

Fee Schedule

Insured cases - United Kingdom

	File Set Up Fee		Success Fee			
			< £1,500	£1,501 - 10,000	£10,001 - 100,000	> £100,001
UK & Ireland	£	50	12%	10%	5%	4%
Europe I	£	60	18%	15%	12%	8%
Europe II	£	100	25%	19%	16%	12%
Americas I	£	60	20%	17%	13%	10%
Americas II	£	100	28%	23%	19%	15%
APAC I	£	60	22%	19%	14%	11%
APAC II	£	100	28%	23%	19%	15%
Rest of the World	£	100	30%	25%	22%	20%

*an overview of all countries can be found on page 2

**All fees mentioned herein are in GBP and exclusive of VAT

File Set Up Fees: fees that are charged for each Debt that is placed for collection with us

Success fees: fee calculated as percentage of the collected amounts, charges apply on the total collected amount. The percentages applicable on the collected amounts related to a Debt will be determined in accordance with the Fee Schedule, i.e. in function of the consecutive gradual increasing value bands in which the collected amounts are situated and the country in which the Debtor is located. If the collected amounts cover different value bands, they will be broken down according to the different value bands for the purpose of determining the applicable percentages. In the event the collected amounts related to a Debt are paid in several payments, the aggregate collected amounts related to a Debt will be taken into consideration for the break down in consecutive value bands. *A calculation example is available on page 2*

Insolvency Fee: £200 for lodging a claim in an insolvency procedure.

Withdrawal fee: £50

Third party expenses and legal fee will be transferred to you.

Example: For a portfolio of outstanding invoices in Italy (Europe zone I) amounting to £120,000, the commission will be calculated as follows:

Recovered – 100%

Amount scale	Commission percentage	Commission amount in £
< £1,500	18	270
£1,501 - 10,000	15	1,275
£10,001 - 100,000	12	10,800
> £100,000	8	1,600

Total commission fee £13,945 equals 11.62% of the recovered amount

Country overview :

Europe I	Latvia	Costa Rica	Venezuela	Micronesia
Andorra	Lithuania	Cuba		Mongolia
Austria	Macedonia		Asia Pacific I	Myanmar
Belgium	Malta	Dominican Rep	Australia	Nepal
Czech Rep	Moldova	Ecuador	Hong Kong	Oman
Denmark	Montenegro	El Salvador	New Zealand	Pakistan
Faroe Islands	Portugal	Falkland Islands	Singapore	Philippines
Finland	Romania	Greenland		Qatar
France	Russian	Grenada	Asia Pacific II	Saudi Arabia
Germany	Federation	Guadeloupe	Afghanistan	Solomon
Gibraltar	Serbia	Guatemala	Bahrain	Islands
Hungary	Slovakia	Guyana	Bangladesh	South Korea
Italy	Slovenia	Haiti	Bhutan	Sri Lanka
Liechtenstein	Turkey	Honduras	Brunei	Syria
Luxembourg		Jamaica	Darussalam	Tajikistan
Monaco	Americas I	Martinique	Cambodia	Taiwan
Netherlands	Canada	Montserrat	China	Thailand
Norway	Mexico	Netherlands	Christmas	Tonga
Poland	United States	Antilles	Island	Turkmenistan
San Marino		Nicaragua	Cocos (Keeling)	Tuvalu
Spain	Americas II	Panama	Islands	United Arab
Sweden	Anguilla	Paraguay	East Timor	Emirates
Switzerland	Antigua and	Peru	Fiji	Uzbekistan
	Barbuda	Puerto Rico	French	Vanuatu
Europe II	Argentina	Saint Lucia	Polynesia	Vietnam
Albania	Aruba	South Georgia	India	Western
Armenia	Bahamas	and	Indonesia	Samoa
Azerbaijan	Barbados	South	Israel	Yemen
Belarus	Belize	Sandwich	Japan	
Bosnia- Herzegovina	Bermuda	St. Kitts Nevis	Jordan	Rest of the World
Bulgaria	Bolivia	St. Vincent &	Kazakhstan	All other
	Brazil	Grenadines		countries
Croatia	British Virgin	Surinam	Kuwait	
Cyprus	Islands	Trinidad and Tobago	Laos	
Estonia	Cayman Islands	Turks and	Lebanon	
Georgia	Chile	Caicos Islands	Macau	
Greece	Colombia	Uruguay	Malaysia	
Iceland		US Virgin Isl	Maldives	



Atradius Collections UK –Terms and Conditions

1. Introduction

1. These terms and conditions constitute a legally binding agreement (“the Agreement”) between you and Atradius Collections, relating to the credit insurance policy (“Policy”) issued by Atradius Crédito y Caución S.A. de Seguros y Reaseguros (the “Insurer”) and is effective and in force as off the effective date of the aforementioned policy.

2. Scope

2.1. Atradius Collection Ltd, 3 Harbour Drive, Capital Waterside, Cardiff CF10 4WZ, Company Registration Number 3429221 (Hereinafter called “we”, “us” or “our”) will provide a debt collection service (the “Service”) to you for each Debt owed to you by any of your Debtors (each a “Debtor”) that you place with us for collection.

