

# Debitura Standard Debt Collection Agreement

## The following Company:

Company Name: <Insert Dynamically>

Company Registration Number: <Insert Dynamically>

Company Address: <Insert Dynamically>

Company Contact Person: <Insert Dynamically>

Contact Person Email: <Insert Dynamically>

Hereafter called “**Client**” hereby agrees to the following standard debt collection agreement.

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## §01: Definitions

In this Agreement, the following terms have the meanings set out below. Where a term is defined here, its defined meaning applies throughout this Agreement, including all Appendices, unless the context expressly requires otherwise. Defined terms appear in **bold** the first time they are used in each section.

### A: Parties and the Platform

- “**Debitura**” means Debitura LLC, a limited liability company formed under the laws of the State of Delaware, United States (6 Del.C. §18-201 et seq.), EIN: 37-2213530, with its registered address at 300 Delaware Ave Ste 210 #557, Wilmington, DE 19801, United States, which operates the digital platform at debitura.com that connects Clients with Collection Partners for the purpose of debt recovery.
- “**Client**” means a business (creditor) that has entered into this Agreement with Debitura for the purpose of submitting Claims for collection via the Debitura Platform.
- “**Collection Partner**” means the debt collection agency or law firm engaged via the Debitura Platform to execute debt collection activity on behalf of the Client in relation to one or more Cases.
- “**Debtor**” means the individual or legal entity that owes a monetary obligation to the Client which has been submitted as a Claim to the Debitura Platform.
- “**Debitura Platform**” (or “**Platform**”) means the software infrastructure, web application, and digital tools operated by Debitura at debitura.com, through which Clients submit Claims, Collection Partners manage Cases, and all communications, approvals, notifications, case actions, payments, and records are made and stored.

### B: Claims and Cases

- “**Claim**” means a monetary obligation owed by a Debtor to a Client, submitted to the Debitura Platform for collection. A single Claim may be based on one or more invoices or underlying obligations. Eligibility requirements for Claims are set out in §04.
- “**Case**” means the record created on the Debitura Platform when one or more Claims are submitted by a Client and assigned to a Collection Partner for collection. A Case is the operational unit through which collection activity, communications, payments, and status updates are tracked. A Case may include multiple Claims submitted together.
- “**Disputed Claim**” means a Claim in respect of which the Debtor has, at any time, indicated (whether to the Client, the Collection Partner, or in any other form) that they deny, contest, dispute, or raise a set-off, counterclaim, or other defence against the validity, amount, or enforceability of the underlying obligation.
- “**Prior Placement Claim**” means a Claim that has previously been submitted to, worked by, placed with, or sold to another debt collection agency, law firm, litigation funder, or

debt purchaser before its submission to the Debitura Platform, unless the Collection Partner has explicitly agreed in writing to accept it on that basis.

### C: Financial and Fee Terms

- **“Principal Amount”** means the face value of a Claim as submitted to the Debitura Platform in its original currency, excluding any interest, late payment fees, reminder fees, penalties, or other charges added after the original due date of the Claim.
- **“Age of Claim”** means the number of days elapsed from the original due date of a Claim to the date on which it is submitted to the Debitura Platform. For the purpose of determining Age Uplift thresholds under §03.5: a Claim is treated as older than 12 months when the Age of Claim exceeds 365 days; a Claim is treated as older than 24 months when the Age of Claim exceeds 730 days.
- **“Success Fee”** means the commission payable by the Client to the Collection Partner upon a Recovery Event, calculated as a percentage of the Recovered Amount in accordance with the fee schedule in §03.
- **“Age Uplift”** means an additional percentage added to the standard Success Fee rate where the Age of a Claim exceeds the thresholds set out in §03.5. The applicable rate and bracket rules are set out in §03.5.
- **“Recovery Event”** means the receipt of cleared funds from the Debtor by either the Collection Partner (into its bank account or Trust Account) or the Client (where the Debtor pays the Client directly), in each case as recorded on the Debitura Platform.
- **“Recovered Amount”** means the total cleared funds received from the Debtor in connection with a Case, whether through a single payment, one or more installments, or a Settlement.
- **“Partial Payment”** means any payment made by the Debtor that is less than the total amount owed on a Case. The allocation of Partial Payments between the Client and the Collection Partner is governed by §05.4.
- **“Additional Fees”** means interest, collection fees, and reminder fees that the Collection Partner is entitled, under the applicable law of the Debtor’s Jurisdiction, to add to a Claim and retain from the Debtor. Additional Fees are separate from the Success Fee and are governed by §03.8.
- **“Disbursement”** means the transfer by the Collection Partner to the Client of the net amount recovered on a Case, after deducting the applicable fees and costs in accordance with §03 and §05, within the Disbursement Period.
- **“Disbursement Period”** means the period within which the Collection Partner must remit the Disbursement to the Client following a Recovery Event, being thirty (30) Business Days as specified in §05.5.
- **“Remittance Statement”** means the itemised Written statement that the Collection Partner must provide to the Client upon each Disbursement, containing the information set out in §05.1.
- **“Trust Account”** means a segregated bank account held by the Collection Partner in which funds received from Debtors are held separately from the Collection Partner’s own funds, in accordance with applicable law and local client-funds regulations.
- **“Withdrawal Fee”** means the fee payable by the Client to the Collection Partner upon withdrawal of a Case during an active Collection Period, as specified in §06.5, except where the Severe Breach Carve-Out applies.
- **“Overpayment”** means any amount received from the Debtor that exceeds the total amount owed on a Case (being the Principal Amount plus the applicable Success Fee, Additional Fees, and any other charges payable under this Agreement).
- **“Settlement”** (including any arrangement referred to as a discount, reduction, or concession) means an agreement to resolve a Claim or Case for an amount less than the full amount owed, whether involving cash payment, a credit note, a reduction in the

outstanding balance, or a combination thereof. The fee consequences of a Settlement are governed by §07.1.

- **“Submission FX Rate”** means the prevailing USD exchange rate on the date a Claim is submitted to the Debitura Platform, used to convert the Principal Amount to USD for the purpose of determining the applicable Success Fee tier.
- **“Recovery FX Rate”** means the prevailing USD exchange rate on the date a Recovery Event occurs, used to convert the Recovered Amount to USD for the purpose of calculating the Success Fee payable.
- **“VAT”** means value added tax, goods and services tax, or any equivalent consumption or sales tax applicable under the laws of the Collection Partner’s Jurisdiction. VAT will be added to Success Fees and other charges only if and to the extent required under applicable tax law.

