



GENERAL TERMS AND CONDITIONS AND POWER OF ATTORNEY

27 December 2025

1. Scope of the order:

The contractor shall handle the collection of claims in German-speaking countries, and in some cases also in Europe- and worldwide, regardless of whether these are disputed or undisputed, titled or untitled, but always within the financial means of the debtor and within the legal framework.

2. Offers:

- 2.1. The contractor shall inform interested parties of the terms and conditions and the general terms and conditions in the initial correspondence. These are also available on the website. What is subsequently agreed in a personalized debt collection contract and signed shall be valid.
- 2.2. The contractor reviews enquiries and conducts preliminary analyses and research at its own expense to assess the conditions for taking on a case and the recoverability of the funds.
- 2.3. After completion of the preliminary analysis, including preliminary research and at least one telephone or personal conversation, the interested party receives a binding offer.
- 2.4. If the interested party accepts the offer, the provider will draw up the contract documents and sign them.
- 2.5. If the interested party subsequently rejects the offer without giving reasons or with reference to the financial conditions, which were previously known to them, they shall be liable for the costs of the preliminary research and the preparation of the contract.
- 2.6. The time required for preliminary analysis is usually 1-3 hours, and 1 hour for the preparation of the contract documents. The hourly rates according to section 7.5 apply.
- 2.7. If a prospective client subsequently places an order in the same case, the payment for the preliminary analysis and contract preparation will be credited against the deposit.

3. General power of attorney:

- 3.1. The client¹ grants the contractor and any third parties commissioned by the contractor the power of attorney to initiate debt collection proceedings against the debtor and to accept funds from the debtor with debt-discharging effect.
- 3.2. The client must provide the contractor with truthful and complete information about the case and make available to the contractor all essential information and documents concerning the debtor and the claim. Incorrect or materially incomplete information would entitle the contractor to terminate the mandate as an exception to clause 14.1. Any advance payment that has not been fully used shall be forfeited in favour of the contractor.
- 3.3. Copies of existing documents, such as court judgements, certificates of loss, etc., must be provided to the contractor; originals must also be provided upon request.
- 3.4. Furthermore, upon placing the order, any collection orders, assignments or powers of attorney to third parties and companies, debt enforcement proceedings, default summonses and the like relating to the debtor in question must be withdrawn or may not be issued without the written consent of the contractor. Any violations would entitle the contractor to terminate the mandate with simultaneous forfeiture of the deposit, as an exception to clause 14.1.

4. Power of negotiation:

The client grants the contractor full power of negotiation and decision-making with regard to the claims in question. This means, among other things, that the client expressly agrees that partial payments may be made and/or the claim may be increased or reduced.

5. Power of action:

The client grants the contractor the power of attorney to initiate debt collection proceedings/reminder notices and other legal collection measures, as well as criminal charges. The client also grants the contractor the power of attorney to engage lawyers for further legal actions if necessary (subject to the reservations in section 11.4).

6. Processing:

- 6.1. The contractor shall carry out the debt collection on its own initiative and at its own discretion. The client has no authority to issue instructions. However, the contractor is always grateful for any comments and suggestions from the client and will implement them if they are appropriate and accepted.
- 6.2. The debt collection will be carried out as quickly as possible, but no time frame can be predicted and the client cannot oblige the contractor to meet fixed deadlines. The client is also aware that not all deadlines are within the contractor's sphere of influence (authority enquiries, criminal investigations, etc.).
- 6.3. The contractor only accepts mandates for which there is a realistic chance of recovering the money based on a preliminary review. However, it cannot expressly guarantee success, nor can it guarantee the amount or timing of any expected recovery of money.
- 6.4. The client may not contact the debtor themselves during the term of the mandate or take any measures concerning them. Exceptions must be agreed in writing with the contractor. Violations would entitle the contractor to terminate the mandate with simultaneous forfeiture of the deposit, in accordance with clause 14.1.
- 6.5. The contractor shall not accept any further mandates against the debtor. If it appears advisable for tactical reasons to accept further mandates, the contractor may only do so with the written consent of the previous client(s).

