



GENERAL TERMS AND CONDITIONS (GTC) AND POWER OF ATTORNEY

01.09.22

1. **Scope of work:** The contractor (Inkasso-Team AG) takes care of the collection of claims in German-speaking countries, partly Europe-wide and worldwide, irrespective of whether they are disputed or undisputed, untitled or titled, but always within the debtor's financial possibilities as well as within the legal framework.
2. **Offers:**
 - 2.1. The contractor shall inform an interested party¹ of the conditions already in the initial correspondence or verbal contact. These are also publicly available on the website: <https://inkasso-team.com/konditionen> After an initial telephone or personal conversation, the interested party shall also receive the templates for the collection contract and further documents. Only what is subsequently agreed in a personalized collection contract is valid.
 - 2.2. The contractor shall examine enquiries and carry out preliminary research at his own expense to check the preconditions for taking over a case and the collectability of the monies. It shall prepare a report for the requester¹ together with an offer.
 - 2.3. If the enquirer subsequently rejects the offer without justification or with reference to the financial conditions (e.g., because he cannot pay the deposit, etc.), he will be liable to pay the costs of the preliminary search. The same applies if the enquirer expressly requests the drawing up of a personalized collection contract after the preliminary analysis has been carried out but does not sign it.
 - 2.4. The time required for the preliminary analysis is usually 2-3 hours, and 1 hour for the preparation of the contract documents. The hourly rates pursuant to section 7.4 shall apply.
 - 2.5. If a client subsequently places an order in the same case, the payment for the preliminary analysis and, if applicable, the preparation of the contract will be deducted from the down payment.
3. **General power of attorney:**
 - 3.1. The client grants the contractor and any third parties commissioned by the contractor power of attorney to initiate collection proceedings against the debtor and to accept monies from the debtor with debt-discharging effect.
 - 3.2. The client¹ must inform the contractor truthfully and completely about the case and provide him with all essential information and documents concerning the debtor and the claim. Incorrect information or information that is incomplete in material respects shall entitle the contractor to terminate the mandate as an exception to Clause 12.1. Any advance payment not yet used shall be forfeited in favour of the contractor.
 - 3.3. In the case of existing titles, such as court judgements, certificates of loss, etc., these must be handed over to the contractor in the original.
 - 3.4. Furthermore, any collection orders, assignments, or powers of attorney regarding the debtor in question to third parties and companies must be withdrawn when the order is placed or may not be issued without the written consent of the contractor. Infringements entitle the contractor to terminate the mandate as an exception to clause 12.1 with simultaneous forfeiture of the deposit.
4. **Authority to negotiate:** The client grants the contractor full authority to negotiate and make decisions regarding the claims in question. This means that the client expressly agrees that partial payments may be made and/or the claim may be increased or reduced.
5. **Power of attorney:** The client grants the contractor the power of attorney to carry out debt collection / default summons and other legal collection measures, as well as criminal charges. The client also grants the contractor the power of attorney to instruct lawyers for further legal actions, if necessary (subject to the provisions in section 10).
6. **Processing:**
 - 6.1. The contractor shall carry out the collection on its own authority and at its own discretion. The client shall have no authority to issue instructions.
 - 6.2. The collection will be carried out as soon as possible, but no time schedule can be predicted or the contractor committed to fixed dates by the client.
 - 6.3. The contractor only accepts mandates for which there is a realistic chance of repayment based on a preliminary examination. However, it expressly cannot give any guarantee of success, not even about the amount or the time of an expected repayment of funds.
 - 6.4. The principal may not contact the debtor himself or take any measures concerning him during the term of the mandate. Exceptions must be approved in writing by the contractor. Infringements entitle the contractor to terminate the mandate with simultaneous forfeiture of the down payment as an exception to Clause 12.1.
7. **Deposit:**
 - 7.1. When placing the order, the client shall make a down payment on the contingency fee in the agreed amount. The down payment shall be used for the initial expenses and costs of the case work. The client may at any time request the submission of the project account ("logbook"), which shows all efforts, hourly rates and expenses.
 - 7.2. The amount of the down payment is 5 % to 20 % of the amount of the claim and depends on the amount of the claim and the expected costs. It is capped at CHF/EUR/USD 100'000.-- The exact amount of the down payment will be quoted bindingly after study of the case. Plus value added tax 7.7 % (CHE-458.288.961). Clients domiciled outside Switzerland are exempt from VAT.
 - 7.3. The deposit is due upon signature of the collection contract.
 - 7.4. The deposit covers the following services: All correspondence with the client as well as with the debtor, postage, telecommunication, travel and other expenses, all investigation costs of the contractor, personal visits to the debtor by employees of the contractor as well as all other appropriate measures, regular reporting on the status of the case, whereby the intervals depend on the development of the case. The hourly rates are: senior staff / specialists for complex and international cases CHF 250/hour, debt collection staff CHF 150/hour, secretarial services etc. CHF 100/hour.
 - 7.5. No further costs will be incurred beyond the down payment (subject to Clause 11).
 - 7.6. The deposit cannot be refunded but can only be offset against the success commission defined in Clause 8
 - 7.7. Exception: If the down payment amounts to more than CHF/EUR 10,000 and a case proves to be unresolved after 2 years, the contractor will refund the unused part of the down payment, provided that the client terminates the mandate.

¹ All references to persons are always intended to be gender-neutral, even if they are not always written out in full for the sake of readability.