#### D: Process and Timing Terms

- **“Business Day”** means any day other than a Saturday, Sunday, or a day on which banks are generally closed in the country where the performing party (Collection Partner or Client, as applicable) is established.
- **“In Writing”** (or **“Written”**) means any communication or approval made in the form of a signed letter, email, or any action, approval, notification, confirmation, upload, or message made or recorded via the Debitura Platform. Any action taken through the Debitura Platform by an authorised user of a party constitutes a written action by that party for all purposes under this Agreement.
- **“Jurisdiction”** means the legal territory that governs the enforcement of a Claim, determined by the location of the Debtor or the applicable law governing the underlying debt.
- **“Collection Period”** means the period during which the Collection Partner holds exclusive rights to pursue recovery of a Case on behalf of the Client, commencing in accordance with §06.1 and subject to extension under §06.2.
- **“Collection Period Start Date”** means the date on which the Collection Period commences for a given Case, being the earlier of: (a) the date the Collection Partner formally accepts or begins active work on the Case via the Debitura Platform; or (b) the date of submission if the Client has provided all required information at the time of submission. Where required information is provided after submission, the Collection Period Start Date is the date the last required item is received and recorded on the Platform.
- **“Collection Period Extension”** means an automatic extension of the Collection Period triggered by specific events set out in §06.2.
- **“Exclusivity”** means the Collection Partner’s exclusive right during the Collection Period to pursue recovery of a Case, as described in §06.3.
- **“Skip Tracing”** means the process of locating a Debtor whose contact information is missing, outdated, or unconfirmed, through the use of databases, public records, and other investigative means.
- **“Statute of Limitations”** means the legally prescribed maximum period within which a debt may be enforced through court proceedings, as determined by the applicable law of the Debtor’s Jurisdiction. The applicable limitation period varies by Jurisdiction and by the nature of the underlying obligation.
- **“Pre-Legal Collection”** (also referred to as the **“Amicable Phase”**) means the phase of debt collection in which the Collection Partner seeks to recover a Claim without recourse to court proceedings or formal Legal Action, using methods such as written demands, negotiation, Skip Tracing, and contact with the Debtor.
- **“Legal Action”** means any formal legal or judicial proceeding initiated to enforce or recover a Claim, including court filings, enforcement of judgments, insolvency applications, or other legally compelled debt recovery measures.

- **“Installment Plan”** means a payment arrangement agreed between the Collection Partner and the Debtor (with Client approval where required under §07) under which the Debtor repays the outstanding amount in two or more scheduled payments over a defined period.
- **“Power of Attorney (PoA)”** means the document set out in Appendix 2 of this Agreement, by which the Client authorises the Collection Partner to act on the Client’s behalf in relation to a specific Case, including communicating with the Debtor, negotiating payment terms, receiving payments on behalf of the Client, and (where applicable) initiating Legal Action.

## E: Breach and Complaints

- **“Complaint”** means a formal concern submitted by a Client or Collection Partner via the Debitura Platform regarding the other Party’s conduct on one or more Cases. The complaint process, severity classification, and consequences are set out in §08.
- **“Partner Severe Breach”** means a material and serious failure by a Collection Partner that falls within one or more of the categories set out in §08.2.
- **“Client Severe Breach”** means a material and serious failure by a Client that falls within one or more of the categories set out in §08.3.
- **“Severe Breach Carve-Out”** means the right of a Client, where a Partner Severe Breach has been upheld following the Complaint process, to close or withdraw any affected Case without payment of the Success Fee, Withdrawal Fee, or any other financial penalty that would otherwise apply under §06. The full terms of this right are set out in §08.2.

## F: Claim Eligibility Terms

- **“Prohibited Industries”** means the categories of business or transaction set out in §14 of this Agreement, from which Claims may not be submitted to the Debitura Platform.
- **“Grossly Incomplete”** means a Case submission that is missing debtor contact information, lacks supporting documentation where required under §04.4, specifies an incorrect jurisdiction, or is submitted despite a previously disclosed exclusion criterion.

## G: Data Protection and Privacy Terms

- **“Personal Data”** means any information relating to an identified or identifiable natural person, as defined under applicable data protection law, including the GDPR.
- **“GDPR”** means the General Data Protection Regulation (EU) 2016/679, as amended or replaced from time to time, and any applicable national implementing legislation.
- **“Data Controller”** means the party that determines the purposes and means of processing Personal Data in connection with this Agreement. The Client acts as Data Controller for the purposes of this Agreement.
- **“Data Processor”** means the party that processes Personal Data on behalf of a Data Controller in connection with this Agreement. Debitura acts as a Data Processor on behalf of the Client. The Collection Partner acts as an independent Data Processor on behalf of the Client.
- **“Data Processing Agreement (DPA)”** means a separate written agreement between the Client and Debitura (and/or the Collection Partner) governing the processing of Personal Data in connection with this Agreement, in accordance with applicable data protection law including Article 28 of the GDPR.
- **“Standard Contractual Clauses (SCCs)”** means the standard contractual clauses approved by the European Commission for the transfer of Personal Data to third countries outside the European Economic Area, as applicable under the GDPR and as amended from time to time.

## H: Relationship and Governance Terms

- **“Independent Contractor”** means the status of Debitura and the Collection Partner as independent entities providing services to the Client. Nothing in this Agreement creates a partnership, joint venture, employment, agency, or fiduciary relationship between the parties, except as expressly set out in the Power of Attorney (Appendix 2).
- **“Force Majeure Event”** means any event or circumstance beyond a party’s reasonable control that prevents or materially delays the performance of obligations under this Agreement, including acts of God, war, armed conflict, governmental or regulatory actions, terrorism, natural disasters, pandemic, or widespread failure of telecommunications or power infrastructure. A Force Majeure Event does not include: financial difficulty, change in market conditions, or the general availability (or unavailability) of debtors.
- **“European Case”** means a Case where the Debtor’s Jurisdiction for debt recovery purposes is within Europe, defined for the purposes of this Agreement as all member states of the European Union, together with Iceland, Liechtenstein, Norway, the United Kingdom, and Switzerland.
- **“International Case”** means a Case where the Debtor’s Jurisdiction for debt recovery purposes is outside Europe (as defined above).
- **“Agreement”** means this Standard Debt Collection Agreement, including all Appendices, as amended from time to time in accordance with its terms.

