



General Terms and Conditions of Business

EOS Nederland B.V.

With head and heart in finance





A. General Terms and Conditions of Business

1. EOS Nederland B.V., with registered office and business premises at Jellinghausstraat 3, (5048 AZ) Tilburg, Netherlands, hereinafter referred to as 'EOS Nederland', will carry out its debt collection, debtor monitoring and consulting activities solely in accordance with these General Terms and Conditions and to the exclusion of any terms and conditions of the Client, although such terms and conditions may be referred to. EOS Nederland shall perform these activities only if agreed or authorized to do so in writing, unless there is a written agreement to the contrary.

Data protection declaration

We process personal data in compliance with the Dutch law on the protection of personal data (Wet bescherming persoonsgegevens) and the code of conduct of the Dutch Federation of Debt Collectors (Nederlandse Vereniging van Incasso-ondernemingen).

We have registered our processing of personal data with the Dutch data protection authority (College Bescherming Persoonsgegevens) under the number m1048435.

2. The 'Client' shall be the legal or other person requesting EOS Nederland to carry out debt collection, debtor monitoring or consulting activities for him/her.

3. The 'Debtor' shall be the Client's debtor.

4. EOS Nederland shall never be obliged to accept work requests. Acceptance must always be agreed or confirmed in writing.

5. In the event of an order to collect receivables on the instructions and for the account of clients, EOS Nederland shall seek to collect amounts owed to the latter in the respective currencies through extra-judicial and, if necessary, judicial means. In its objectives, EOS Nederland shall focus on collecting the following amount types:

- a. the (remaining) principal sum;
- b. default interest (Article 6:119 of the Dutch Civil Code, hereinafter referred to as 'DCC') or the interest contractually agreed on;
- c. out-of-pocket expenses, debt-collection and administrative expenses as defined in Article 6:96 subsection 2.c of the DCC or as further arranged contractually by the Client with the Debtor.



EOS Nederland shall be authorized to come to a settlement for at least 80% of the submitted debt and to grant the Debtor full discharge in respect hereof without the Client's prior consent. EOS Nederland shall consider all circumstances in respect hereof and will agree to settle only if this seems the most appropriate course of action in the specific circumstances. A settlement consisting of less than 80% of the original debt shall require the Client's explicit consent.

6. EOS Nederland reserves the right to make changes to its General Terms and Conditions at any given moment, especially if circumstances relating to the methods, techniques and/or rates used by EOS Nederland and/or prevailing legislation require such changes.

The Client shall be informed in timely fashion about the proposed text of the new Terms and Conditions and about the date on which they are due to become effective.

7. EOS Nederland expressly reserves the right to refuse debts for collection:

- a. which do not exceed twenty-five (25) euros;
- b. from a minor;
- c. from a deceased person;
- d. from a person domiciled or residing outside Europe;
- e. for which the Client cannot, or cannot properly, prove his right to take action, notwithstanding the provisions of Clause 12 of these Terms and Conditions.

8. Debts transferred for collection shall be outstanding and due and payable at the time of transfer; and shall be owed by natural persons, legal persons or businesses that are not legal persons, in whatever form or shape, currently residing and/or with their registered offices in Europe.

9. In the event of instructions being given, EOS Nederland shall be given full power of attorney to carry out all legal and other acts that it deems appropriate or necessary in order to achieve the described objective. These shall include taking legal steps and/or instituting legal proceedings, in which it will be assisted by lawyers or persons with appropriate legal training engaged by EOS Nederland or by third parties designated by EOS Nederland, all in consultation with the Client.



10. If it becomes evident, after performance of all actions deemed necessary by EOS Nederland, that collection of the debt cannot reasonably be expected, the collection procedure shall be discontinued. Discontinuation of the collection activities shall not require the Client's consent.

11. The debts transferred for collection shall remain the Client's property, unless there is an express written agreement to the contrary.

B. The Client's obligations

12. The Client shall transfer the following debts for collection:

- a. debts in respect of which the Debtor has already received a reminder as defined in Article 6:82 of the DCC and for which the Debtor has been given notice of default or for which the Debtor is already in default pursuant to Article 6:83 DCC;
- b. debts that are not contested by the Debtor;
- c. debts that have been valued on the basis of valid currencies,

unless the Parties expressly agree otherwise in writing.

13. A written power of attorney for collection shall be granted in respect of each separate debt on the 'Collection assignment / Power of attorney' forms used for this purpose by EOS Nederland.

14. If the Client wishes to transfer a package of debts for collection, the Client shall, at EOS Nederland's request, make every effort to supply this package in a manner suitable for computer processing and in accordance with EOS Nederland's further instructions and guidelines in this respect.

