ratenzahlungsvereinbarungen, Forderungsnachlässe und Stundungen. Die Forderungen werden durch die Übergabe der Vertragsdaten an das Inkasso-Institut abgetreten. Geldbeträge kann das Inkasso-Institut mit schuldbefreiender Wirkung entgegennehmen.

The collection agency is irrevocably assigned to file a claim with the insolvency administrator's list of claims and to commission lawyers with the enforcement of the claim and with the execution of the necessary legal and administrative procedures. Commisioned lawyers are authorized to accept payment with debt deleting effect and to delegate authority.

Das Inkasso-Institut wird ferner bevollmächtigt, die Forderungen zur Insolvenztabelle anzumelden und Rechtsanwälte mit der Titulierung der Forderung und der Durchführung der zum Einzug notwendigen gerichtlichen und behördlichen Verfahren zu beauftragen. Die Rechtsanwälte können Gelder mit schuldbefreiender Wirkung in Empfang nehmen und Untervollmachten erteilen.

City, Date Ort/Datum

Client's signature Unterschrift des Mandnten

## General Terms and Conditions

### § 1 General

These terms only affect orders for debt claims. In the area of credit reports the collection agency mediates contracts with third parties. The collection agency does not assume liability for third-party services.

No further conditions apply between parties.

Additional conditions, or changes must be in written form. This particularly applies if they were agreed upon before or during conclusion of this contract.

Objections resulting from contracts that the client entered into with a third party can not be raised against the collection agency.

### § 2 Acceptance of contract and Authorisation

When applying for a contract the client is bound for three days. If the collection agency does not reject the application within this period the contract is concluded.

**If the collection agency or its employees receive explanations from assistants of the client they are considered to be authorised and approved communications.**

### § 3 Specification of service / Rights and duties

The collection agency collects claims in the context of a business management contract on a trust basis. (Claims remain part of the estate of the client. They are not balanced by the collection agency.)

**If the pre-judicial dunning procedures have been unsuccessful the claim will be enforced in all cases in which success is possible. (This includes the application for enforcement orders, filing the case or securing notarial acceptance of a debt) By conclusion of the contract the collection agency is irrevocably authorised to implement these procedures. Sub-authorisations are permitted. After the first enforcement the case automatically and free of charge becomes a monitoring case if the client does not object.**

**If an insolvency case against the debtor is opened the collection agency is irrevocably authorised to file a claim with the insolvency administrator's list of claims. This is a separate procedure which will be billed at a reduced fee (following attorney remuneration law).**

Title claims will be handled as monitoring cases. The collection agency monitors the debtors economic situation. Proceedings of enforcement will be carried out, if the collection agency considers them sensible.

All decisions regarding measures against the debtor lie with the collection agency. The identity of field staff will not be disclosed to the client or third parties.

**The collection agency is authorized to defer payments, agree upon partial payments, remit interest or parts of the debt. The client may only object by obtaining a legally binding decision stating that the measure was not appropriate.**

Payments, also to the client's account will be considered according to gemäß § 367 BGB (German Civil Code)<sup>5</sup>/ § 11 VerbraucherkreditG (consumer credit law)<sup>6</sup>.

Payments of the debtor that the client is entitled to will be paid quarterly at the latest. The case will be closed with the final billing.

The collection agency is not obligated to give legal advice or to point out legal or financial risks, including periods of limitation. Nevertheless the collection agency will make an effort to do so. A check for limitation periods will only be carried out following a written agreement.