## §02: Introduction and Scope

This Agreement takes effect upon digital signature and governs Pre-Legal Collection of Claims by the Collection Partner on behalf of the Client. Debitura’s [general terms](#) and conditions also apply.

By signing this Agreement, the Parties acknowledge the following:

- (a) The terms defined in §01 apply throughout this Agreement and all Appendices.
- (b) Debitura is authorised to share all data received from the Client with the Collection Partner, and vice versa, to facilitate case management via the Platform.
- (c) This Agreement covers Pre-Legal Collection only. Legal Action is not governed by this Agreement and requires a Custom Quote accepted by the Client via the Platform (see §11).
- (d) Debitura may amend the standard terms of this Agreement from time to time, with notice to existing Clients via the Platform or by email. The amendment process is set out in §15.7.

## §03: Pre-Legal Debt Collection Costs

### §03.1: No Cure, No Pay Model

The Collection Partner operates on a no cure, no pay basis for Pre-Legal Collection of Claims. The Client is not required to pay any upfront fees or other charges unless the debt is successfully recovered.

### §03.2: Success Fee

If the debt is recovered, the Collection Partner charges a Success Fee. The Success Fee rates differ depending on whether the Case is classified as an International Case or a European Case.

- (a) **Tier determination:** The applicable percentage tier is determined by the Principal Amount of the Claim, converted to USD at the Submission FX Rate at the time of Case acceptance. The tier locks at that point.

(b) **Fee base:** The Success Fee is calculated as a percentage of the Recovered Amount, not the original Principal Amount.

(c) **Partial recovery:** Each Partial Payment is allocated pro-rata between the Client and the Collection Partner in accordance with §05.4.

(d) **Settlements:** Where a Settlement results in a cash payment, the Success Fee applies to the discounted amount paid, not the original Principal Amount (see §07.1).

(e) **Principal corrections:** If the Client corrects the Principal Amount and the correction moves the Claim into a different tier bracket, the Success Fee percentage is re-priced to the new bracket. Otherwise the original tier holds.

### §03.3: Success Fee for International Claims

| Tier                  | Success Fee |
|-----------------------|-------------|
| \$100 to \$999        | 30%         |
| \$1,000 to \$7,999    | 18%         |
| \$8,000 to \$74,999   | 15%         |
| \$75,000 to \$149,999 | 10%         |
| Above \$150,000       | 7.5%        |

*Example - International Claim: Principal Claim: \$10,000. Jurisdiction: US. Age of debt: 9 months. Amount collected: \$10,000. Success Fee: 15% = \$1,500.*

### §03.4: Success Fee for European Claims

| Tier                 | Success Fee |
|----------------------|-------------|
| \$100 to \$999       | 20%         |
| \$1,000 to \$149,999 | 9.5%        |
| Above \$150,000      | 6%          |

*Example - European Claim: Principal Claim: €10,000 → \$10,526. Jurisdiction: Germany. Age of debt: 9 months. Amount collected: €10,000 → \$10,526. Success Fee: 9.5% = \$1,000.*

### §03.5: Age Uplift for Older Claims

(a) **Age calculation:** The Age of Claim is calculated in days from the original due date to the date of submission to the Platform, as defined in §01.

(b) **Single-bracket uplift:** The highest applicable Age Uplift bracket applies. Uplifts do not stack cumulatively.

(c) **Age Uplift rates:**

| Age bracket              | Uplift |
|--------------------------|--------|
| 0–365 days (0–12 months) | +0%    |

|                          |      |
|--------------------------|------|
| > 365 days (> 12 months) | +8%  |
| > 730 days (> 24 months) | +15% |

*Example - International Claim older than 24 months: Principal Claim: \$10,000. Jurisdiction: US. Age of debt: 26 months. Amount collected: \$10,000. Success Fee: 15% + 15% (single-bracket uplift) = 30% = \$3,000.*

(d) **Blended-age uplift for multi-invoice Claims:** Where a Case includes multiple Claims with different due dates, the Age Uplift is calculated using a principal-weighted formula:  $\text{BlendedUpliftPoints} = ((P_{12\text{to}24} \times 8) + (P_{\text{over}24} \times 15)) / P_{\text{total}}$ . Pricing snapshots are immutable at submission. Later invoice additions form separate tranches. Payments are allocated oldest tranche first. Fallback: if age data is not provided, the oldest invoice prices the entire Claim.

*Example: A Case includes two invoices: Invoice A for \$6,000 (due 18 months ago, 12-to-24-month bracket) and Invoice B for \$4,000 (due 6 months ago, 0-to-12-month bracket). Blended uplift =  $((\$6,000 \times 8) + (\$4,000 \times 0)) / \$10,000 = 4.8$  uplift points. The blended Age Uplift for the entire Case is +4.8%.*

(e) **Due date authority:** The due date as entered in the Platform by the Client at submission is the primary source. If the Collection Partner identifies a discrepancy with supporting documentation, they may correct the due date. The Age of Claim and any applicable Age Uplift are recalculated from the corrected due date. The recalculated Age Uplift applies to Recovery Events occurring after the correction date only and does not affect amounts already disbursed.

### §03.6: Currency and Exchange Rates

(a) **Bracket determination:** When a Claim is submitted in a non-USD currency, the Principal Amount is converted to USD at the Submission FX Rate to identify the applicable Success Fee bracket. This rate locks at Case acceptance.

(b) **Fee and remittance calculation:** The Recovery FX Rate at the time the payment is recorded determines the Success Fee amount and remittance.

(c) **Transparency:** Platform exchange rates may differ slightly from other published rates; this is not grounds for dispute.

(d) Clients may upload Claims in any currency to the Platform. Unless otherwise agreed, the Collection Partner will pursue recovery in the currency of their Jurisdiction.

### §03.7: Payment Fees

The Client must pay any exchange rate costs, credit card fees, and banking fees; these are deducted from the Recovered Amount before Disbursement.

### §03.8: Additional Fees

All Additional Fees, including late payment fees, interest charges, and other legally permissible costs, added to the Principal Amount are payable by the Debtor and are retained entirely by the Collection Partner as additional compensation for services rendered. This includes fees and interest accrued before submitting the Case to the Platform.

### §03.9: VAT and Taxes

VAT (or equivalent sales tax) will be added to Success Fees and other charges if and to the extent required under applicable tax law. Where VAT applies, it will be calculated at the rate applicable in the Collection Partner's Jurisdiction.