2.2. The Service includes among other things:

- a. Urging Debtors to pay their Debts,
- b. Negotiating and following up of payment plans and/or of final settlements,
- c. Initiating and following up legal actions and /or insolvency procedures.

2.3. The Service is provided for business to business Debts only.

2.4. A “Debt” is defined as the full amount outstanding to you from your Debtor, plus interest and costs (where applicable).

2.5. You may place such Debts for collection by submitting it to us via the internet application (currently Atrium, Collect@net) by letter, fax, email or placement form. Such submission will be considered a mandate for us to collect the Debt.

2.6. By accessing and using any Atradius internet application, including but not limited to Collect@net, you agree to be bound by the terms and conditions applying to the use of that application available via the pages of this application.

3. Authorisation

3.1. All our affiliated companies and their branch offices (the “Affiliates”) may perform as subcontractors the Services for Debts placed by you. Therefore you explicitly authorize us to include any of our Affiliates into the provision of the Services at our sole discretion.

3.2. You hereby authorise us to:

- a. collect payments in respect of the placed Debt, to endorse cheques and to issue receipts in relation thereto;
- b. to appoint on your behalf third parties e.g. lawyers (“Third Party”) to provide (parts of) the Service;
- c. instruct any Third Party to pass any amounts they collect to us.

3.3. As long as you are the owner of the Debt, we will not:

- a. start any legal action
- b. initiate any insolvency procedure
- c. approve any final settlement; without prior approval from you and/or the Insurer, if relevant.



3.4. Where the Debts are the subject of a Policy issued by the Insurer, you hereby authorise us to transfer all monies received by us or via a Third Party (“Collection Monies”) to the insurer the Insurer. The Insurer will under its own responsibility transfer the Collection Monies to you or deal with the Collection Monies as agreed with you under your Policy.

4. Rights and Obligations

4.1. After placing a Debt with us, you cannot waive any rights to payment from the Debtor without informing us first and you should not start any other collection activity against the Debtor.

4.2 When you have placed a Debt with us for collection you are required to assist us and provide us with information and documentation as soon as reasonably possible after it is requested. These include:

- a. debtor details;
- b. copies of invoices, statements of accounts and credit notes, delivery notes and orders;
- c. details of payments received;
- d. rights and liens encumbering the Debt;
- e. disputes, amounts and rights reducing the Debt;
- f. power of attorney;
- g. bills of exchange, cheques;
- h. terms and conditions of sales;
- i. correspondence.

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

4.4. We will keep you informed of case relevant developments through the internet application, which can be accessed electronically or through any other means of communication such as email or phone.:

4.5. We endeavour to transfer Collection Monies to you or the Insurer within fourteen (14) days after collection. Where Collection Monies are received by cheque the transfer will be made once the funds are cleared.

4.6. We have the right to set-off any Collection Monies, under this Agreement against any amount you owe to us under this Agreement.

4.7. If direct payments from the debtor are received by you during our debt collections activities, you are required to report these receipts to us or the Insurer immediately

4.8. We may cease our Service with respect to a single Debt collection case when the Service will not have a cost effective result or when a dispute cannot be solved by us.

4.9. You may withdraw a mandate to collect a Debt, subject to prior written notice. A Withdrawal Fee may be due in accordance with article 10

5. Your Atradius Credit Insurance Policy

5.1. Where the Debts are the subject of a Policy issued by the Insurer, in addition to the explicit authorisation mentioned under clause 4.4., you and we agree that:

- a. we may give any information or documents relating to you or the Debts to the Insurer ;

- b. any notifications or submission of information or documents to us shall not relieve you from any obligation you may have, under the Policy or otherwise, to make the same notification, information or documents available to the Insurer, when requested or required;
- c. we and our officers, agents, Third Parties and employees do not act in any way whatsoever as agents of the Insurer and are not authorised to deal with or comment on any aspect of the Policy issued by the Insurer.

6. Duration, Termination and run-off

6.1. This Agreement commences on the Effective Date and shall remain in force for a period of one (1) year, automatically renewable for additional periods of one (1) year. Either party may terminate this Agreement by giving at least two (2) months written notice prior to the yearly anniversary date of this Agreement. After the termination date this Agreement shall run-off and remains in force for all placed Debts and/or for Insured Debts where invoices to Debtors were raised prior to the termination date.

6.2. Without prejudice to provisions under applicable laws, each party has the right to terminate this Agreement with immediate effect, or at a date to be determined by the party that terminates this Agreement, (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 period of time to be determined by prior written notice of the terminating party, or (iii) any of the directors, or those who control the contractual party or own more than 50% of the contractual party, become a designated person or entity under United Nations resolutions or sanctions laws or regulations of the European Union, the United Kingdom or the United States of America or the equivalent thereof under any other applicable national sanctions laws or regulations.