**The collection agency offers its clients with annual contracts including credit agency a web-portal for retrieving credit reports, addresses, etc. the collection agency is neither liable for access time nor for correctness of contents.**

**After the individual claims have been assigned to the collection agency, the client agrees not to act on claims, negotiate with the debtor, carry out measures against the debtor without written agreement from the collection agency. Received correspondence or other information related to the case must be immediately forwarded to the collection agency.**

**The collection agency has to be informed immediately of payments made by the debtor to the client's account and, if applicable, funds must be transferred. An informal notification is not sufficient.**

**The client also has to inform the debtor immediately that only those payments which are paid to the collection agency will be credited to the debt (§ 407 I BGB (German Civil Law Code) !!**

**In case of noncompliance the collection agency may terminate ALL contracts with the client without further notice (see: § 10 Basic Agreement !)**

**Clients, who charge VAT to the debtor are liable to pay to the tax office any VAT collected by the collection agency. Upon request, this has to be proved immediately to the collection agency.**

**In case of deliberate or negligent noncompliance, the client must pay a contract penalty of double the amount of VAT (minimum of 500 € in each case).**

The client is bound to answer all inquiries received by the collection agency within a reasonable time and to hand over all documents required for the debt claim, in particular those listed on the claim details form.

In case of noncompliance the collection agency may terminate all contracts with the client without further notice. ( see § 10 Basic Agreement).

The collection agency is allowed to gather information from credit agencies (such as CEG, SCHUFA, InfoScore, etc.) within the restrictions of the Bundesdatenschutzgesetz (German Data Protection Act) and to provide these agencies with information.

The client is allowed to use the data of the debtor provided by the collection agency only for the purpose for which they have been provided. Further usage is only permitted under the stipulations of § 28 I and II BDSG (German Data Protection Act)<sup>8</sup>.

Both parties agree to inform the other party immediately about any change of private or company addresses.

### § 4 Prices / Payments

**The basic fees are due with authorisation. Generally, the collection agency does not guarantee particular success but merely the implementation of a business management contract.**

**The annual fee will be charged to the client's account in January or immediately after conclusion of the contract. If the debt collection agency has to collect, from the client's documents, the information for the claim (e. g. collective files), the client will be invoiced 60,00 €, each commenced hour. The same applies to the compiling of extensive information of facts and circumstances.**

**Order for payment procedures** (Order for payment procedures, entitlement, first foreclosure decree) :

**Success:** The principal claims shall be paid without deduction to the client. Fees, costs, expenses do not occur. Interest from the moment of cession will not be deducted.

**Unsuccessful:** The client bears a handling fee of 25 € and the costs and expenses of the debt collection agency, which he has to pay immediately after commencement of service. If the debt collection is successful, these will be paid back.

The entitlement to a delay damage claim, in the amount of additional fees, the client resigns to the debt collection agency in lieu of payment. The agency accepts this cession.

<sup>5</sup> „...so wird eine zur Tilgung ... nicht ausreichende Leistung zunächst auf die Kosten, dann auf die Zinsen und zuletzt auf die Hauptleistung angerechnet.“

<sup>6</sup> „Zahlungen ... die zur Tilgung ... nicht ausreichen, werden ... zunächst auf die Kosten der Rechtsverfolgung, dann auf den übrigen geschuldeten Betrag ... und zuletzt auf die Zinsen angerechnet.“

**Entitlement:** Reminder and enforcement order:

The client has to bear the legal costs (See Appendix), as well as the

| amount of the claim | debt collection fees |
|---------------------|----------------------|
| up to 300,00 €      | 25,00 €              |
| up to 1000,00 €     | 50,00 €              |
| up to 5000,00 €     | 100,00 €             |
| up to 10000,00 €    | 200,00 €             |
| > 10000,00 €        | 400,00 €             |

From this amount the debtor has to reimburse the clients 25 €. Claims beyond substantive damages, sometimes are not recognized by the courts.

**Objection, by the debtors against the reminder, will take place according to the subsequent proceedings:**

The client has to bears the court costs and attorney fees. Does the court, during the entitlement, not recognize the fees, costs and expenses of the dept collection agency, these will be charged to the client.

**First enforcement:** Court and bailiff costs bears the client. The costs and fees for the entitlement and the first enforcement are to be provided, on request, by the client as an advance payment.

**Monitoring:**

The entitlement to a delay damage claim, in the amount of the fees, the client resigns to the debt collection agency in lieu of payment. The agency accepts this cession. The debt collection agency will after reckon up receipts, with their own fees, costs and expenses, deduct a commission of 40%. The debtor has not to replace these to the client. The collection agency does not have further claims towards the client.