### §03.10: Other Costs

Before the Collection Partner initiates any action which entails additional costs not explicitly mentioned in this Agreement, the Client must approve the additional cost In Writing. All additional costs and services are optional for the Client.

## §04: Claim Eligibility and Client Warranties

### §04.1: Standard Claims

The following claim types qualify for standard Pre-Legal Collection under this Agreement: unpaid invoices and loan repayments that are (a) undisputed, (b) not Prior Placement Claims, (c) not subject to Legal Action, and (d) not arising from a Prohibited Industry. Claims must meet the Minimum Claim Amount (see §04.3).

### §04.2: Custom Quote Claims

All claim types not qualifying under §04.1 require a Custom Quote from the Collection Partner via the Platform before work begins. This includes:

- Non-standard claim types: breach of contract, property damage, personal injury, defamation, product-related, insurance, government/regulatory, high-volume portfolios, and any type classified as “Other” by the Platform.
- Claims that initially qualified but ceased to (e.g. dispute arose, prior placement discovered, Legal Action commenced). See §04.8.
- Claims requiring Legal Action or legal escalation (see §11).

The Collection Partner may accept or decline Custom Quote Cases at its discretion; if accepted, this Agreement applies in full. The Client must accept the Custom Quote via the Platform before the Collection Partner commences or continues work. If no agreement is reached within 10 Business Days, the Case is closed or redistributed through the Platform’s partner network.

### §04.3: Minimum Claim Amount

The Minimum Claim Amount is USD 100 (or equivalent in the Claim currency, converted at the prevailing exchange rate at the time of submission via the Platform). Collection Partners may set higher minimum thresholds for their Jurisdictions; these are configured in the Platform and visible to the Client at submission. Claims below the Minimum Claim Amount are rejected automatically by the Platform.

### §04.4: Documentation Requirements

The Platform applies tiered documentation standards:

- Claims < \$2,000 USD equivalent: no supporting documentation required (Debtor contact details sufficient).
- Claims \$2,000–\$10,000 USD equivalent: either a supporting file (invoice, contract, statement) or a written description of the debt.
- Claims > \$10,000 USD equivalent: supporting file mandatory.
- Claims where the Debtor is a natural person (consumer), any amount: both supporting file and written description mandatory.
- Complex or non-standard claim types: both supporting file and written description mandatory.

The Collection Partner may request additional documentation via the Platform at any time; the Client must respond within the specified timeframe, failing which the Collection Partner may pause or close the Case.

### §04.5: Client Warranties

The Client warrants at the time of each Case submission that:

- (a) The Claim is not a Disputed Claim.
- (b) The Claim is not a Prior Placement Claim, unless disclosed at submission and accepted by the Collection Partner.
- (c) The Claim is not the subject of court proceedings or formal Legal Action at the time of submission.
- (d) The Claim does not arise from any Prohibited Industry (see §14).
- (e) The information and documentation provided are complete and accurate to the best of the Client's knowledge.

#### §04.6: Ongoing Disclosure Duties

After submission, the Client must notify the Collection Partner via the Platform within three (3) Business Days if:

- The Claim becomes a Disputed Claim (in whole or in part);
- Legal Action is commenced in respect of the Claim;
- The Client becomes aware that the Claim was previously placed with another party;
- Any information provided at submission ceases to be accurate in a material respect.

Failure to notify does not extinguish the warranty (§04.5) but may affect the remedy available to the Collection Partner (see §04.8).

#### §04.7: Prohibited Activities

The Client warrants that no Claim arises from a Prohibited Industry or conduct as defined in §14. Debitura and the Collection Partner may reject or close any Case that breaches this warranty immediately and without liability.

#### §04.8: Remedies for Ineligibility

If at any stage a Case is found to not meet the eligibility criteria in §04.1–§04.7 (whether due to a warranty breach, a change in circumstances, or information that was not available at submission):

- (a) **Close:** The Collection Partner may close the Case immediately at no cost to either party. Closure under this sub-clause does not trigger the Withdrawal Fee under §06.5.
- (b) **Custom Quote:** The Collection Partner may offer a Custom Quote via the Platform. The Client must accept the Custom Quote before work continues. If no agreement is reached within 10 Business Days, the Case is closed or redistributed through the Platform's partner network.

#### §04.9: Administrative Fee for Repeat Ineligible Submissions

Debitura may charge an administrative fee (not exceeding €100 per Case, or such other amount notified via the Platform) for repeated Grossly Incomplete submissions. The fee is not automatic and will be preceded by a Written warning to the Client identifying the pattern.

### §05: Payments, Disbursements, and Handling of Client Funds

#### §05.1: Remittance Statement Requirement

Upon each Disbursement, the Collection Partner must provide the Client with a Remittance Statement In Writing. The Remittance Statement must show, at minimum:

- (a) the Recovered Amount and the currency of recovery;
- (b) the Recovery FX Rate applied (where the recovery currency differs from USD or the Client's designated currency);
- (c) the Success Fee rate applicable and the Success Fee amount;
- (d) any Age Uplift applied and the resulting adjusted rate;

- (e) Additional Fees retained by the Collection Partner (itemised by category: interest, collection fees, reminder fees);
- (f) VAT charged (if applicable), showing the rate and the amount;
- (g) bank, processing, or currency exchange costs deducted;
- (h) the net amount remitted to the Client.

A Remittance Statement is required with each Disbursement. The Collection Partner may satisfy this through the Platform's payment records if they contain the above information.

#### §05.2: Trust Account Handling Safeguards

- (a) **Payment Pathway:** Debtors typically pay into the Collection Partner's bank account (including any Trust Account). In some Jurisdictions, the Collection Partner may direct payments to the Client instead, for tax, compliance, or operational reasons.
- (b) **Client Funds Compliance:** The Collection Partner must comply with all applicable laws, regulations, and professional rules governing the handling of client funds in the Jurisdiction of the Case, including maintaining segregated Trust Accounts and avoiding commingling of client funds with the Collection Partner's own funds where required.
- (c) **Recordkeeping:** The Collection Partner must maintain records of all funds received from Debtors and all Disbursements made to the Client in connection with each Case, and make such records available to the Client or Debitura upon reasonable request.
- (d) **Debitura's Role:** Debitura does not receive, hold, or disburse any funds recovered from Debtors. All financial transactions occur directly between the Collection Partner and the Client (or between the Debtor and the Client where the alternative payment pathway applies). Debitura is not responsible for the Collection Partner's compliance with client-funds regulations.

