

Euler Hermes Collection

Agreement on domestic and international debt collection

1. Company information

Name:	
Address:	Company ID:
	Bank details:
	Phone:
	Fax:
Contact person:	e-mail:

2. Terms and conditions

Euler Hermes SA, branch in Finland (Euler Hermes) shall provide domestic and international debt collection services in accordance with this subscription agreement, which incorporates the "General Terms and Conditions" and the price list effective at any one time ("Price List for Domestic and International Debt Collection").

This subscription agreement shall be effective from the start date stated below inclusive and shall then run until one of the parties terminates the agreement in writing giving ten (10) days' notice. Collection orders placed with Euler Hermes prior to termination of the subscription agreement shall be continued until finally settled unless otherwise agreed

The subscriber accepts that information relating to collection orders placed with Euler Hermes may be registered to Euler Hermes registers in the extent it is necessary for the handling of collection. The subscriber also hereby accepts that company id-information as well as contact information can be registered in Euler Hermes.

The subscriber hereby consents to Euler Hermes processing the above personal details and all other information. Euler Hermes is the party responsible for the personal data. Euler Hermes will provide information on request concerning data processing and shall make corrections if data has been processed incorrectly.

§ 1 A collection order placed by the subscriber shall mean that Euler Hermes, which shall be entitled to delegate this task to others, has been authorised to collect an undisputed overdue debt on behalf of the subscriber as well as to negotiate a proposed repayment plan, compromise or other payment arrangement with the debtor.

Euler Hermes shall be entitled not to process a collection order placed with it or to close a collection order in progress, if it deems that the debt is not recoverable or if other circumstances are deemed to exist that make recovery impossible or significantly hinder recovery.

If a collection order that has been placed is withdrawn by the subscriber or if Euler Hermes closes a case in progress at its own discretion or if one of the parties terminates the subscription agreement, Euler Hermes shall be entitled to invoice the subscriber for fees, expenses incurred and accruing as well as other costs.

§ 2 The subscriber shall be obliged to forward all the information and documents which are necessary in order to collect the debt.

§ 3 The subscriber undertakes to send the debtor at least one payment reminder before the case is forwarded to Euler Hermes for collection.

§ 4 Euler Hermes undertakes to conduct its debt collection operations in accordance with good practice as set out in the Finnish Debt Recovery Act (22.4.1999/513). From the scope of this contract are excluded any direct or indirect events and all other circumstances, which may expose or cause [EH Entity] to be engaged to fulfil any obligation in violation of UN, EU and US regulations or any other law or regulation related to economic or trade sanctions.

§ 5 Statutory fees and charges as well as expenses and other costs paid by the debtor shall accrue to Euler Hermes or any other person appointed by Euler Hermes in its place. Where such fees and charges, expenses and other costs are not

reimbursed by the debtor the subscriber shall be charged for these. Euler Hermes shall be entitled to request advance payment from the subscriber for fees and charges as well as expenses and other costs in accordance with the current price list or a separate price agreement.

§ 6 Euler Hermes shall be entitled to deduct any commission and retain funds from payments recovered from the debtor as compensation for costs incurred in connection with the recovery as well as to offset claims that Euler Hermes may have against the subscriber.

Euler Hermes shall apply payments and all other forms of reductions in the following order: statutory fees and charges, expenses and other costs, capital amount and finally interest.

Euler Hermes shall keep recovered funds separate from its own funds and shall account for and pay out recovered funds to the subscriber without delay following settlement as described in the previous paragraph.

§ 7 Collection orders shall not be brought before a court or other authority for legal action except with the subscriber's consent

§ 8 The subscriber shall immediately notify Euler Hermes if the debtor disputes the debt or pays the subscriber directly or if the debt is otherwise reduced in any way. This obligation shall also encompass other information that may be of significance for the individual collection order or the contractual relationship in general.

Debts paid directly to the subscriber shall be deemed recovered by Euler Hermes if payment is made after Euler Hermes has received the collection order. Euler Hermes is also entitled to a commission on all merchandise returns.

§ 9 The subscriber shall not be entitled to take action in respect of debts placed with Euler Hermes for recovery either itself or through another debt collection company until the case has been closed by Euler Hermes.

§ 10 Euler Hermes reserves the right to amend the terms and prices of this subscription agreement giving 14 days' notice in writing or, if required by authorities or legislation, with immediate effect. Fees and charges stated in the price list for which maximum amounts are established by statute or a decision by an authority shall always equal the maximum amounts applicable at any one time without prior notice.

§ 11 Euler Hermes shall not be liable for losses incurred by the subscriber as a result of changes in exchange rates or as a result of war, measures by authorities, insurrection, strike, lockout, natural catastrophe or events beyond the control of Euler Hermes

§ 12 The subscriber shall accept full liability for legal consequences and the costs which may be incurred by Euler Hermes as a result of the subscriber failing to meet its obligations under this agreement.

If the subscriber fails to meet its obligations under this agreement, Euler Hermes shall be entitled to terminate the agreement without prior notice.

§ 13 Disputes arising from this agreement shall be decided by the Finnish courts, Helsinki District Court being the court of first instance.

Agreement valid from : _ _ . _ . _ . 20 _ _

EULER HERMES SA, branch in Finland

Signature and clarification of signature

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