**Seizure of property:**

A seizure of property has its own procedures. The costs (investigations, travel expenses, etc.) shall be borne by the client, if they can not be collected from the debtor and the property value does not cover the costs. If successful, the dept collection agencies will invoice the client a commission of 15% from the value of the property (According online trading platform). Commissions do not have to be reimbursed by the debtor

For claims greater than 100.000,00 € the collection agency will invoice the client costs and disbursements, the same as it is in case with collection procedures. The commission decreases in this case to 15%.

The commission shall also be charged if the client receives payments directly by the debtor or a third party, or if the client is satisfied in any other ways (eg return of goods, settlement, guarantees, etc.) - regardless of whose work caused the payment. As payment is also considered the subsequent cancellation of dept by the client, as well as the amount recognized by him to offset a debt of the debtor and the return of goods, the assessment base is the resale value, excluding VAT.

**Declaration of insolvency table: 0,5 fees based on the RVG<sup>9</sup>.**

**Costs:**

1 copy: € 0.50 (with resizing: 1,00 €)

1 phone call: 4,00 € plus 1,00 € / minute when conversation exceeds 5 minutes.

1 letter: 5.00 € standard letter. Surcharges for other mailings according to postal service.

Business information: according to prices of our partners

Personal measures: 60,00 € / hour plus travel costs 0,50 €/km

Register excerpts: According external costs plus 5,00 €.

Standard hourly rates for other measures: 60,00 € /hour

**Special services** will be negotiated separately. The consent of the client will be obtained previously.

Bank transfer costs to countries outside Europe: 20,00 € plus 0.2% of the transferred amount.

All measures are at the discretion of the collection agency. (They must be meaningful from an ex-ante perspective.)

If the collection agency started to act, even though there was no claim, the client has to cover the fees, expenses and costs of the collection agency. A success fee is not due. An exemption of payment for the client - yielding compensation to the debtor - is in this case invalid.

***If the service is subject to VAT, it will be invoiced as well.***

***Basically, VAT is 19%.***

Incoming Payments will the collection agency reckon upon, with its own claims against the client.

**Payments by the debtor will be credited first to the dept collecting agency against its fees, costs and expenses, then against the costs and interest of the creditor, and then to the principal claim.**

The collection agency has the right to change the remuneration scheme. This has no effect on already accepted contracts. If the client does not agree to the changes, the collection agency has the right to reject any further contracts with the client.

## § 5 Deadlines

All liability is excluded if the processing, by the collection agency, is delayed by force majeure. Force majeure includes riots, strikes, lockouts, operational disruptions - in particular by illness - from which the collection agency is, directly or indirectly, affected.

Do such reasons lead to a risk of the loss of claims, due to not meeting the deadline, the contract may be terminated by either party.

**If a deadline can not be meet, do to the lack of cooperation, the collection agency is not liable for the consequences of missing this deadline. If, for not meeting the deadline, the claim becomes unclaimable, the client has to pay the fees of the collection agency, the costs and expenses, and the success fees that would be charged in the case of the complete collection of the claim.**

## § 6 Liability

**Liability of the collection agency**

Claims for damages due to fault at contract conclusion, positive breach of contract, delay, impossibility or tort against the collection agency and its agents are excluded. Unless there is intent or gross negligence. This does not apply in cases of slight negligence, if essential contractual obligations have been violated. As a basic principal, the liability is limited to those damages that are expected to arise under the contract, up to the amount of the claim . The liability, for intention and negligence, of simple agents is also limited.

In cases of slight negligence of the collection agency, liability for consequential damages, e.g. loss of profits and assets are excluded. This does not apply with the breach of fundamental contractual obligations. Here, liability is limited in accordance with the clause 4.

Claims against the collection agency for the loss of documents of the client, are excluded if the damage could also have occurred while stored properly.