#### §05.3: Direct Payments and Commission Enforcement

- (a) **Client Notification Obligation:** If the Debtor makes a payment directly to the Client (whether in full or in part), the Client must notify the Collection Partner via the Platform within three (3) Business Days of receipt.
- (b) **Proof of Receipt:** The Client must, upon reasonable request by the Collection Partner, provide evidence of the payment received (such as a bank statement extract, payment confirmation, or transaction reference).
- (c) **Commission Remains Payable:** The Success Fee, any applicable Age Uplift, and any Additional Fees remain payable regardless of whether the Debtor pays the Collection Partner or the Client directly. This applies to all payment types: single payments, Partial Payments, installments under an Installment Plan, and proceeds of a Settlement. The Client must transfer the agreed fees to the Collection Partner within ten (10) Business Days of the Collection Partner's invoice.
- (d) **Failure to Notify.** Failure by the Client to notify the Collection Partner of a direct payment within the period specified in (a) above constitutes a material breach of this Agreement. In such event, the Collection Partner may charge the full Success Fee calculated on the total Principal Amount as if the Claim had been paid in full.
- (e) **Late Payment Consequences:** Overdue amounts will accrue interest at a rate of twelve percent (12%) per annum (or such lower rate as required by applicable law in the Client's Jurisdiction), commencing from the invoice due date until payment is received in full. If the invoice remains unpaid for more than thirty (30) days past the due date, the Client will incur an additional ten percent (10%) flat late payment fee based on the invoiced amount, payable alongside all accrued interest and the outstanding balance.

#### §05.4: Payment Allocation, Partial Payments, and Overpayments

(a) **General Allocation Rule:** Each payment received from the Debtor, whether a single payment in full, a Partial Payment, or a payment under an Installment Plan, is allocated pro-rata between the Client and the Collection Partner based on the amounts owed to each at the time of payment. For the purposes of this clause: the Client is owed the outstanding Principal Amount (less any portion already recovered); the Collection Partner is owed the Success Fee (including any Age Uplift) and any Additional Fees payable or retainable under this Agreement.

(b) **Worked Example:**

| Component             | Amount          |
|-----------------------|-----------------|
| Outstanding Principal | \$8,000         |
| Success Fee (15%)     | \$1,200         |
| Additional Fees       | \$800           |
| <b>Total Owed</b>     | <b>\$10,000</b> |

A \$5,000 Partial Payment is allocated: Client receives \$4,000 (80%), Collection Partner retains \$1,000 (20%).

(c) **Installment Plans:** Payments under an Installment Plan are allocated in accordance with the general allocation rule in (a) above. §07 governs the approval and administration of Installment Plans; this clause governs the financial allocation of each payment received.

(d) **Overpayment:** If a payment exceeds the total amount owed on a Case, the excess must be remitted to the Client in full within the Disbursement Period. The Collection Partner is not entitled to retain any portion of an Overpayment.

### §05.5: Disbursement Period

The Collection Partner must remit the Client's share of any recovered funds within thirty (30) Business Days of the Recovery Event.

## §06: Collection Period, Extensions, and Withdrawal

### §06.1: Collection Period Start

The Collection Period commences on the Collection Period Start Date. The standard Collection Period is six (6) months from the Collection Period Start Date. Collection Periods apply only to Cases handled under the standard NCNP fee schedule. Cases accepted on the basis of a Custom Quote do not have a Collection Period unless the parties expressly agree otherwise In Writing.

### §06.2: Extension Triggers and Stacking

The Collection Period is automatically extended by twelve (12) months from the date of any of the following triggering events:

(a) **Written promise to pay:** the Debtor provides a Written promise to pay, recorded in the Platform.

(b) **Signed payment agreement or Installment Plan:** the Debtor enters into a signed Installment Plan or equivalent Written payment arrangement.

(c) **Any payment:** the Debtor makes any payment toward the Claim, regardless of amount.

Extensions run from the triggering event date, not the recording date, and chain indefinitely with no cap.

Where a Case is reassigned to a new Collection Partner via the Platform, a new Collection Period chain begins from the new Collection Period Start Date. The previous partner's period and extensions do not carry over.

**§06.3: Exclusivity**

During the Collection Period, the Collection Partner has Exclusivity over the Case. The Client is prohibited from:

- (a) Communicating directly with the Debtor about the Claim(s). If the Debtor contacts the Client, the Client may reply but must copy the Collection Partner and direct the Debtor to contact them directly. Direct payments from the Debtor are not a breach of Exclusivity; §05.3 applies.
- (b) Engaging other debt collection agencies or legal representatives for the Claim(s) during the Collection Period.

If the Client breaches Exclusivity during the Collection Period, the Client is immediately liable to pay the full Success Fee and any other applicable costs to the Collection Partner, calculated as if the total Claim, including all Additional Fees accrued, had been fully recovered from the Debtor.

**§06.4: Severe Breach Carve-Out**

This §06 does not prevent a Client from exercising its right to fee-free closure under the Partner Severe Breach provisions of §08.

Where a Partner Severe Breach Complaint is submitted via the Platform and upheld following the process set out in §08:

- (a) The Client may close the affected Case(s) without incurring the Success Fee, any Additional Fees, or the Withdrawal Fee under §06.5.
- (b) Exclusivity of the Collection Partner over the affected Case(s) terminates at the point of closure.
- (c) Debitura may execute the closure or reroute the affected Case(s) to an alternative Collection Partner via the Platform on the Client's behalf.

The Severe Breach Carve-Out is the sole exception to the Withdrawal Fee rule in §06.5.

**§06.5: Withdrawal During Active Collection Period**

If the Client withdraws a Case during an active Collection Period by any means, the following applies:

- (a) The full Success Fee (calculated as if the Claim had been paid in full) and any Additional Fees recorded by the Collection Partner remain payable in full.
- (b) This applies regardless of the amount actually recovered at the time of withdrawal.
- (c) The only exception is where the Severe Breach Carve-Out (§06.4) applies.

