



# Terms and conditions

## Debt Collection Services

## Debt Collection Agreement

### Contract Parties

**The client (hereinafter called “you” or “your”)**

Company Name ....

VAT/Company Number ....

Address ....

Bank account IBAN/BIC number:

and

**Atradius Collections Limited, 1 Robert Speck Pkwy, suite 1430, Mississauga, ON, L4Z 3M3**

**(Hereinafter called “we”, “us” or “our”)**

**have agreed on .././.... (the “Effective Date”) to the following:**

### 1. Scope

1.1 We and our affiliated companies will provide debt collection services to you for each business-to-business debt that you place with us for collection (the "Service").

1.2 Such placement will be considered as a mandate for us to collect the debt.

### 2. Authorization

2.1 You authorize us to collect payments in respect of the placed debt and to appoint on your behalf third parties such as lawyers, bailiffs, subcontractors ("Third Party") to provide (parts of) the Service.

2.2 You explicitly mandate and authorize us, for any debt of which the total outstanding amount (including interest and costs) is below EUR 50.000,00, to agree on your behalf, when we estimate this appropriate, on any repayment plan or full and final settlement. This includes the authority to waive on your behalf a part of the placed debt in the frame of a full and final settlement.

2.3 We will not start any legal action or initiate any insolvency procedure without your prior approval.

### 3. Rights and obligations

3.1 We will provide the Service with due care and diligence.

3.2 Once you place a debt for collection you will refrain from any collection activity with respect to the debt and will provide us timely with the necessary information and documentation.

3.3 We have the right to set-off any amount collected by us or via a Third Party against any amount you owe to us.

3.4 We may cease our Service with respect to a single debt collection case when the Service will, in our opinion, not have a cost effective result or when a dispute cannot be solved.

3.5 You may withdraw a mandate to collect a debt subject to prior written notice and withdrawal fees when applicable.

3.6 We endeavour to transfer collection monies to you within fourteen 14 days after collection or upon clearance of a cheque.

3.7. Our Services will be subject to a prior debtor due diligence. In case of negative result, we may cease our Services.

#### **4. Duration**

4.1 This agreement ("Agreement") commences on the Effective Date and shall remain in force for an indefinite period.

4.2 Either party may terminate this Agreement by giving at least two (2) months prior written notice. After the termination date this Agreement shall run-off and remain in force for all debts placed before the termination date.

4.3 Without prejudice to provisions under applicable laws, each party has the right to terminate this Agreement with immediate effect (i) when the other party becomes subject of any bankruptcy or insolvency procedure under the law of its country or (ii) when the other party fails to observe or breaches a material provision of this Agreement and such failure or breach, to the extent possible, is not remedied within a reasonable time to be determined by prior written notice of the terminating party.

#### **5. Liability, indemnification and hold harmless**

5.1 Parties will be liable towards each other for any loss, cost, claim or damage, excluding any loss of business or profits and any consequential damages, which either party might suffer or incur as a result of the other party's gross negligence, wilful misconduct or non-observance of any of its explicit or implied obligations under this Agreement.

5.2 For consequences of breaches related to laws and regulations pertaining to data protection or debt collections, parties will indemnify each other, any of their employees and any Third Party involved in the Service and hold them and each other harmless against any damage, obligations towards any third party, legal proceedings, costs and expenses arising at any time but excluding indirect and consequential losses.

#### **6. Data protection**

6.1. Atradius Collections, in its capacity of controller, will process Personal Data related to you and Debt collection cases solely for purposes related to the performance of Services provided under this Agreement and, if applicable, any other agreement entered into by you with us. Atradius Collections commits to always process such Personal Data, including its sharing and or transfer outside the European Union, in accordance with the privacy statement available at [atradiuscollections.com/privacy](https://atradiuscollections.com/privacy).

6.2. Should you transfer Personal Data other than your own to Atradius Collections, you guarantee us that you have properly notified the concerned persons that their Personal Data may be transferred to third parties for the purpose of the defense of your interests.

6.3. You agree and acknowledge that any data other than personal data, which we have obtained from you during the provision of the Service, may be shared and transferred with/to entities within the Atradius Group and any third party for commercial and credit management purposes unless prior written and data-specified communication to the contrary from your part. You guarantee that you are legally permitted to perform any transfer of such data to Atradius Collections.

## **7. Applicable law and jurisdiction**

7.1 The laws of Canada will exclusively govern this Agreement. Any dispute will be subject to the exclusive jurisdiction of the courts of Canada.

7.2. A provision in this Agreement might be void, invalid or not enforceable under the law. This will not affect the validity or enforceability of any other provision.

## **8. Fees and costs**

8.1 Fees will be charged according to the Schedule of fees and costs hereunder. All amounts are exclusive of HST / GST.

8.2 The collection fees ("Success Fees"), calculated as a percentage of the collected amounts, will apply on the total amounts collected after you have placed the debt with us irrespective of who received the amounts, who intervened in relation to the collection of the debt and whether or not these amounts relate to the principal sum, interest or costs.

8.3 Costs for Third Party services and legal proceedings will be charged in addition to these fees, regardless of the result, provided that you have given prior approval to start the debt collection activity that generates such costs. We may request an advance payment from you for such costs.

8.4 Any amount paid on debts from debtors in countries other than the customer's domestic country ("Export Debts") and exceeding the principal amount of the debt, i. e. collection costs and/or interest, will be kept by us as remuneration for our Services in addition to the fees and costs.