The dept collecting agency provides consultation, information, advice and recommendations in good faith, but without an obligation, and hereby disclaims any liability. The same applies for typographical errors or erroneous information in his written records.

The above rules also apply for the employees of the dept collection agency.

The dept collection agencies will not be liable for errors in data acquisition and data processing. Related demands against IT service providers are ceded to the client.

**Liability of the client**

The client is responsible, toward the collection agency, for the legal correctness of the presented or transferred claims, due for collection and is liable for the consequences of incomplete and / or misleading information.

The client is liable for mistakes that are based on ambiguous contracts.

## § 7 Offsetting / right of retention

The client may set off a debt only, if it has been recognized in writing by the collection agency or was legally recognized. A retention, which is based on a business contract with the collection agency, can not be claim toward another business contract with the collection agency.

The collection agencies can initiate, till the full payment of its claims, a retention with respect to all the clients own things (especially records and titles) and set these off with own demands on the client.

<sup>9</sup> German attorney remuneration law – Fee level: See Appendix

## § 8 Penalty

If a client is using text or other properties of the collection agency, which are under the German copyright law - even with slight adjustments, the client is obliged, in every case, to pay the collection agency the amount of 2000,00 €.

## § 9 Cancellation / Completion of processing

### Completion of processing

With the issuing of the final invoice the proceedings are ending.

If there is proven that, during the proceedings, the debtor has moved his residency outside Europe, the collection agency can terminate the proceedings and return the mandate. In this case, the client bears half of the collection fees and expenses.

### Cancellation by the client

An extraordinary right of cancellation (§ 627 BGB) does not exist.

If the client terminates a proceeding before the first execution, he has to cover the fees, costs and expenses of the lawyers and the collection agency.

A payment exemption is void in this case. With the payment, the delay damage claim, toward the debtor, is automatically reassigned to the client.

Table of debt collection fees (based on the RVG<sup>10</sup>, here § 13 RVG):

|  |   |
|--|---|
| For the operation of a collection procedure business                       | 2 Fees <sup>11</sup> plus interest of the principal claim |
| For the operation of the monitoring procedure                              | 2 Fees <sup>11</sup>                                      |
| Settlement fee (former: Composition with creditors)                        | 1,5 Fees <sup>11</sup>                                    |
| If applicable, fees increase if there are claims of more than one creditor | Based on No. 1008 VV RVG                                  |
| Accounting fees  | 2 € / month   |

All fees plus expenses, collection charges, VAT

The cancellation of a monitoring proceeding is only possible with a notice period of 2 years beginning from the end of the year. The cancellation will only take effect if the client has paid the fees, expenses and costs to the collection agency. A payment exemption is void in this case.

Is the reason for the cancellation of the contract not the intentional or grossly negligent misconduct of the collection agency, a commitment commission, in the amount of 10% of the principal claim is applicable. With the payment, the delay damage claim, toward the debtor, is automatically reassigned to the client.

The client cannot cancel the contract, as long as the debtor pays reasonable rates according his economic situation, or an installment payment is imminent or has been announced by the debtor

Cancellation by the collection agency

The debt collection agency may cancel the contract only if the client can otherwise procure the services, unless an important reason exists for the untimely cancellation. If the agency cancels the contract untimely without such a reason, the agency has to substitute the resulting damages of the clients. Important reasons are, e.g. defamation of the collection agency, breach of contract, offense of the employees of the collection agency, failure to pay on a reminder of the collection agency, especially the advances for expenses for entitlement and the first enforcement, of this or any other contract between the parties. (Unless, that there was no payment obligation, for which the client bears the burden of proof).

If there is an important reason for the cancellation of a proceeding, the collection agency may summarily cancel all running proceedings of the client. In this case, the client has to settle immediate all fees, expenses, costs and success fees which the debtor is required to pay, for the full settlement of claims (see table above). Payment exemptions of the client are invalid in this case.

Reassignments

Upon completion of a proceeding or the cancellation of the contract, the claims ceded to the collection agency and any outstanding claims are reassigned to the client, after he has fulfilled its obligations toward the collection agency.