7. Advance payment:

- 7.1. Upon placement of the order, the client shall pay a deposit on the agreed contingency fee. The deposit shall be used to cover the initial costs and expenses of handling the case. The client may at any time request to see the project invoice ("logbook"), which shows all costs, hourly rates and expenses.

¹ Personal details are always to be understood as gender-neutral, even if the gender-specific form is not used throughout.

- 7.2. The amount of the deposit is between 0.5% and 20% of the claim amount and depends on the amount of the claim and the expected expenditure. It is capped at CHF/EUR/USD 150,000. The exact amount of the deposit will be offered as a binding offer after preliminary analysis, including preliminary research. Plus value added tax of 8.1% (CHE-458.288.961). Clients based outside Switzerland are exempt from value added tax.
 - 7.3. The deposit is due upon signing the debt collection agreement.
 - 7.4. For deposits greater than CHF/EUR/USD 20,000, instalment payments (partial payments) are possible. The instalments are not dependent on a specific progress of performance and are due at the agreed time regardless of this. If the client is in default, the contractor may, in accordance with the provisions of sections 14.5 and 14.6, interrupt the work or terminate the mandate by way of an exception to section 14.1.
 - 7.5. The advance payment covers the following services: All documentation, research and analysis costs, all correspondence with the client, the debtor and other parties involved, postage, telecommunications and travel expenses as well as other expenses, all investigation costs incurred by the contractor, personal visits to the debtor by the contractor's employees and all other appropriate measures (such as surveillance, ongoing research, application of "pressure scenarios", negotiations with the debtor, authorities, lawyers, etc.), regular reporting on the status of the case, with the intervals depending on the development of the case. The hourly rates are as follows: senior employees/specialists for complex and international cases CHF 250/hour, debt collection employees/junior employees CHF 150/hour, secretarial services and similar CHF 100/hour.
 - 7.6. No further costs are incurred beyond the advance payment (subject to clause 11).
 - 7.7. If the conditions change (e.g. a Swiss case becomes a European case extending beyond the German-speaking area due to the debtor's departure, or the amount of the claim proves to be significantly higher than stated in the debt collection contract, etc.), the provider may charge an additional down payment. In such cases, the parties shall endeavour to reach an amicable agreement that is considered fair by all. If no such agreement can be reached, the contractor may terminate the mandate as an exception to clause 14.1.
 - 7.8. The advance payment cannot be refunded, but can only be offset against the success fee defined in clause 8 or in the contract. This also applies if the mandate has been terminated by one of the parties. The advance payment is not a repayable advance on costs, unless it has been used up.
 - 7.9. In cases of longer duration, it may happen that the project accounting shows a deficit and the contractor works at its own expense and risk from then on due to the indefinite mandate in accordance with clause 14. Even in such cases, the client does not have to pay any additional fees for the contractor's services.
- 8. Contingency fee:**
- 8.1. The contractor carries out the debt collection on a success basis.
 - 8.2. The success fee is agreed on a case-by-case basis and ranges between 5% and 40% of the recovered amount, depending on the expected effort and the amount of the claim. The rate applicable in each individual case is defined in the offer and in the contract. Plus VAT at 8.1% (CHE-458.288.961). Clients based outside Switzerland are exempt from VAT.