*Example: If a \$10,000 International Claim at 15% Success Fee is withdrawn after two months, the Client must pay the full \$1,500 fee (\$10,000 x 15%) even though no recovery was made. After expiry of the Collection Period (including any extensions under §06.2), the Client may withdraw the Case at no cost.*

**§07: Settlements, Installment Plans, and Client Responsiveness****§07.1: Settlements**

- (a) Where a Settlement results in a cash payment by the Debtor, the Success Fee is payable on the Recovered Amount using the fee tier applicable at Case submission.
- (b) Where a Settlement produces no cash payment (e.g. a pure credit note or balance waiver), no Success Fee is due, provided the Settlement was approved by the Client under §07.3.
- (c) Where the Client unilaterally reduces the Claim amount or issues a credit note during an active Collection Period (other than as part of a Settlement approved under §07.3), this

constitutes a withdrawal under §06.5 and the Withdrawal Fee provisions of that section apply.

(d) The Collection Partner may not offer a Settlement without the Client's prior approval under §07.3, unless the Settlement falls within the Permitted Settlement Threshold (§07.3(b)).

### §07.2: Installment Plans

(a) The Collection Partner may arrange Installment Plans of up to twelve (12) months without prior Client approval, provided the Debtor acknowledges the debt in a form that creates an enforceable title for the Client.

(b) Installment Plans exceeding twelve (12) months require prior Client approval under §07.3.

(c) Each installment payment is allocated in accordance with §05.4.

### §07.3: Approval Process and Deemed Approval

Where this Agreement requires Client approval (including Settlements and Installment Plans exceeding twelve (12) months), the Collection Partner must submit the request via the Platform with sufficient detail for an informed decision. All approval requests must be made via the Platform. Requests made through other channels do not trigger the deemed-approval mechanism.

(a) **Settlements up to 20%.** If the proposed Settlement would reduce the outstanding amount by no more than twenty percent (20%) of the Principal Amount and the Client does not respond within ten (10) Business Days, the Settlement is deemed approved.

(b) **Settlements above 20%.** If the proposed Settlement would reduce the outstanding amount by more than twenty percent (20%) of the Principal Amount, the Client's explicit approval is required. If the Client does not respond within ten (10) Business Days, the Collection Partner may not proceed but may close the Case under §07.4.

(c) **Extended Installment Plans.** If the proposed Installment Plan exceeds twelve (12) months and the Client does not respond within ten (10) Business Days, the Collection Partner may arrange an Installment Plan of up to twenty-four (24) months, provided the plan does not require the Debtor to acknowledge the debt or produce an enforceable title. Installment Plans exceeding twenty-four (24) months always require explicit Client approval.

### §07.4: Unresponsive Client

If the Collection Partner has submitted a request under §07.3, the Client has not responded within ten (10) Business Days, and continued collection is impractical without the Client's direction, the Collection Partner may close the Case. Closure does not relieve the Client of fees already due, including the Success Fee on amounts recovered prior to closure.

## §08: Complaints, Severe Breach, and Remedies

### §08.1: Complaints

Any dispute regarding a Party's conduct on a Case must be raised through the Platform's complaint process. Debitura will review each Complaint and determine the outcome in its reasonable discretion. That determination is binding on the Parties, without prejudice to any Party's right to seek relief from a court of competent jurisdiction.

Upheld Complaints are classified by severity:

| Severity | Consequence   |
|----------|---|
| Minor    | Platform quality score impact only. No financial consequence. |
| Medium   | Platform quality score impact only. No financial consequence. |

|               |   |
|---------------|---|
| <b>Severe</b> | Triggers the applicable remedy under §08.2 or §08.3 |
|---------------|---|

Only an upheld Complaint at the Severe level triggers financial consequences under this Agreement.

### §08.2: Partner Severe Breach

A Partner Severe Breach arises where a Collection Partner's conduct falls within one or more of the following categories:

- (a) misappropriation, unauthorised retention, or failure to remit Recovered Amounts within the Disbursement Period without lawful justification. A delay of more than ten (10) Business Days beyond the applicable payment deadline constitutes a Severe Breach under this category without further notice;
- (b) repeated failure to undertake meaningful collection activity during the Collection Period, in material breach of the SLA requirements in Appendix 1;
- (c) reaching a Settlement without required Client approval under §07;
- (d) use of unlawful, harassing, or abusive methods in pursuing the Debtor, in breach of applicable law or §09.1;
- (e) unauthorised disclosure of Client data, Debtor Personal Data, or Case information in breach of §13;
- (f) fraud, gross negligence, or wilful misconduct.

**Remedies.** Where upheld at the Severe level, the Client may close or withdraw the affected Case(s) without payment of the Success Fee, Additional Fees, or Withdrawal Fee, regardless of whether the Collection Period is active. Documented costs previously approved In Writing remain payable. Debitura may close or reroute affected Case(s) on the Client's behalf. Exclusivity terminates immediately upon closure or rerouting.

The Severe Breach Carve-Out is the Client's exclusive remedy under this Agreement for the conduct giving rise to the upheld Complaint, without prejudice to any rights or remedies available at law.

### §08.3: Client Severe Breach

A Client Severe Breach arises where a Client's conduct falls within one or more of the following categories:

- (a) submitting Claims the Client knows to be fictitious, materially overstated, or based on falsified documentation;
- (b) repeated failure to respond to requests for information, resolve open tasks, or cooperate with the Collection Partner despite reasonable notice;
- (c) communicating directly with the Debtor in breach of §06.3, engaging other collection agencies during the Collection Period, or otherwise undermining the Collection Partner's efforts;
- (d) receiving payment from the Debtor and failing to notify the Collection Partner within the timeframe required under §05.3(a);
- (e) failure to pay the Success Fee, Additional Fees, or other amounts due under this Agreement within the prescribed payment period. A delay of more than ten (10) Business Days beyond the applicable payment deadline constitutes a Severe Breach under this category without further notice or demand;
- (f) fraud, gross negligence, or wilful misconduct.

**Remedies.** Where upheld at the Severe level, the Collection Partner may charge the full Success Fee and Additional Fees as if the Claim had been paid in full, regardless of the amount actually recovered. This applies to all affected Cases whether or not the Collection Period is active. Debitura may restrict the Client's Platform account, including blocking future submissions.

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## §09: Collection Partner's Obligations

§09.1 The Collection Partner must perform all collection activities using only lawful and ethical means, in compliance with applicable laws, regulations, and industry standards of the relevant Jurisdiction, and must use all such means to contact the Debtor and recover the Claim.

§09.2 The Collection Partner must act in the Client's best interests.

§09.3 The Collection Partner is solely responsible for its actions during the collection process. The Client is not liable for any actions taken by the Collection Partner in violation of applicable laws or regulations.