If the client has not claimed back documents before the deadline, the collection agency is entitled to destroy all documents, 6 months after issuing the final statement. Or to turn over to the debtor, if he is entitled to it.

## § 10 Final Provisions

The contract will be closed, according the German Federal Law, as a domestic contract. This applies also if the order is issued from abroad. Exclusive jurisdiction is Hagen / Westphalia

<sup>10</sup> German attorney remuneration law

<sup>11</sup> Our assignment is more extensive than the assignment to a lawyer. It includes telephone and personal negotiations with the debtor and detective investigations.

Regarding the amount, please see the extraction from the RVG in the Appendix

## Claim details

In your own interest, please complete this form carefully. Speculations are to be put in brackets.

In case of joint debtors please complete one form for each debtor<sup>12</sup>

If more space is required (e.g., if the debtor has additional contact information), please attach a separate sheet.

|  |                               |                          |                             |
|--|-------------------------------|--------------------------|-----------------------------|
| <b>Debtor</b><br><b>General Information</b><br>For private individuals:<br>Last known address<br>Presumed addresses in brackets<br><br>For businesses<br>Registered business address | Name / Company name:          |                          | Legal form:                 |
|  | Owner or legal representative |                          |                             |
|  | Street, Number                |                          | Postcode, City:             |
|  | Identity card number.:        |                          |                             |
|  | Legal form:                   | Number of Registration.: | Registration court:         |
| <b>Contact</b><br>(if applicable: further information on a supplementary sheet)  | Telephone number.:            | Fax number.:             | Mobile phone number:        |
|  | E-Mail:                       |                          | Website                     |
| <b>Bank details</b><br>(if applicable: further information on a supplementary sheet)   | Bank:                         |                          |                             |
|  | Account number:               |                          | Bank identification number: |
|  | 2. Bank:                      |                          |                             |
|  | Account number:               |                          | Bank identification number: |

|  |  |                  |                                 |                      |
|--|--|------------------|---------------------------------|----------------------|
| <b>Debt Claim</b><br><b>Debt information</b>                     | Amount of the claim  |                  | Reason for claim (Attachment 5) |                      |
|  | Date of contract:  | Date of invoice: | Due date:                       | Date First reminder: |
| <b>Involved parties</b><br>(if different from client and debtor) | The contract was signed by :   |                  | Debtor:                         |                      |
| <b>Evidence regarding the contract</b>                           | <input type="checkbox"/> written agreement or declaration of intent (original enclosed)  |                  |                                 |                      |
|  | <input type="checkbox"/> non-written agreement can be demonstrated by the following evidence or witnesses (summonable address and telephone number of the witnesses) |                  |                                 |                      |
|  | _____  |                  |                                 |                      |
|  | _____  |                  |                                 |                      |

<sup>12</sup> More than one debtor are liable for the claim

|   |   |
|---|---|
| <b>Conditions of contract</b>                                       | <p>The contract is based on the following General Terms and Conditions:</p> <input type="checkbox"/> GTC of the client <input type="checkbox"/> GTC of the debtor <input type="checkbox"/> GTC of both parties <input type="checkbox"/> German construction contract procedures <sup>13</sup>     |
| <b>Specifics</b>  | <p>Specifics of the contract:</p> <hr/> <hr/>   |
| <b>Supporting documents</b><br>(e.g., invoice , delivery note, etc) | <p>Date: _____ Type of supporting document: _____</p> <p>Date: _____ Type of supporting document: _____</p> <p>Date: _____ Type of supporting document: _____</p>   |
| <b>Mandate to secure movables</b>                                   | <p>Goods delivered in fulfillment of the contract</p> <input type="checkbox"/> should be returned if the debtor does not pay the debt in full<br><input type="checkbox"/> should be returned. This is preferred to payment.<br><input type="checkbox"/> should be secured, stored and liquidated. |