 - 8.3. In the event of full or partial payment by the debtor, the contractor shall settle accounts with the client. Partial payments shall be summarised (quarterly, half-yearly, upon completion of the entire case). See also section 10.
- 9. Reporting:**
- 9.1. The contractor shall document all activities and expenses in a logbook (project accounting), repayments by the debtor in a repayment table and all important events, investigation results, documents, etc. in detailed case documentation. The client may request access to these documents at any time, unless they have already been communicated to the client by the contractor as part of the reporting process.
 - 9.2. The contractor shall regularly inform the client in writing and verbally about the status of the debt collection. It shall provide summary information and is not obliged to report every single step or every detail "online", so to speak. The intervals between reports may vary and depend on the progress of the collection activities or results. There is no right to receive reports at a fixed time determined unilaterally by the client.
- 10. Settlement:**
- 10.1. Upon complete settlement of the claim (debtor pays the full amount of the claim), the contractor shall refund the deposit in full to the client.
 - 10.2. In the event of partial payments by the debtor, the client will be invoiced on a pro rata basis, i.e. the advance payment will be refunded in proportion to the partial payment in relation to the total amount of the claim.
- 11. Legal debt collection and extraordinary debt collection costs:**
- 11.1. In addition to direct debt collection, the contractor shall pursue and coordinate legal debt collection where necessary (debt enforcement/reminder proceedings, legal enforcement, seizure, conciliation proceedings, criminal charges, etc.). If it is not authorised to take such action itself and if it is unavoidable, it shall engage solicitors in consultation with the client (e.g. to bring legal action, etc.).
 - 11.2. Legal costs, such as debt enforcement/reminder notices, legal enforcement, advance payments to courts, solicitors' fees, etc., shall be borne separately by the client. They are not included in the advance payment.
 - 11.3. In rare cases, extraordinary collection costs may be incurred. These are fees, advance payments, cost contributions and the like that are necessary to realise a debtor's funds or other assets (e.g. advance payments in the event of bankruptcy, foreclosure, etc.). These are also not included in the deposit and must be borne separately by the client.
 - 11.4. However, the contractor will only incur legal costs and/or extraordinary collection costs after consultation with the client. The customer shall be informed in advance of such legal or extraordinary measures, their justification or necessity and the cost implications, and may agree to or reject their implementation. The customer shall pay the legal costs and/or extraordinary collection costs in advance to the contractor or, in consultation with the contractor, directly to the relevant authority, service provider or solicitor.
- 12. Data protection:**
- 12.1. The contractor shall treat all data relating to the mandate as confidential. However, in deviation from any confidentiality agreement previously concluded, the contractor shall have the right to pass on the information to third parties, including authorities, insofar as this is necessary for the fulfilment of the mandate. The client shall be informed of this; however, there is no obligation to obtain their consent. The assertion of any penalty payment provided for in a confidentiality agreement is expressly excluded for the duration of the mandate relationship.