Where amounts exceeding the principle amount of Export Debts have been passed on to you, you are obliged to transfer such amounts back to us. No Success Fees will apply on collection cost and/or interest collected on Export Debts.

8.5 Success Fees will also apply to debts settled by a counter-trade or a credit note in respect of a return of goods. The Success Fees will be calculated on the amount of the issued credit note or the offset in relation to the counter-trade.

8.6. In the event you withdraw prematurely a mandate to collect we may charge the Success Fee calculated on the full outstanding amount of the debt except if we estimate that the debt cannot be collected anymore or you withdraw a mandate to collect within fourteen (14) calendar days after we have advised to start legal proceedings or an insolvency procedure.

8.7 We are entitled to modify the schedule of fees and costs with a three (3) months' notice. In the event of such a modification you have the right to terminate the Agreement with a two (2) months' notice period, after which this Agreement shall run-off as set out above.

8.8 All invoiced amounts have to be paid at the latest on the communicated due date or, if such date has not been specified, within 30 calendar days after the date of our invoice. In case of late payment we are entitled to charge you as from the due date with the damage caused by such delay, in particular any interest charges and cost in accordance with local law regarding Late Payment of Commercial Debts.

## 9. Schedule of fees and costs Region

### 9.1 Fees for Insolvency Services:

1. We will charge you CDN450 for lodging a claim in an insolvency procedure ("Insolvency Fee").
2. We will charge you CDN 150 per year for the monitoring of an insolvency procedure as soon as the claim has been successfully lodged into an insolvency procedure ("Insolvency Monitoring Fee"). The Insolvency Monitoring Fee is payable in advance.

9.2 The Success Fees ("Success Fees"), calculated as a percentage of the collected amounts, will apply on the total amounts collected on a Debt after we have initiated our Service for such Debt, irrespective of who received the amounts, who intervened in relation to the collection of the Debt and whether or not these amounts relate to the principal sum, interest or costs.

9.3 For Debts that are more than 180 days overdue at the date of placement for Debt Collection, 4% is added to the above mentioned percentages. Whether the Debts are more than 180 days overdue will be determined by the due date of the oldest invoice issued to the Debtor.

9.4 Any amount paid on Debts from Debtors in countries other than the customer domestic country ("Export Debts") and exceeding the principal amount of the Debt, i. e. collection cost and/or interest, will be kept by us as remuneration for our Services in addition to the Fees and Costs and Third Party Costs. Where amounts exceeding the principle amount of Export Debts have been passed on to you, you are obliged to transfer such amounts back to us. No Success Fees will apply on collection cost and/or interest collected on Export Debts.

9.5 All amounts are in CAN\$ and exclusive of HST / GST

## 10. Country List

### Europe I

Andorra  
Belgium  
Czech Republic  
Denmark  
Faroe Islands  
Finland  
France  
Germany  
Gibraltar  
Hungary  
Ireland  
Italy  
Liechtenstein  
Luxembourg  
Monaco  
Norway  
Poland  
San Marino  
Spain  
Sweden  
Switzerland  
The Netherlands  
United Kingdom

### Europe II

Albania  
Armenia  
Azerbaijan  
Belarus  
Bosnia-Herzegovina  
Bulgaria  
Croatia  
Cyprus  
Estonia  
Georgia  
Greece  
Iceland  
Latvia  
Lithuania  
Macedonia  
Malta  
Moldova  
Montenegro  
Portugal  
Romania  
Russian Federation  
Serbia  
Slovakia  
Slovenia  
Turkey

### Americas I

Canada  
Mexico  
United States

### Americas II

Anguilla  
Antigua and Barbuda  
Argentina  
Aruba  
Bahamas  
Barbados  
Belize  
Bermuda  
Bolivia  
Brazil  
British Virgin Islands  
Cayman Islands  
Chile  
Colombia  
Costa Rica  
Cuba  
Dominica  
Dominican Republic  
Ecuador  
El Salvador  
Falkland Islands  
Greenland  
Grenada  
Guadeloupe  
Guatemala  
Guyana  
Haiti  
Honduras  
Jamaica  
Martinique  
Montserrat  
Netherlands Antilles  
Nicaragua  
Panama  
Paraguay  
Peru  
Puerto Rico  
Saint Lucia  
South Georgia & South Sandwich  
St. Kitts Nevis  
St. Vincent and Grenadines  
Surinam  
Trinidad and Tobago  
Turks and Caicos Islands  
Uruguay  
US Virgin Islands  
Venezuela

### Asia Pacific I

Australia  
Hong Kong  
New Zealand  
Singapore

### Asia Pacific II

Afghanistan  
Bahrain  
Bangladesh  
Bhutan  
Brunei Darussalam  
Cambodia  
China  
Christmas Island  
Cocos (Keeling) Islands  
East Timor  
Fiji  
French Polynesia  
India  
Indonesia  
Iran  
Iraq  
Israel  
Japan  
Jordan  
Kazakhstan  
Kuwait  
Kyrgyz Republic  
Laos  
Lebanon  
Macau  
Malaysia  
Maldives  
Micronesia  
Mongolia  
Myanmar  
Nepal  
North Korea  
Oman  
Pakistan  
Palestinian Territories  
Philippines  
Qatar  
Saudi Arabia  
Solomon Islands  
South Korea  
Sri Lanka  
Syria  
Tajikistan  
Taiwan  
Thailand  
Tonga  
Turkmenistan  
Tuvalu  
United Arab Emirates  
Uzbekistan  
Vanuatu  
Vietnam  
Western Samoa  
Yemen

### Rest of the World

All other countries