15. The Client shall transfer all documents deemed necessary for collection, including terms of delivery and payment, invoices, consignment notes, correspondence, proof of payments and other items (of evidence) to EOS Nederland. The Client shall also be obliged to give EOS Nederland every opportunity to avail itself of all evidence, including the hearing of witnesses. If the Client foresees a danger of a particular piece of evidence becoming lost as a result, for example, of the illness of a witness, the Client shall immediately inform EOS Nederland.

16. After instructing EOS Nederland, the Client shall no longer engage in any activities relating to the collection of the transferred debt.

17. If and insofar as the Client receives any documents from the relevant Debtor after the instructions have been given, the Client shall immediately hand these over to EOS Nederland.



C. Obligations on the part of EOS Nederland

18. Immediately after concluding an agreement, EOS Nederland shall commence the activities agreed, subject to EOS Nederland's right to refuse to perform activities that contravene the provisions of Clauses 7, 8 and/or 12 of these Terms and Conditions or are in breach of the law, public order, public morals or otherwise. EOS Nederland shall immediately inform the Client of such refusal.

19. In view of the nature of the work and in order to reduce costs, EOS Nederland shall not be obliged to inform the Client – whether periodically or otherwise – of the progress of the activities. The Client shall, however, be entitled to ask for further information at any time. EOS Nederland may charge a handling and administrative fee for providing all such information.

In view of the nature of the work, the Parties agree that the result in respect of individual debts need not be communicated forthwith, but may be communicated by EOS Nederland as part of its periodic reporting provided for in Clause 21 of these Terms and Conditions. This is agreed in accordance with the provisions of Article 7:403 DCC.

D. Payment and invoicing

20. The Client is entitled to payment of the principal sums and interest received by EOS Nederland in respect of the transferred debt, less any out-of-pocket expenses and reimbursements to which EOS Nederland is entitled. Payments made by debtors to EOS Nederland and/or the Client shall first serve to cover collection and administration costs and shall as such accrue directly to EOS Nederland; EOS Nederland shall administer the circumstances, with due observance of the provisions of Clause 21 of these Terms and Conditions.

21. Periodically, at least once every quarter, EOS Nederland shall settle the amounts owed to the Client in respect of principal sums and interest received by EOS Nederland from the Debtor, less amounts owed by the Client to EOS Nederland. Settlement shall be made with due observance of the other clauses of these Terms and Conditions and shall be properly documented by EOS Nederland.

22. EOS Nederland shall be informed immediately in writing about any payments made by the Debtor directly to the Client after the debt has been transferred. Such payments shall be deemed to constitute part of EOS Nederland's collection result and shall as such be settled in accordance with these Terms and Conditions, specifically Clause 26.

23. The statement and report sent to the Debtor shall state that payment, whether made to the Client or to EOS Nederland, will be offset firstly against outstanding costs, secondly against interest and thirdly against the principal sum.



24. The Client shall be charged for any out-of-pocket expenses of any nature whatsoever incurred by EOS Nederland, even if any judicial proceedings result in a judicial decision dismissing the Client's claim.

25. If collection activities relating to a debt are discontinued at the Client's request or if EOS Nederland itself decides to discontinue the collection activities either because of uncertainties that came to light at a later date or because of a default by the Client that came to light at a later date, EOS Nederland shall nevertheless remain entitled to a fee in accordance with the provisions of Clause 26 of these Terms and Conditions.

26. The Client shall be charged the following fees:

I In respect of collections:

The fees for the services rendered by EOS Nederland B.V. shall be agreed with the Client if and insofar as they diverge from the prevailing standard fees. These standard fees can be enquired about at any time.

The valid statutory rate of value-added tax shall be levied on all remuneration.

27. A debt-collection assignment shall be deemed to be terminated if and insofar as any one of the following situations occurs:

- the Debtor's domicile and residence are not known to EOS Nederland;
- the Debtor has taken up residence abroad;
- the Debtor has been granted suspension of payments or has been declared bankrupt or insolvent;
- if amicable collection is impossible and EOS Nederland – if necessary, explaining its stance in writing – advises against taking legal action.

II In respect of debtor monitoring:

Before carrying out any debtor monitoring activities for the Client, EOS Nederland shall send the Client a detailed quotation of the cost of the activities that the Client requested.

The Client shall be invoiced periodically for activities carried out in respect of debtor monitoring.



III In respect of legal advice:

EOS Nederland B.V. shall provide legal advice on the basis of subsequent calculation at the valid hourly rate.