|   |  |
|---|--|
| <u><b>Debt claim monitoring case</b></u><br><b>Debt information</b> | <p>Original enforcement orders:</p> <p>Date: _____ Type: _____</p> <p>Date: _____ Type: _____</p> <p>Date: _____ Type: _____</p> <p>Date: _____ Type: _____</p> <p><input type="checkbox"/> legal enforcement was financed by a legal expenses insurance</p> |
| <b>Enforcement</b>  | <p>Enforcement documents enclosed:</p> <p>Date: _____ Type: _____</p> <p>Date: _____ Type: _____</p> <p>Date: _____ Type: _____</p> <p>Date: _____ Type: _____</p>   |

|  |                               |                                 |
|--|-------------------------------|---------------------------------|
| <u><b>Payments of the debtor</b></u>                     | <p>Date</p> <hr/> <hr/> <hr/> | <p>Amount</p> <hr/> <hr/> <hr/> |
| <input type="checkbox"/> Debtor denied further payments. |                               |                                 |

<sup>13</sup> Deutsche Verdingungsordnung für Bauleistungen (General Terms and Conditions for service contracts in the construction sector, stipulated by German law)

|  |             |
|--|-------------|
| <p><b>Which reason does your debtor give?</b><br/>Which additional reasons do you suspect?<br/>(in brackets)</p> | <hr/> <hr/> |
|--|-------------|

|   |  |
|---|--|
| <p><b><u>Further Information about debtor</u></b><br/><b>Additional creditors</b><br/>(Addresses / Amount of claim)</p> | <hr/> <hr/>  |
| <p><b>Entries in the list of debtors</b><br/>(proved facts)</p>   | <p>Date: _____ Type of debtor listing: _____</p> <p>Date: _____ Type of debtor listing: _____</p>                    |
| <p><b>Negative facts</b><br/>(soft factors)<br/>(Please enclose information)</p>  | <p>Date: _____ Type / Result _____</p> <p>Date: _____ Type / Result _____</p> <p>Date: _____ Type / Result _____</p> |
| <p><b><u>Debtor's assets</u></b><br/><b>Property (Addresses if known)</b></p>   | <hr/>  |
| <p><b>Investments and shareholdings</b></p>   | <hr/>  |
| <p><b>Other assets</b><br/>(e.g., cars, boats, valuable objects, etc.).</p>   | <hr/>  |

**Additional information regarding natural persons :**

|   |                   |
|---|-------------------|
| <p><b>Income sources and amount</b><br/>(turnover, salary, foreign investments, etc.)</p> <p>Please also include suspected sources of income in brackets (including illegal employment)</p> | <hr/> <hr/> <hr/> |
| <p><b>Employer (including address)</b><br/>Please underline the current employer<br/>Please also include the suspected employer for illegal employment ( in brackets)</p>                   | <hr/> <hr/> <hr/> |
| <p><b>Occupation held by debtor</b></p>   |                   |

|   |                         |
|---|-------------------------|
| <b>Qualified profession</b> of debtor   |                         |
| <b>Hobbies and leisure activities</b> of debtor   |                         |
| <b>Spouse, name and address</b><br>Please underline current address                     | _____                   |
| <b>Spouse's occupation</b>  |                         |
| <b>Spouse, amount of income</b>   |                         |
| <b>Children</b><br>Name / Year of birth / living in the debtors household<br>(yes / no) | _____<br>_____<br>_____ |
| <b>Former residences</b> (if necessary use additional sheet)                            | _____                   |

**Further information (in case of companies)**

|  |                         |
|--|-------------------------|
| <b>Location(s)</b>   | _____<br>_____<br>_____ |
| <b>Company history</b> (e.g., GbR until 2001, then GmbH)   | _____                   |
| <b>Machinery and equipment</b><br>(Machinery, cars, etc.) If necessary please use an additional sheet  | _____<br>_____<br>_____ |
| <b>Turnover</b>  |                         |
| <b>Number of employees and their qualifications</b>  |                         |
| <b>Clients / Customers</b> of the debtor (including address)<br>Further business associates (including address)<br>Please underline current associates and clients | _____<br>_____          |

|  |             |
|--|-------------|
| <b>List of suppliers (including address)</b>   | <hr/> <hr/> |
| <b>Have any plant sections been sold? To whom?</b>   | <hr/> <hr/> |
| <b>Is there a material influence of a third party on business management? Who is this party?</b> | <hr/>       |

