



1. Business information (All details must be filled in)

Subscriber:	Central business reg. (CVR) number:
Address:	Bank registration/account number:
	Phone number:
	Fax number:
Contact person:	E-mail:
Policy number (if client with Euler Hermes Kreditforsikring):	

2. Terms and prices

Euler Hermes Inkasso Service offers to collect debt in both Denmark and abroad in pursuance of the terms and conditions laid down in this subscription agreement, including the “General terms and conditions for Euler Hermes Inkasso Service” and the price lists effective at any time for debt collection in Denmark and abroad (see Price List for Debt Collection in Denmark and Abroad). The holder of and unit practising the authorisation to operate debt collection activities is Euler Hermes Inkasso Service, branch of Euler Hermes Service AB (subsequently referred to as Euler Hermes). In Denmark, the collection of the debt may be made in cooperation with another contracting party with authorisation to operate a debt collection business in Denmark. Abroad, the collection is made by Euler Hermes’ local company or another collaborator of Euler Hermes.

This subscription agreement shall apply as from the start date specified below and shall be effective until either of the parties terminates the agreement giving minimum 10 days’ written notice. Debts which are placed for collection at Euler Hermes prior to any termination of the subscription agreement shall be finalised by Euler Hermes unless otherwise agreed.

Euler Hermes operates as data processor of client information etc. solely as instructed by the data responsible subscriber who warrants that legal basis exists for processing and passing on information on the registered party/parties. The subscriber is responsible for any duty of notification in relation to the Danish Data Protection Agency (Datatilsynet). Euler Hermes shall make all the necessary technical and organisational precautions to avoid that information is destroyed accidentally or illegally, is lost or impaired, and to avoid that it is presented to unauthorised persons, is misused or processed otherwise contrary to the Danish Act on Processing of Personal Data (lov om behandling af personoplysninger). At the subscriber’s request, Euler Hermes shall provide the subscriber with sufficient information to enable him/her to ensure that all the technical and organisational precautionary measures have been taken.

The subscriber shall authorise Euler Hermes to collect relevant information on the debtor’s situation from inter alia Euler Hermes Kreditforsikring, branch of Euler Hermes Kreditforsikring AB (Sweden) (subsequently referred to as Euler Hermes Kreditforsikring). Such relevant information shall be collected on behalf of the subscriber and within the framework of the law. Furthermore, the subscriber accepts that within the framework of the law, Euler Hermes passes on information on the debtor’s situation to Euler Hermes Kreditforsikring. Finally, the subscriber authorises contact details (name, address etc.) to be registered for administrative purposes in Euler Hermes Kreditforsikring’s customer database.

The subscription agreement is effective from: _____

Place and date

Signature and stamp
Subscriber

Euler Hermes Inkasso Service
CVR nr.: 31420237
Filial af:
Euler Hermes Service (Sverige)
Org.nr. 556754-9125

Amerika Plads 19
DK-2100 København Ø
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inkasso.dk@eulerhermes.com
www.eulerhermes.dk

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IBAN: DK0230003345216642
Swift: DABADKKK

§ 1 In relation to the subscriber, debt collection proceedings imply that Euler Hermes Inkasso Service (hereinafter referred to as Euler Hermes) with the right to be represented by another party, has been authorised to collect undisputed debts which have fallen due. Euler Hermes may decide not to carry through debt collection proceedings as well as not to finalise pending debt collection proceedings if Euler Hermes estimates that the debt cannot be collected or if other circumstances exist which Euler Hermes estimates will render the collection impossible or in any other way will complicate the collection inordinately. Original documents received from the subscriber will be kept by Euler Hermes.

Where the subscriber withdraws a debt which has already been placed for collection at Euler Hermes; or where Euler Hermes chooses to end pending debt collection proceedings; or where either of the parties terminates the subscription agreement, Euler Hermes shall be entitled to invoice the subscriber any actual and expected disbursements, fees and other judicial expenses.

§ 2 The subscriber shall send Euler Hermes all the information and documents which Euler Hermes considers necessary for being able to collect the debt.

§ 3 The subscriber shall send the debtor minimum one letter before action in pursuance of § 10 of the Danish Collection Act (inkassoloven) before he/she places the debt for collection by Euler Hermes.

§ 4 Euler Hermes shall carry on debt collection activities in accordance with good debt collection practices and current rules for debt collection activities.

§ 5 National statutory fees and actual disbursements paid by the debtor shall accrue to Euler Hermes or any other party which Euler Hermes has chosen as its representative. Where such fees, disbursements and judicial expenses cannot be paid by the debtor, they will be charged to the subscriber in compliance with the effective price list.

Euler Hermes reserves the right to claim advance payment of fees, disbursements and judicial expenses relative to the effective price list or separate price agreement.

