



RATES FOR CROSS-BORDER CLAIMS

A. Extrajudicial debt recovery: Contingency basis

1. Contingency Fees

We work based on a contingency fee basis. This means that if we don't collect, we don't charge a fee. In addition to collecting the principal, we aim to recover the additional interest and debt recovery costs from the debtor. In many Western European countries, we collect these additional costs from the debtor. When we make a collection, we will charge you a fee in accordance with the sliding scale below. The fee will be settled in such a manner that, after deduction of our fee, you will be left with at least 75% and a maximum 100% of the principal amount. The exact percentage depends on whether and, if so, how much, interest and collection costs we have been able to recover from the debtor. Legislation regarding that issue varies per country. It is our mission to recover as much of the costs from the debtor as possible.

Sliding scale

- Payment collected up to \$2,999 25%
- Payment collected between \$3,000 - \$24,999 20%
- Payment collected between \$25,000 - \$49,999 17.5%
- Payment collected between \$50,000 - \$99,999 15%
- Payment collected greater than \$100,000 12.5%

The contingency fees are only applicable for undisputed claims. If we do not collect anything, then we will not charge you a fee. However, the code of conduct for the legal profession prohibits us from handling disputed claims, or providing legal advice, solely based on contingency fee arrangements. Because of this, we will potentially need to make other arrangements, that will potentially include fixed fee agreements, or hourly rates, in combination with the above-indicated scale.

B. Judicial debt recovery

1. Fees for court proceedings

If, despite our repeated written and telephone demands, the debtor does not proceed to effect payment, then we will advise you regarding the subsequent course of action. We will ask you in writing whether or not you wish to receive advice regarding litigation. If you agree, then we will research which court has jurisdiction, in which country, and which law will apply to the said matter. We will also advise you which legal proceedings are most suitable for your claim. In addition, we will explain how these legal proceedings work and how much they will cost.

For conducting the legal proceedings, we will charge a previously indicated hourly fee or a fixed amount, so that you always know in advance what to expect. Costs will be recovered from the debtor as much as possible.

We will always request your written permission before carrying out any activities based on an hourly fee or a fixed fee.



2. Contingency Fees

In the event of a collection made pertaining to section B, the contingency fees as defined in section A will also apply.

C. Returned Goods

Our aim is always to get your outstanding invoices paid. In some cases, however, we do not succeed, for example due to the debtor's insolvency. To limit the damage to your business, we can assist you by recovering your goods. You will then pay 10% over the invoice value of the returned goods.

D. Costs in case you decide to withdraw your collection case

If you withdraw your case, or if we are otherwise prevented by you from continuing the case, we are entitled to send you an invoice for the interest and costs as we charged them to the debtor. Under particular circumstances, strict application of this could lead to unreasonable results. However, it is entirely up to us to moderate our invoice, if necessary.

E. Extent of the claim

Starting a collection case against one of your debtors requires a clear description of the matter that Bierens needs to handle on your behalf. As such, we need to have a full disclosure of the receivables outstanding at the date of handover of a collection file, regardless of the nature (contractual and/or non-contractual).

In the event that only part of the invoices has been handed over for collection, and no agreement has been made in respect of the other invoices outstanding at the time of the handover of the file, the invoices of which we were not informed will still be subject to the instructions we received that we received regarding the invoices outstanding that were initially handed over for collection from your debtor.

F. Oldest invoices older than 12 months

In the event that the oldest outstanding invoice is older than twelve (12) months from the due date at handover to Bierens, an additional fee of 5% shall be applied on each level of the applicable sliding scale.



TERMS AND CONDITIONS

1. The above rates do not apply to claims which have been handled in the past by another debt recovery intermediary.
2. The recovered amount is considered to be all that is recovered after we have sent our first demand letter and/or order confirmation, regardless of who has made the effort and irrespective of when the debt recovery is terminated. Alternative compensation will also be regarded as a received payment.
3. Our debt recovery attorneys work in accordance with the guidelines as set out by the Association of Debt Collection Lawyers (VIA), in accordance with the code of conduct of the Dutch Law Association (NOvA), and the Code of Ethics of the International Association of Commercial Collectors (IACC).
4. In order to settle files swiftly, by instructing Bierens Debt Recovery Lawyers to collect your claim, you give us permission to apply the moneys paid by the debtor into the Bierens Debt Recovery Lawyers clients' account ("Stichting Derdengelden Bierens Incasso Advocaten") to payment and settlement of (third party) invoices, legal fees, and costs. Our firm may send interim (third party) invoices if necessary. The aforementioned permission can only be retracted by means of an explicit notice sent via email to customercare@bierensgroup.com. By retracting your permission, you acknowledge and accept that all of our invoices will become due and payable with immediate effect.
5. We are at all times entitled to send you an invoice in accordance with the present policy, for all that is recovered after we have sent our first demand letter and/or order confirmation.
6. Any liability is limited to the amount paid out under our firm's professional liability policy in the matter concerned, to be increased by the deductible excess under the applicable policy conditions.
7. The contractual relationship is governed by the laws of the Netherlands. Any disputes arising out of, or in connection with this agreement shall be referred to the competent Court in Amsterdam, the Netherlands. Unilaterally, Bierens has the choice to file a claim for the recovery of any fees due before the court where the client is established, in alternative to the default jurisdiction.

CONSULTANCY PRACTICE FEES

Our law firm has specialised in handling all B2B claims, from small undisputed claims to substantively disputed and legally complex claims abroad. All lawyers have developed their own area of expertise, which is why we have experts in the fields of insolvency law, law of obligations, transport law, construction law, contract law and private international law. If you would like to receive advice in any of these areas of law, then we will agree an hourly fee in advance.



Client's agreement

I hereby agree that the claims against debtors, handed to Bierens Collection Attorneys and its subsidiaries for collection, will be dealt with in accordance with the above-mentioned terms.

Signatory's Name _____

Company _____

Place (city/town) _____

State _____

Postal code _____

Signature _____

Date _____