8. **Success fee:**
- 8.1. The contractor shall carry out the collection on a success basis.
- 8.2. The success commission is agreed on a case-by-case basis and ranges between 5 % - 40 % of the recovered amount, depending on the expected expenditure and the amount of the claim. The rate applicable in each individual case is defined in the offer and in the contract. Plus value added tax 7.7% (CHE-458.288.961). Clients domiciled outside Switzerland are exempt from VAT.
- 8.3. In the case of total payment or partial payments by the debtor, the contractor shall immediately settle with the client. Partial payments can be grouped together (e.g., semester-by-semester settlement in the case of monthly partial payments).
9. **Reporting:**
- 9.1. The contractor records all activities, expenses and income in a logbook (project accounting), as well as all important events, documents, etc. in a detailed case documentation. The client may request to see these documents at any time.
- 9.2. The contractor shall regularly inform the client in writing and/or verbally about the status of the collection. It provides information in summary form and is not obliged to report every single step or detail "online", so to speak. The intervals between reports may vary and depend on the progress of the debt collection activities. There is no entitlement to reporting at a fixed time determined by the client.
10. **Settlement:**
- 10.1. If the claim is closed in full (debtor pays the full amount of the claim), the deposit will be refunded in full by the contractor to the client. In the event of partial payments by the debtor, the client will be invoiced on a pro rata basis, i.e., the down payment will be refunded in the ratio of the partial payment to the total amount of the claim.
- 10.2. If the case turns out to be still unresolved after 2 years, the unused part of the deposit will be refunded under the conditions specified in clause 7.7, provided that the client wishes the mandate to be terminated and gives notice. The basis for the repayment is the detailed project account ("logbook") kept for each case.
- 10.3. The following applies in the case pursuant to clause 7.7: The client must terminate the mandate in writing 30 days before the expiry of the two-year period. If the client does not terminate the mandate or does not do so in due time, the processing period is extended indefinitely. Without termination, the mandate shall continue and the repayment option for the deposit shall be forfeited.
11. **Legal collection:**
- 11.1. In addition to direct debt collection, the contractor shall carry out and coordinate legal debt collection. Insofar as it is not authorized to undertake such actions itself, it shall engage lawyers in consultation with the client.
- 11.2. Legal costs such as debt collection / default summons, opening of legal proceedings, advance payments of costs to courts, lawyers' fees, etc. shall be borne separately by the client.
- 11.3. They may be advanced and invoiced by the contractor up to an amount of CHF/EUR/USD 500.-- per measure or offset against cash repayments.
- 11.4. Amounts exceeding CHF/ EURUSD 500 must be paid directly by the client. The debt collector may only incur such costs with the express permission of the client. If the contractor has advanced such amounts, the principal undertakes to reimburse them.
12. **Duration of mandate / termination:**
- 12.1. The contractor shall pursue the debtor for an unlimited period of time. She waives her right of termination. When the deposit has been used up, the agent continues to work at her own expense.
- 12.2. The client has the right to terminate the mandate at any time.
- 12.3. In the event of termination, the advance payment shall be forfeited in favour of the contractor insofar as it has not been used up by the previous expenses. This provision represents compensation for the impossibility of a success commission due to termination on the part of the client.
- 12.4. Furthermore, the success commission defined in the contract remains due in full if the debtor makes repayments during two (2) years after a termination. The same applies to payments made by the debtor directly to the principal beforehand, during the term of the contract. The statements on the repayment of the unused part of the deposit and on the extension of a mandate pursuant to Clauses 7.7. and 10.3. remain reserved.
- 12.5. If the agreed down payment or an agreed partial payment is not paid, the contractor has the right, after the first and second reminder and 30 days after signing the collection agreement, to cease its activities and to terminate the mandate as an exception to Clause 12.1. Expenses and costs incurred to date in accordance with the project statement ("logbook") shall be invoiced insofar as they have not been covered by any previously made partial payments. The expenses and costs not covered must be paid within 10 days.
- 12.6. In the event of termination of the collection contract by the client without the advance payment having been made, an interim payment of 40% of the agreed advance payment shall be due for immediate payment. This arrangement serves to cover the contractor's costs for acquisition, case analysis, preparation of the contract documents, preparation of the case documentation and reservation of capacities for case processing, depending on the case also for advance payments to freelancers.
13. **Suspension:**
- 13.1. The debt collector has the right to suspend a case if the debtor demonstrably has no means, can no longer be found, the legal basis for the claim no longer exists or contrary to expectations, could not be established or other circumstances, such as imprisonment, serious illness, etc., currently make it impossible to recover the money. Another reason for suspension would be a seriously disturbed relationship of trust between the client and the contractor, which would make cooperation impossible, or steps taken by the client which endanger the safety of the debt collection staff.
- 13.2. Suspension means that the collection contract remains valid, but activities are suspended until new indications arise (e.g. resumption of professional activity by the debtor, existence of a legal title, etc.). The contractor reviews the situation periodically (usually annually) and reports to the client. If there are corresponding indications, case processing is resumed.
14. **Cancellation policy:** If the collection contract has been concluded outside the office premises or exclusively by telephone and e-mail (remote contract), a client from Germany has a 14-day right of cancellation in accordance with any applicable German law (§ 356 of the German Civil Code). If the client wishes the contractor to start work immediately after placing the order, he must expressly waive this right of withdrawal in the collection contract.
15. **Final provisions:**
- 15.1. **Swiss law shall apply. The place of jurisdiction is Basel.**

Visa Client: