



Euro Inkasso

International Debt Collection by Egzekucja s.c

AGREEMENT FORM

ORDERING PARTY – INFORMATION			
COMPANY:			
ADDRESS:			
REPRESENTED BY:			
NATIONAL REGISTER OF COMPANIES NO.:			
TAX IDENTIFICATION NUMBER:		COMPANY NO.:	
PHONE:		E-MAIL:	
FAX:		CONTACT PERSON:	
BANK ACCOUNT:			

DEBTOR - INFORMATION			
COMPANY:			
ADDRESS:			
TAX IDENTIFICATION NO.:		AMOUNT OF INDEBTEDNESS:	
PHONE:		INTEREST:	
FAX:		CURRENCY:	
COUNTRY:			
OVERDUE PAYMENT PERIOD:	SHORTER THAN 30 DAYS		
BASIS FOR CLAIM (INVOICES, CMR):			

This form constitutes an integral part of the Agreement on Providing International Debt Collection Services offered by the Commissioned Party within the Euroinkasso service whose conditions are listed on the other side of this form. The signature of the Ordering Party on the form means the acceptance of all the terms of the Agreement.

This Agreement is concluded for 180 days commencing on the day when this order is accepted by the Commissioned Party.

date _____ signature _____ company's seal _____

Euro Inkasso is an international debt collection service offered by Egzekucja Civil Partnership, Ryszard Rudzki Andrzej Kraś
The Commissioned Party: Egzekucja Civil Partnership, ul. Zjednoczenia 106, 65-120 Zielona Góra NIP 973-077-01-98, REGON 978058634
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**AGREEMENT ON PROVIDING DEBT COLLECTION SERVICES
IN THE AREA OF INTERNATIONAL DEBT COLLECTION
WITHIN EUROINKASSO SERVICE**

This Agreement regulates the performance of debt recovery services between the Ordering Party, as listed on the other side of this document, and Egzekucja Company, Civil Partnership, registered office in Zielona Góra, ul. Zjednoczenia 106, represented by the two partners, hereinafter referred to as the Commissioned Party.

§ 1

The Subject of this Agreement is the conciliatory recovery of payments due to the Ordering Party from the Debtors as listed on the other side of this Agreement. The debt collection shall be performed by the Commissioned Party and involves:

- sending demands for payment including threats of litigation and enforcement proceedings,
- negotiating payment provisions with the Debtors,
- concluding and supervising agreements on spreading out or deferring payments, as long as they do not exceed the period of 6 months from the date of accepting the pre-judicial debt recovery order for recovery.

§ 2

In order for the debt recovery proceedings to commence it is necessary to submit a written order on the agreement form complete with the list of liabilities and invoices, dates of issue, dates when the amounts became due and calculated interests as for the day of placing the order. The Ordering Party shall be held fully and exclusively responsible for the correctness of the data transferred in connection with the recovery proceedings.

§ 3

The Commissioned Party shall engage in conciliatory debt collection proceedings until the liabilities are recovered, no longer, however, than for the period of 6 months as of the day of the acceptance of the order. The expiration of the 6-month period as of the day of the acceptance of the order shall terminate it. The parties hereby agree that once the order expires, that is no debts are recovered from debtors within the period of 6 months as of the date of accepting the order by the Commissioned Party no further statements are necessary to effect such expiration. The expiration of the order means that the Commissioned Party does not receive any remuneration related to the case pursued.

§ 4

On the basis of separate agreements (written or spoken) the Commissioned Party may assist the Ordering Party in instituting legal proceedings in a foreign court. The terms of judicial proceedings shall be regulated by separate agreements.

§ 5

The Ordering Party authorizes the Commissioned Party to perform actions listed in § 1, particularly those related to concluding agreements on his behalf and concerned with deferring or spreading out payments.

§ 6

The Parties agree that the Commissioned Party may engage in debt collection on behalf of the Ordering Party in cooperation with other debt recovery agencies or foreign offices on the basis of separate agreements and orders concluded between the Commissioned Party and the cooperating debt collection agency or foreign office. The Ordering Party hereby authorizes such a debt-recovery agency or foreign office cooperating with the Commissioned Party to act on his behalf.

§ 7

The Ordering Party grants the Commissioned Party the power of attorney to take all factual and legal action necessary to perform this agreement.