**Further information about legal persons<sup>14</sup>**

|   |                         |
|---|-------------------------|
| <b>Shareholder (GS) and executive director (GF)</b><br><i>Including names and addresses, as well as names, dates of birth and addresses of spouses and children</i> | <hr/> <hr/> <hr/> <hr/> |
| <b>Former shareholders / Former executive directors</b><br><i>Including addresses and date of separation from the company</i>                                       | <hr/>                   |
| <b>Qualified profession</b><br><i>of shareholder(s) and executive director(s)</i>   | <hr/> <hr/>             |
| <b>Further shareholdings</b><br><i>of shareholder(s) and executive director(s)</i>  | <hr/>                   |
| <b>Hobbies</b><br><i>of shareholder(s) and executive director(s)</i>  | <hr/>                   |

**Please add further information on a separate sheet:**

**Please add any kind of information and personal impressions you have gained during your business connection, including suspected illegal or criminal activities of the debtor or their representatives.**

*Please list EVERYTHING – Example: You suspect that the debtor has assets in other countries, transferred wealth to third parties, works illegally, falsifies balance sheets, blackmails or deceives others, has an affair, pursues immoral activities, etc. (please place suspicions in brackets).*

<sup>14</sup> Companies with a legal personality

## Reason for claim

| <b>Description</b>                                  | <b>No.</b> | <b>Description</b>                                   | <b>No.</b> |
|---|------------|--|------------|
| Advertisement in newspaper or the like              | 1          | Pension - annuity                                    | 25         |
| Medical Treatment / care                            | 2          | Repairs  | 26         |
| Debt guarantee                                      | 3          | Recourse to insurance policy (casualty)              | 27         |
| Repayment of a loan                                 | 4          | Compensation / damages (contract)                    | 28         |
| Service contract (no employment contract !)         | 5          | Compensation / damages (casualty)                    | 29         |
| Employment contract                                 | 5.1.       | Compensation / damages (tortious act)                | 29.1.      |
| Freight charge                                      | 6          | Cheque/ exchange (provide a copy)                    | 30         |
| Agency contract                                     | 7          | Exchange brokerage                                   | 31         |
| Craftsperson performance                            | 8          | Cheque / exchange charges                            | 32         |
| Placement of a child                                | 9          | Acknowledgement of a debt                            | 33         |
| Hotel expenses (stay, food, drinks)                 | 10         | Freight costs  | 34         |
| Sales contract                                      | 11         | Interest rate / amortisation rate                    | 35         |
| Open account statement                              | 12         | Account overdraft (please provide account no.)       | 36         |
| Hospital – care – therapy                           | 13         | Unjustified enrichment                               | 37         |
| Warehouse charges                                   | 14         | Support payment arrears                              | 38         |
| Leasing / Hire Purchase                             | 15         | Settlement (out of court)                            | 39         |
| Tuition   | 16         | Commission / brokerage                               | 40         |
| Rental fee for office / business property           | 17         | Insurance rate                                       | 41         |
| Rental fee for motorcar                             | 18         | Utility bill (electricity, water, gas, heat)         | 42         |
| Rental fee for residential property                 | 19         | Delivery of goods                                    | 43         |
| Additional property expenses (including remodeling) | 20         | Exchange (see cheque)                                |            |
| Rental fee (other)                                  | 21         | Contract for work and labour (excl. repair services) | 44         |
| Membership fee                                      | 22         | Housing allowance/ maintenance fee                   | 90         |
| Tenancy   | 23         | Journal / Newspaper / Magazine fees                  | 45         |
| Lawyer´s fee  | 24         | Interest arrear / interest on late payments          | 46         |
|   |            | Enforcement order                                    | 46.1.      |