7. Data protection

7.1. In connection with this agreement, we and you shall be deemed as separate data controllers under the applicable data protection law in relation to any personal data which may be processed for our own individual purposes and by our own means and/or on your own respective behalves. All data protection and privacy legislation, regulations and guidance including Regulation (EU) 106/679 (the "General Data Protection Regulation" or "GDPR") (or any amendment of the GDPR and all legislation enacted in the UK or any of the Territories in respect of the protection of Personal Data), the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any guidance or codes of practice issued by any Data Protection Regulator from time to time (all as amended, updated or re-enacted from time to time) are applicable.

7.2. 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).

7.3. If personal data processed for the purpose of providing you the Service or any other related services, is transferred to a jurisdiction outside of the European Economic Area (EEA) and said jurisdiction does not provide an adequate level of data protection according to the applicable data



protection law, such transfer shall be governed by the appropriate European Union adopted Standard Contractual Clauses (Decision 2004/915/EC – controller/controller) or any updated or newer version thereof.

These Standard Contractual Clauses are incorporated by reference in our contractual relationship, and shall be governed by the applicable data protection law of the country in which you or we, as each of us may individually act as data exporter, have a relevant establishment in relation to processing of the personal data. Annex B (a description of the personal data we may transfer) forms part of the Standard Contractual Clauses and is available on your request.

Nothing on our contractual relationship shall be construed to prevail over any conflicting clause of the applicable Standard Contractual Clauses, or other transfer mechanism

Should you transfer Personal Data other than your own to Atradius Collections, you represent and warrant to us that you are legally permitted to, and have properly notified the concerned persons that their Personal Data may be transferred to us and to third parties for the purpose of the defence of your interests.

7.4. 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 you inform us in writing which data we cannot share or transfer as stated in this Clause 7.4.

8. Sanctions

8.1. We shall not (continue to) provide our Service and shall not be liable to collect, pay or transfer any Collection Monies under this Agreement where the provision of our Services, or collection, payment or transfer of any Collection Monies would not expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States of America or any applicable national sanction laws or regulations.

9. Liability, Indemnification and hold harmless

9.1. Parties will be liable towards each other for any loss, cost, claim or damage, excluding, to the maximum extent permitted by law, 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.

9.2. You will indemnify us, any of our employees and any Third Party involved in the Service and hold them and us harmless against any damage, obligations towards any third party, legal proceedings, costs and expenses arising at any time – whether directly or indirectly – in connection with the performance of the Service or any issues or claims relating to data protection or sanctions except if the liabilities were caused by gross negligence or intent on our part.

9.3. We do not accept any liability in the event of force majeure. For the purposes of this Agreement, a “Force Majeure” event shall mean any event arising which is beyond our reasonable control (including but not limited to any industrial dispute, governmental



regulations, fire, flood, disaster, civil riot or war). We shall promptly notify you where we become aware of a Force Majeure event which gives rise to, or is likely to give rise to any failure or delay and take commercially reasonable efforts to resume performance as promptly as practicable.

9.3. We will not be liable for any currency exchange fluctuations

10. **Entire agreement**

10.1. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

10.2. 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 in the Agreement.

10.3. Amendments to this Agreement must be approved by you and us in writing.

11. **Applicable law and Jurisdiction**

11.1. The laws of England and Wales will exclusively govern this Agreement. Any dispute will be subject to the exclusive jurisdiction of the courts of England and Wales.

12. **Fees and Costs**

12.1. Fees for our service ("Fees") will be charged according to the schedule of Fees and cost.

12.2. File Set Up Fees ("File Set Up Fees") are Fees that are charged for each Debt that is placed for collection with us.

12.3. The success 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.

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

12.5. Costs for Third Party services, including legal proceedings will be charged where applicable 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

12.6. Insolvency Fees ("Insolvency Fees") are Fees for lodging a claim in an insolvency procedure.

12.7. A withdrawal fee ("Withdrawal Fee") may be charged in the event you withdraw prematurely a mandate to collect and where

a. we estimate that the Debt can still be collected,



b. you do not comply with your obligations to provide information to us, such as foreseen under article 4.2 of this Agreement and have not remedied such failure within a period of time fixed by prior written notice of us,

c. or in the event that you take any action to collect the Debt without our agreement, the mandate will be considered as withdrawn by you.

The withdrawal fee is not applicable if you withdraw a mandate within fourteen (14) calendar days after we have advised to start (i) legal action/proceedings or (ii) an insolvency procedure

12.8. For any money transfer we may charge you with the transfer costs such as, but not limited to, banking or exchange rate costs.

12.9. All fees mentioned herein are in GBP and exclusive of VAT

12.10. All amounts invoiced to you 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 the interest charges and cost according to The Late Payments of Commercial Debts (Interest) Act 1998.

12.11. We are entitled to modify the Fee schedule. We shall notify such modification to you with a three (3) months' notice. The modification will be binding and applicable on all new Debt placements made if you have not refused this modification within the fore- mentioned period.

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