§ 8

The Commissioned Party agrees to keep all the information obtained from the Ordering Party and related to the performance of this agreement as confidential. This provision, however, does not apply to situations in which such information is transferred to entities cooperating with the Commissioned Party in a given case.

§ 9

The Ordering Party agrees to exercise due diligence in its cooperation with the Commissioned Party and in particular:

- submit all the necessary documents in a timely fashion,
- provide correct information and submit within 7 days all the requested statements which might influence the effectiveness of service performance by the Commissioned Party,
- promptly notify the Commissioned Party of any communication of the Ordering Party with the Debtor after this order is placed as well as the decisions and action undertaken which might influence the performance of this service,
- each time promptly inform about any payments made by the Debtor into the Ordering Party's account.

§ 10

The Ordering Party shall be held responsible for the truthfulness and correctness of all documents and data transferred.

§ 11

The Ordering Party must not - without the prior consent of the Commissioned Party - stop the debt recovery proceedings or write off the amounts listed in the debt collection order. In the event of non-compliance, the Commissioned Party shall be eligible for its full commission related to the amount released or written off.

§ 12

The Ordering Party agrees not to transfer the debts already submitted to the Commissioned Party to other legal or physical persons, including solicitors or legal counsels to be collected.

§ 13

The debt collection fees are directly proportional to the amounts recovered by the Commissioned Party and are as follows:

- 10 % for payments less than 30 days overdue
- 15 % for payments overdue from 30 to 60 days
- 20 % for payments overdue from 60 to 90 days
- 25 % for payments overdue from 180 to 360 days
- 30 % for payments overdue over 60 days

§ 14

The Ordering Party hereby agrees to pay commission-based remuneration to the Commissioned Party for each amount transferred to the Ordering Party's bank account in view of debt settlement within 14 days from the date of issuing the invoice and by transfer to the bank account of the Commissioned Party. Should the Ordering Party withhold the commission, the Commissioned Party shall be entitled to an annual interest rate of 20% (in words: twenty per cent). The Ordering Party shall also pay the contractual penalty in the amount of 100 PLN (in words: one hundred zlotys) for each day of the delay in the settlement of the invoice by the Ordering Party.

§ 15

Unless the Commissioned Party indicates another account, all the fees, commissions, payments and costs due to the Commissioned Party shall be made at the following account of the Commissioned Party: MultiBank BRE Bank S.A. Oddział Bankowości Detalicznej (128) ul. Kazimierza Wielkiego 1, Zielona Góra nr 88 1140 2017 0000 4802 0312 4500.

§ 16

Each debt settlement payment, regardless of its form, made after the date of placing the order by the Ordering Party shall be treated as the result of the activities of the Commissioned Party and be subject to commission. If the payment is performed on the day when the order is issued, the Commissioned Party shall be entitled to 50% commission as agreed and indicated in the form on the other side of this document.

§ 17

The Ordering Party hereby confirms that it is a VAT payer and authorizes the Commissioned Party to issue invoices without its signatures.

§ 18

The Commissioned Party shall not undertake to examine the periods of limitation of the debts for which the Ordering Party. The Ordering Party agrees to inform the Commissioned Party about such a limitation period not later than 3 months before its expiration.

§ 19

If agreed with the Ordering Party, the Commissioned Party may work towards the return of the goods or other non-pecuniary benefits instead of the payment. This shall be considered as the recovery of the original debt transferred for collection by the Commissioned Party.

§ 20

In the event of unwillingness of the Ordering Party to cooperate with the Commissioned Party, or to transfer full information or requested documentation to the Commissioned Party, it shall be entitled to terminate this commission agreement. The Commissioned Party shall not be held responsible for any consequences related to the breach of the terms stipulated in § 9.

§ 21

This agreement dissolves automatically when its subject is reached or, in the case of conciliatory debt proceedings, the expiration of the time for which it was concluded.

§ 22

Instituting legal proceedings in a foreign court with the cooperation of the Commissioned Party results in the expiration of this agreement once all the legal action undertaken by a foreign office leading to debt recovery has been completed. The Commissioned Party shall be entitled to its commission when the debt is paid at any stage of the legal or enforcement proceedings.

§ 23

Any change made to this agreement shall be null and void unless made in writing.

§ 24

Any disputes resulting from this agreement shall be settled by the court of the Commissioned Party's domicile.

§ 25

This agreement is made in two identical copies. Each Party shall receive one copy.

ORDERING PARTY – SIGNATURE

COMMISSIONED PARTY – SIGNATURE