§ 6 The debtor's payment of the claim shall be written off by Euler Hermes in the following order of priority (VAT included):

- pre-action, statutory collection fees
- fees for Euler Hermes
- judicial expenses and fees
- the original debt
- interest on the original debt

Euler Hermes reserves the right to deduct and keep payments made by the debtor to cover expenses incurred in connection with collecting the debt. Moreover, Euler Hermes reserves the right to set off such payments against claims which Euler Hermes has against the subscriber. Set-off can also be made if the subscriber has received compensation for the debt concerned from Euler Hermes Kreditforsikring.

Euler Hermes shall keep all amounts collected separate from its own funds; and without undue delay, Euler Hermes shall calculate and pay the amounts collected to the subscriber in accordance with the above-

mentioned procedure and priority for settlement.

§ 7 In connection with judicial steps or other corresponding measures to collect the debt, Euler Hermes shall obtain the subscriber's prior acceptance thereof. Where Euler Hermes fails to do so, the subscriber's expenses thereof shall be limited to DKK 5,000.

§ 8 Proposal for composition or the like made by the debtor and received by Euler Hermes or other reduction in the debt shall always be approved by the subscriber.

§ 9 The subscriber shall inform Euler Hermes immediately if

- the debtor disputes the debt (dispute)
- the debtor pays off the debt directly to the subscriber
- the debt is reduced

This obligation to inform also relates to other information which may be of importance to the debt collection proceedings or to the contractual relationship incidentally.

Payment of the debt directly to the subscriber shall be considered on a par with collection of the debt by Euler Hermes insofar as the payment is made after Euler Hermes has initiated the collection.

§ 10 The subscriber must not:

- initiate his/her own measures in relation to debts which have been placed for collection at Euler Hermes
- transfer pending debts at Euler Hermes to another debt collection agency for collection.

§ 11 Euler Hermes reserves the right to alter the terms and conditions and prices in accordance with this subscription agreement giving 30 days' notice or no notice in case of authority measures as well as where changed legislation involves changed prices.

§ 12 Euler Hermes cannot be held liable for losses imposed on the subscriber where such result from authority measures, riot, civil commotion, strike, lockout, natural disaster or events which Euler Hermes has no influence on incidentally. Furthermore, Euler Hermes excludes liability for losses which may occur in case of incorrect handling due to intentional or negligent behaviour on the part of a third party which Euler Hermes employs for the performance of this subscription agreement.

§ 13 The subscriber shall assume full responsibility for any judicial consequences and costs which may occur as a result of his/her breach of contract in pursuance of the terms and conditions of this subscription agreement. Where the subscriber does not fulfil his/her obligations under this subscription agreement, Euler Hermes can terminate the agreement without notice.

Euler Hermes can without further notice terminate the subscription agreement if the subscriber does not fulfill the duties in accordance with the agreement.

§ 14 Any dispute relating to the interpretation and use of this agreement shall be settled by Denmark's courts of law with The City Court of Copenhagen as the court of first instance. The agreement is governed by Danish law.

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Swift: DABADK33

This price list is part of the subscription agreement for Euler Hermes Debt Collection. The price list is effective as from the 1st of September 2010 and until a new price list is released. All prices are exclusive of VAT. Our payment terms are 15 days from the date of invoice.

In addition to a fixed price of DKK 1,000 per collection proceedings, Euler Hermes Debt Collection charges a commission according to the percentages given below of the amount recovered which Euler Hermes Debt Collection or the subscriber receives from the debtor.

National statutory fees, actual disbursements etc. paid by the debtor shall accrue to Euler Hermes Debt Collection or any other party which Euler Hermes Debt Collection has chosen as its representative. In connection with debt collection proceedings where the debt is wholly or partly irrecoverable, such fees, disbursements and any other judicial expenses will be charged to the subscriber.

The subscriber's expenses for judicial or other similar steps are limited to DKK 5,000 if, in advance of taking such steps, Euler Hermes Debt Collection has not obtained the subscriber's acceptance thereof.

Service	Price	Outline of the service
Collection proceedings - Debt collection abroad	1,000.00	<ul style="list-style-type: none"> • Identification of name, central business registration number or other similar information • Address search service • Registration of the case • Confirmation of receipt of the case • Assessment of debtor based on our own credit information • Assessment of debtor based on our own credit information • Transfer of the case to Euler Hermes in the country concerned or other cooperative partner
Foreign commission for collection proceedings in Europe* and the USA	16.0% 10.0%	<ul style="list-style-type: none"> • Of the amounts recovered up to DKK 100,000 • Of the amounts recovered exceeding DKK 100,000
Foreign commission for collection proceedings in other countries	Quotation	<ul style="list-style-type: none"> • In relation to collection proceedings in other countries, separate quotation is obtained

All the amounts have been given in DKK and exclude VAT. Commission will be charged successively. If, after commencement of the proceedings, the subscriber credits any amounts to the debtor or accepts to have goods returned, half of the commission will be charged to the subscriber.