§09.4 The Collection Partner must regularly update Case status on the Platform and respond promptly to Client inquiries, including resolving open to-do actions within 48 business hours (09:00–17:00 local time on a Business Day).

§09.5 The Collection Partner must actively work on recovery during the entire Collection Period and follow the minimum requirements in Appendix 1.

## §10: Client's Obligations

§10.1 The Client must provide all requested information regarding the Debtor and the Case as requested by Debitura or the Collection Partner.

§10.2 The Client must regularly check the Platform for updates and promptly respond to questions or data requests, including resolving open to-do actions within 72 business hours (09:00–17:00 local time on a Business Day). The Platform will send notifications before any deadline.

## §11: Legal Escalation and Data Sharing

### §11.1: Data Sharing for Network Quote Sourcing

When a Case requires distribution to the Platform's partner network (whether because no Collection Partner is assigned, the assigned partner declines, or the Client requests quotes for Legal Action), Debitura may share the Case data with matching Collection Partners via the Platform's partner-matching system.

(a) Data is shared only with Collection Partners whose coverage, Jurisdiction, and eligibility rules match the Case, not the entire partner network.

(b) Collection Partners who receive Case data for quoting purposes may use it solely to assess the Case and prepare a quote. If the quote is not accepted, the data must be treated as confidential.

(c) The Client may configure Platform settings to prevent redistribution when the assigned partner declines. Where enabled, declined Cases are closed rather than redistributed.

(d) By signing this Agreement, the Client consents to data sharing under this clause. No further case-by-case consent is required.

### §11.2: Legal Escalation

(a) Legal Action is not governed by this Agreement and requires a Custom Quote accepted by the Client via the Platform (see §02(c)).

(b) If the Collection Partner determines that Pre-Legal methods are exhausted or unlikely to succeed, the partner must notify the Client via the Platform and may recommend Legal Action. The recommendation does not obligate the Client to proceed.

(c) Upon receiving a recommendation, the Client may: (i) accept a Custom Quote from the Collection Partner for legal services; (ii) request that Debitura source quotes from its partner

network under §11.1; (iii) decline and instruct the partner to continue Pre-Legal Collection; or (iv) close the Case.

(d) No Legal Action may be commenced on behalf of the Client without the Client's prior Written approval via the Platform, regardless of the scope of any Power of Attorney. The PoA (Appendix 2) grants standing to initiate proceedings, but this authority is conditional on acceptance of a Custom Quote for legal services.

## §12: Termination

§12.1 Any Party may terminate this Agreement without notice if no Cases are in an active Collection Period; otherwise the Client must comply with §06.5 before terminating.

§12.2 The Collection Partner must continue collection activity on all Cases for the duration of their respective Collection Periods.

## §13: Confidentiality and Data Protection

### §13.1: Confidentiality

All Confidential Information exchanged in connection with this Agreement must be treated as confidential and not disclosed to third parties without the disclosing Party's prior Written consent, except: (a) as required by law, regulation, or court order; (b) to professional advisers bound by equivalent confidentiality duties; (c) as expressly permitted under this Agreement.

**Confidential Information** means all commercial, financial, technical, or personal information exchanged between the Parties or accessible via the Platform, including Case data, Debtor information, pricing terms, and business processes. Excluded: information that is (i) publicly available through no fault of the receiving party, (ii) already known to the receiving party, or (iii) independently developed without reference to Confidential Information.

Confidentiality obligations survive termination for three (3) years, or longer where required by applicable data protection law for Personal Data.

### §13.2: Data Protection

All Parties must comply with applicable data protection and privacy laws. The Client may request a Data Processing Agreement (DPA) with Debitura via the Platform, or directly with the Collection Partner. Any DPA prevails over this Agreement to the extent of any conflict on Personal Data processing.

## §14: Prohibited Industries and Restricted Claims

### §14.1: Prohibited Industries

The Client warrants that its business does not primarily operate within, and that Claims submitted do not primarily arise from, any of the following:

- (a) **Gambling and Online Gaming** – casinos, sports betting, poker platforms, lottery services, fantasy sports with monetary stakes, gambling software providers;
- (b) **Cryptocurrency and Digital Assets** – cryptocurrency exchanges, DeFi platforms, NFT marketplaces, token issuance, crypto mining, crypto lending or staking;
- (c) **Multi-Level Marketing** – network marketing organisations, multi-tiered compensation structures, businesses where participant recruitment is tied to compensation;
- (d) **Adult Entertainment** – pornography production or distribution, adult content platforms, adult webcam and streaming services, adult entertainment venues.

A business that incidentally provides services to clients in a Prohibited Industry, but whose own primary business model does not fall within these categories, is not excluded.

### §14.2: Prohibited Conduct

The Client warrants that no Claim arises from or is connected with: (a) any illegal activity under applicable law; (b) extortion, blackmail, or coercion; (c) the exploitation of minors in any form.

#### **§14.3: Right to Reject, Close, or Terminate**

(a) Debitura and the Collection Partner may each independently reject any Claim or close any Case falling within §14.1 or §14.2. Closure does not trigger the Withdrawal Fee or any other fee.

(b) Where the Client's business primarily operates within a Prohibited Industry, or has submitted Claims arising from prohibited conduct, Debitura may terminate this Agreement immediately by Written notice. Upon termination: (i) all active Cases are closed; (ii) Success Fees on amounts already recovered remain payable; (iii) no further Claims may be submitted.

(c) The Collection Partner may independently decline or close any Case on Prohibited Industry grounds via the Platform.

#### **§14.4: Client Indemnity**

If the Client submits Claims in breach of §14.1 or §14.2, the Client must indemnify and hold harmless Debitura and the Collection Partner against all reasonable and documented costs, damages, fines, penalties, and liabilities arising from the processing of such Claims, including legal fees from any regulatory investigation or third-party claim. This indemnity survives termination.

#### **§14.5: Amendment of Prohibited Categories**

Debitura may amend the categories in §14.1 or §14.2 by giving thirty (30) days' Written notice via the Platform or email. Amendments apply only to new Cases submitted after the effective date and do not affect active Cases. Where a change would cause a Client's existing business to fall within a newly added category, Debitura will engage in good faith to agree transitional arrangements.

### **§15: General Provisions**

#### **§15.1: Governing Law**

(a) Client-Collection Partner disputes are governed by the laws of the Jurisdiction in which the Collection Partner is incorporated or registered.