E. Liability

28. EOS Nederland shall never be liable for the risk of prosecution or legal claims or in any other way if a claim turns out not to be due and payable or not due and payable in full for whatever reason. This shall also apply if a debt against minors, deceased persons or persons domiciled abroad is offered for collection separately or if the debt(s) has/have expired at the time EOS Nederland is given the instructions, unless this results from intent or gross negligence on the part of EOS Nederland, expressly excluding its employees.

Irrespective of the provisions of this Clause, EOS Nederland shall never be liable for an amount exceeding the sum insured as far as financial loss under its liability insurance is concerned.

29. If claims of the Debtor or third parties resulting from an act or omission on the part of the Client must be or are deducted from the Client's debt after collection instructions have been given, the Client's debt shall also be deemed to have been collected up to the amount of said claims for the purposes of applying Clause 26.c of these Terms and Conditions.

30. EOS Nederland shall carry out its activities as a good mandatory in good faith and shall not be held liable for the judicial and extra-judicial consequences of unjustified debts transferred to EOS Nederland for collection. Neither can EOS Nederland be held liable for the consequences of investigation or research resulting in incorrect decisions being taken by anyone. Debts for collection shall be accepted and processed with the explicit exclusion of any form of liability on EOS Nederland's part.

The Client shall be obliged to indemnify EOS Nederland against, and compensate EOS Nederland in respect of, all debts and claims of third parties relating to the processing and collection of debts offered to it by the Client on the Client's behalf.

31. Any information and documents obtained by EOS Nederland during the execution of its activities, but not through the actions of or by the Client, shall remain EOS Nederland's property.



32. The Client and EOS Nederland shall at all times, after consultation, be entitled to inspect the administration of each individual order or file and the deadline monitoring and payment documents in relation to the claim transferred for collection. The right to inspection may be exercised by an independent third party, such as an accountant or an administrative employee. Any costs related to said examination shall be borne by the examining party.

F. Duration of the agreement, final completion and final stipulations

33. The provisions of the General Terms and Conditions shall apply between the Parties from the date on which the Client signs the 'Collection assignment / Power of attorney' form(s) made available by EOS Nederland to the Client or from the date on which the Client gives consent in any other way for EOS Nederland's General Terms and Conditions to apply to the relevant agreement.

34. The agreement shall be entered into for an indefinite period. The Parties shall be entitled to terminate the agreement in writing after a period of one (1) year, subject to six (6) months' notice. If this notice period is not observed, EOS Nederland shall reserve the right to charge a fee representing 30% of the principal sum by way of compensation, irrespective of EOS Nederland's right to claim an amount to be specified that constituted the loss actually sustained by EOS Nederland.

35. After the agreement has expired, EOS Nederland shall also be entitled, subject to due observance of the provisions of these General Terms and Conditions, to continue working on a debt previously submitted for collection until such time as payment is made in full.

36. After the assigned activities have been completed in their entirety, with due observance of Clause 35 of these Terms and Conditions, EOS Nederland shall return to the Client the documents made available to EOS Nederland by or on behalf of the Client. EOS Nederland is authorized to suspend its obligation to surrender all documents which are held by EOS Nederland by virtue of a legal relationship or by virtue of regular contacts between the Parties until such time as the Client fulfils all its obligations vis-à-vis EOS Nederland, in particular those concerning payment of outstanding invoices.

Invoices issued by EOS Nederland to the Client must be paid by the latter within thirty (30) days of the invoice date. On expiry of this deadline, the Client shall immediately be in default and shall owe statutory interest on the outstanding amount. All costs incurred by EOS Nederland, both in and out of court, in respect of the collection of said amount, including those pursuant to Article 6:96, subsection 2.c DCC, shall be borne by the Client.



37. The Parties may deviate from the provisions in these General Terms and Conditions, provided that this is agreed upon in writing in advance.

38. The Parties agree that these General Terms and Conditions and any resultant agreements shall be governed solely by Dutch law. The Court in Breda/Netherlands, shall have exclusive jurisdiction to hear disputes, unless any mandatory Dutch regulation provides otherwise. EOS Nederland shall at all times be authorized to apply additionally to the Court at the Client's place of residence.

You can request a copy of our General Terms and Conditions in Dutch, French or German. Give us a call, or send an e-mail to info@eos-nederland.com. Alternatively, you can download the files from our website at www.eos-nederland.com.

EOS Nederland B.V.

Jellinghausstraat 3 · 5048 AZ Tilburg

Netherlands

Phone +31 13 5365155

Fax +31 13 5801109

info@eos-nederland.com

www.eos-nederland.com