**Table of costs for declaring bankruptcy**

The following table lists our fees. We charge a half fee for declaring bankruptcy. The debtor has to refund these charges.

| Debt claim<br>up to ... EUR | 1 Fee<br>... EUR | Debt claim<br>up to ... EUR | 1 Fee<br>... EUR |
|-----------------------------|------------------|-----------------------------|------------------|
| 300                         | 25               | 40 000                      | 902              |
| 600                         | 45               | 45 000                      | 974              |
| 900                         | 65               | 50 000                      | 1 046            |
| 1 200                       | 85               | 65 000                      | 1 123            |
| 1 500                       | 105              | 80 000                      | 1 200            |
| 2 000                       | 133              | 95 000                      | 1 277            |
| 2 500                       | 161              | 110 000                     | 1 354            |
| 3 000                       | 189              | 125 000                     | 1 431            |
| 3 500                       | 217              | 140 000                     | 1 508            |
| 4 000                       | 245              | 155 000                     | 1 585            |
| 4 500                       | 273              | 170 000                     | 1 662            |
| 5 000                       | 301              | 185 000                     | 1 739            |
| 6 000                       | 338              | 200 000                     | 1 816            |
| 7 000                       | 375              | 230 000                     | 1 934            |
| 8 000                       | 412              | 260 000                     | 2 052            |
| 9 000                       | 449              | 290 000                     | 2 170            |
| 10 000                      | 486              | 320 000                     | 2 288            |
| 13 000                      | 526              | 350 000                     | 2 406            |
| 16 000                      | 566              | 380 000                     | 2 524            |
| 19 000                      | 606              | 410 000                     | 2 642            |
| 22 000                      | 646              | 440 000                     | 2 760            |
| 25 000                      | 686              | 470 000                     | 2 878            |
| 30 000                      | 758              | 500 000                     | 2 996            |
| 35 000                      | 830              |                             |                  |

**Table of court fees:**

**for enforcement order. We charge additional costs according to our basic agreement. The debtor is liable for refunding these charges.**

| Debt claim up to<br>x,xxx EUR | Court fees | Debt claim up to<br>x,xxx EUR | Court fees |
|-------------------------------|------------|-------------------------------|------------|
| 300                           | 23.00      | 40,000                        | 199.00     |
| 600                           | 23.00      | 45,000                        | 213.50     |
| 900                           | 23.00      | 50,000                        | 228.00     |
| 1,200                         | 27.50      | 65,000                        | 278.00     |
| 1,500                         | 32.50      | 80,000                        | 328.00     |
| 2,000                         | 36.50      | 95,000                        | 378.00     |
| 2,500                         | 40.50      | 110,000                       | 428.00     |
| 3,000                         | 44.50      | 125,000                       | 478.00     |
| 3,500                         | 48.50      | 140,000                       | 528.00     |
| 4,000                         | 52.50      | 155,000                       | 578.00     |
| 4,500                         | 56.50      | 170,000                       | 628.00     |
| 5,000                         | 60.50      | 185,000                       | 678.00     |
| 6,000                         | 68.00      | 200,000                       | 728.00     |
| 7,000                         | 75.50      | 230,000                       | 803.00     |
| 8,000                         | 83.00      | 260,000                       | 878.00     |
| 9,000                         | 90.50      | 290,000                       | 953.00     |
| 10,000                        | 98.00      | 320,000                       | 1,028.00   |
| 13,000                        | 109.50     | 350,000                       | 1,103.00   |
| 16,000                        | 121.00     | 380,000                       | 1,178.00   |
| 19,000                        | 132.50     | 410,000                       | 1,253.00   |
| 22,000                        | 144.00     | 440,000                       | 1,328.00   |
| 25,000                        | 155.50     | 470,000                       | 1,403.00   |
| 30,000                        | 170.00     | 500,000                       | 1,478.00   |
| 35,000                        | 184.50     | 550,000                       | 1,553.00   |