(b) Disputes involving Debitura are governed by the laws of the State of Delaware, United States, without regard to conflict-of-laws principles.

#### **§15.2: Jurisdiction and Dispute Resolution**

(a) Client-Collection Partner disputes are subject to the exclusive jurisdiction of the courts where the Collection Partner is incorporated or registered.

(b) Disputes involving Debitura are subject to the exclusive jurisdiction of the courts of the State of Delaware sitting in New Castle County (Court of Chancery, or where it lacks subject-matter jurisdiction, the Superior Court), unless the Parties agree In Writing to arbitration under (c).

(c) The Parties may agree In Writing to binding arbitration administered by the ICC under its then-current Rules. Seat: Wilmington, Delaware. Language: English. The award is final and binding.

#### **§15.3: Independent Contractors and Relationship**

(a) The Parties are Independent Contractors. Nothing in this Agreement creates a partnership, joint venture, employment, franchise, or fiduciary relationship.

(b) Except as set out in the Power of Attorney (Appendix 2), no Party may bind, commit, or make representations on behalf of another Party.

(c) Debitura operates the Platform as a technology provider and digital intermediary. It is not a collection agency, law firm, or financial institution and does not provide legal advice. The collection relationship is directly between the Client and the Collection Partner, and Debitura is not responsible for either Party's collection activities. Debitura's role in respect of funds is set out in §05.2(d).

#### **§15.4: Assignment**

(a) The Client may assign to any entity within its corporate group without prior consent, provided the assignee assumes all obligations and the Client notifies Debitura via the Platform within 10 Business Days.

(b) Otherwise, no Party may assign this Agreement without the prior Written consent of the other Parties, not to be unreasonably withheld.

(c) Debitura may assign in connection with a merger, acquisition, reorganisation, or sale of substantially all assets without prior consent.

(d) The Collection Partner may not assign without Debitura's prior Written consent.

(e) This Agreement binds and benefits the Parties and their permitted successors and assigns.

#### **§15.5: Expenses**

Each Party bears its own costs unless otherwise agreed In Writing. The Collection Partner bears all collection costs as part of the Success Fee arrangement. Banking, processing, and FX costs are allocated under §05. Additional costs requiring Client approval are governed by §03.10.

#### **§15.6: Entire Agreement**

This Agreement, together with the Appendices and any documents incorporated by reference (including any Custom Quote and DPA), constitutes the entire agreement between the Parties and supersedes all prior negotiations and agreements, whether oral or written.

#### **§15.7: Amendment**

No amendment is effective unless made In Writing and agreed by each Party. Where Debitura updates standard terms, the process in §02 applies.

#### **§15.8: Waiver**

No failure or delay to exercise any right constitutes a waiver. No single or partial exercise precludes further exercise of that or any other right.

#### **§15.9: Third-Party Rights**

Non-parties have no right to enforce this Agreement. Debtors, sub-contractors, and third-party law firms are not parties and may not claim rights under it.

#### **§15.10: Force Majeure**

Neither Party is liable for failure or delay in performance caused by a Force Majeure Event.

#### **§15.11: Severability**

If any provision is held invalid or unenforceable, it must be modified to the minimum extent necessary. If it cannot be modified, it is severed and all remaining provisions continue in full force.

### **§16: Signatures**

<Signature>

## Appendix 1: Minimum Service Level Requirements

The table below sets minimum requirements for collection activity over a six-month Collection Period, by Claim size. Requirements must comply with local laws and industry practice. Communication methods depend on the contact information provided by the Client. The Collection Partner must actively work on recovery throughout the Collection Period.

| Claim Size       | Skip Tracing & Debtor Research   | Communications   |
|------------------|--|--|
| \$100–\$7,999    | <b>Basic Skip Tracing &amp; Research:</b> Confirm current address and phone number. Basic online search for Debtor's contact info.   | <b>Formal Letters (Physical Mail):</b> At least 1 letter (initial demand). <b>SMS/Email:</b> At least 1 SMS or email per month (total ~6). <b>Phone Calls:</b> At least 2 phone call attempts total.   |
| \$8,000–\$75,000 | <b>Detailed Skip Tracing &amp; Research:</b> Verify addresses and phone numbers via multiple sources. Basic employment check if feasible. Basic public records checks (e.g., property, court records). | <b>Formal Letters (Physical Mail):</b> At least 1 letter every second month (3 letters total over 6 months). <b>SMS/Email:</b> At least 1 SMS or email per month (6 total). <b>Phone Calls:</b> At least 3 phone call attempts total.  |
| Above \$75,000   | <b>Comprehensive Debtor Investigation:</b> In-depth Skip Tracing with specialised databases. Verify employment, business associations, references. Financial research (credit checks, asset searches). | <b>Formal Letters (Physical Mail):</b> At least 5 letters strategically spaced over the 6-month period. <b>SMS/Email:</b> Weekly contact (at least 1 SMS or email per week; ~24 total over 6 months). <b>Phone Calls:</b> Bi-weekly phone call attempts (approx. 12 attempts total). |

## Appendix 2: Power of Attorney (PoA)

Note: This PoA is signed by the Client before assigning a Case to a specific Collection Partner.

### Purpose

This Power of Attorney grants <partner company name> (Collection Partner) the mandate to collect debts on behalf of <client company name> (Client) and forms an appendix to the Standard Debt Collection Agreement.

### Authorization

<client company name> hereby authorises <partner company name>, with the right of substitution, to act on its behalf for the purpose of collecting debts in the Jurisdiction(s) specified when Cases are uploaded to the Platform. This includes:

- Communicating with the Debtor
- Negotiating payment terms
- Initiating Legal Action, subject to the Client's prior Written approval via the Platform (§11.2(d))
- Receiving payments from Debtors with discharging effect into the Collection Partner's bank account, after which recovered funds less applicable fees are remitted to the Client

### Governing Terms

This PoA is governed by the Standard Debt Collection Agreement. All terms of that agreement apply to this cooperation.

### Validity

This PoA is valid for the first engagement with <partner company name> and all subsequent Cases handled by the same Collection Partner.

### Contact

The Collection Partner can be contacted via the following contact details and via the Debitura Platform:

Company name: xxx

Company Address: xxx

Contact email: xxx

### Signature

<Signature>

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<Client Representative Name> - <Time stamp>

#### On behalf of:

<Client Company Name>

<Client Company Address>