*Europe: Austria, Belgium, the Czech Republic, Cyprus, Estonia, Finland, France, the Faroe Islands, Germany, Great Britain, Greece, Greenland, Hungary, the Netherlands, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, Morocco, Monaco, Norway, Poland, Portugal, Switzerland, Slovakia, Slovenia, Spain, and Sweden.

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In addition to a fixed price of DKK 500 per collection proceedings, Euler Hermes Debt Collection charges a commission according to the percentages given below of the amount recovered which Euler Hermes Debt Collection or the subscriber receives from the debtor.

Statutory fees, actual disbursements etc. paid by the debtor shall accrue to Euler Hermes Debt Collection or any other party which Euler Hermes Debt Collection has chosen as its representative. In connection with debt collection proceedings where the debt is wholly or partly irrecoverable, such fees, disbursements and any other legal expenses will be charged to the subscriber. The subscriber's expenses for judicial or other similar steps are limited to DKK 5,000 if, in advance of taking such steps, Euler Hermes Debt Collection has not obtained the subscriber's acceptance thereof.

Service	Price	Outline of the service
Pre-action procedure	500.00	<p>Pre-action procedure – comprises among other things:</p> <ul style="list-style-type: none"> • Assessment of the subscriber's claim and procedures to ensure correct statement of the claim with interest and fees in accordance with good debt collection practice and current legislation. • Institution of the collection proceedings and sending of a letter before action, and proposal for settlement out of court – with request for one-off payment or payments on an instalment plan. • Information to the subscriber on the receipt of the case and institution of collection proceedings. • Administration of all payments received and instalment plans, and submission of final settlement to the subscriber. • Advice to the subscriber on legal collection in case the pre-action procedure has produced a negative result. • Filing of claims in relation to an estate of a deceased person, estates in bankruptcy, restructuring of debt, and composition etc.
Return of mail (in cases where debtor can not be found at the stated address)	150.00	<ul style="list-style-type: none"> • Search in various registers incl the Central Business Register, the Civil Registration System, the Danish Law Gazette, the Internet and more.
Report of claim	1,700.00	<ul style="list-style-type: none"> • Report of claim in estates of a deceased person, bankruptcy estates, debt relief and composition etc.

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Service	Price	Outline of the service
Judicial recovery of debts	Maximum 5,000.00*	Judicial recovery of debts – comprises among other things: <ul style="list-style-type: none"> • Issuing of claim form, submission of claim form and court fees to the court, appearance in court if necessary (up to two appearances), obtaining of judgment, sending of reminder to the debtor of the judgment made by the court. • Drawing up requisition to the bailiff with a statement of the claim, first appearance in the enforcement court, examination of the debtor, levying of execution on assets. • If necessary, request for the debtor to be collected by the police unannounced for the purpose of ensuring that he/she appears in the enforcement court, request for enforcement proceedings where the bailiff repairs to the debtor's address, appearance in the enforcement court or at the debtor's, examination of the debtor, levying of execution. • Filing a notification of execution, registration of an execution, obtainment of authorisation for carrying through a forced sale of effects on which execution has been levied, payment to the carrier and auctioneer.
Judicial recovery of debts where the debtor files a defence (dispute): - Fees according to an hourly rate as well as payment of other additional costs. Cover of such costs will be claimed from the debtor if feasible.		Individual processing of the collection proceedings according to agreement with the subscriber <ul style="list-style-type: none"> • For instance: statement to the subscriber, extended particulars of claim in the claim form, preparation of supplementary statement of case, participation in preliminary hearings, preparation of legal survey, contact to witnesses, preparation of legal argument, and participation in the main proceedings, and in any appeals to the Danish Eastern or Western High Court or the Danish Supreme Court
Commission on the amounts recovered	9.0 % 6.0 %	<ul style="list-style-type: none"> • Of the amounts recovered up to DKK 100,000 • Of the amounts recovered exceeding DKK 100,000

All the amounts have been given in DKK and exclude VAT. Commission will be charged successively. If, after commencement of the proceedings, the subscriber credits any amounts to the debtor or accepts to have goods returned, half of the commission will be charged to the subscriber.

* Efforts will be made to make the debtor pay these expenses if feasible relative to the attorney's actual invoice. In addition to the amount of DKK 5,000, the subscriber shall pay the court and the enforcement court the fees fixed by the Danish Ministry of Justice. Cover of such expenses will be claimed from the debtor to the extent that this is possible.

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