- 12.2. The contractor undertakes to store all data relating to the client and the debt collection process securely for 10 years. It may not use this data for any other purpose without the express consent of the client. It may use the contact details of the client or a prospective customer for marketing purposes, e.g. for a letter to the client or the prospective customer.
- 12.3. The client is obliged to treat all documents and information from the debt collection process (research results, reports, etc.) as confidential. This also applies explicitly to information received during the acquisition phase, i.e. before a debt collection contract has been concluded. They may also not pass on information from the acquisition phase to the debtor, e.g. by threatening to engage the debt collection company in the event of non-payment; this could potentially reduce the chances of the debt collection process being successful and make them liable to prosecution for (attempted) coercion. He may not pass on any information from the debt collection process to third parties without the written consent of the contractor; this also applies to the period after the end of the mandate. He must ensure that it does not fall into unauthorised hands (e.g. by taking appropriate security measures on computers, mobile phones, etc.).
- 13. Suspension:**
- 13.1. The contractor has the right to suspend a case if, in the course of processing the case, it becomes apparent that the debtor demonstrably has no means of payment, or the claim is uncollectible for other reasons, the debtor can no longer be located, the legal basis for the claim no longer applies or, contrary to expectations, could not be established, or other circumstances exist, such as imprisonment, serious illness, need for social assistance, etc., which make it impossible to recover the money for the time being.
- 13.2. Suspension means that the debt collection agreement remains valid unless the customer terminates it, but activities are suspended until new evidence emerges (e.g. the debtor is found, resumes gainful employment, a legal title is available, etc.). If new information becomes available that makes progress in the case and the chances of repayment likely, the contractor will resume active collection activities.
- 14. Term of mandate / termination:**
- 14.1. The contractor shall pursue the debtor for an unlimited period of time. It waives its right of termination. Once the advance payment has been used up, it shall continue to work at its own expense. Any negative amounts in the logbook (project statement) shall be borne exclusively by the contractor. The client shall not be required to pay any additional amounts, subject to clause 7.7 and any legal and extraordinary collection costs in accordance with clause 11.
- 14.2. Notwithstanding clause 14.1, termination by the contractor is possible in exceptional cases as specified in clauses 3.2, 3.4, 6.4, 7.7 and 14.6. Other extraordinary reasons for termination that do not conflict with clause 14.1 include: breaches of Section 12.2 (data protection) by the client, actions or omissions by the client that make debt collection difficult or impossible, behavior and measures by the client that endanger the safety of debt collection staff, lack of agreement by the client in the case of disputed claims, legal steps such as default notices, lawsuits, etc., even though the contractor strongly recommends this, a lasting breach of trust between the client and the contractor; the list is not exhaustive.
- 14.3. An exception to clause 14.1, which entitles the client to terminate the contract, are cases that have been suspended in accordance with clause 13 and in which, even two (2) years after suspension, there are no new indications of any chance of successful debt collection. For cases that have not been suspended previously, termination would also be possible without prior suspension in demonstrably hopeless cases, but no earlier than two years after the case was taken on.
- 14.4. The client has the right to terminate the mandate at any time.
- 14.5. In the event of termination by the client, the deposit shall be forfeited in favour of the contractor, unless it has already been used up by the expenses incurred to date as recorded in the logbook. This provision constitutes compensation for the impossibility of a success fee due to termination by the client.
- 14.6. In the event of termination by the contractor in the exceptional cases specified in clause 14.2, any remaining balance of the advance payment shall also be forfeited to the contractor for the same reasons.
- 14.7. Furthermore, in the event of termination by the client, the success fee defined in the contract remains payable in full if the debtor makes repayments within three (3) years of termination. The same applies to payments that have already been made by the debtor directly to the client during the term of the contract in breach of the contract.
- 14.8. If the agreed down payment or an agreed partial payment is not made, the contractor shall be entitled to cease work after issuing a single formal reminder. If payment is still not made within a set grace period, the contractor shall be entitled to terminate the mandate by way of exception to clause 14.1.
- 14.9. In the event of termination by the client due to non-payment, the client shall owe a compensation payment of 40% of the agreed advance payment or the unpaid portion of the advance payment. This compensation payment shall be due immediately. The compensation payment serves to cover the contractor's costs for acquisition, case analysis, preparation of contract documents, preparation of case documentation and reservation of capacities for case processing, depending on the case also for advance payments to freelancers, as well as compensation for the success fee that is now no longer possible.
- 14.10. If the client terminates the debt collection contract without the deposit having been paid (in full), a compensation payment of 40% of the agreed deposit or the unpaid portion of the deposit shall also be due for immediate payment. This provision serves to cover the contractor's costs for acquisition, case analysis, preparation of contract documents, preparation of case documentation and reservation of capacity for case processing, depending on the case also for advance payments to freelancers, as well as compensation for the success fee that is now no longer possible.
- 15. Cancellation policy:** If the debt collection contract was concluded outside the contractor's office premises or exclusively by telephone and e-mail (distance contract), a private client from Germany is entitled to a 14-day right of withdrawal in accordance with German law (§ 356 of the German Civil Code). If the client wishes the contractor to commence work immediately after the order has been placed, they must expressly waive this right of withdrawal in the debt collection agreement. By signing the General Terms and Conditions, the client expressly waives their right of withdrawal.
- 16. Final provisions:** Swiss law applies. The place of jurisdiction is Basel.

Client's approval: