

hereinafter referred to as "Agreement",
concluded in Wysoka on by and between:
Transcash.eu SA (before Inkaso Logintrans Sp. z o. o. sp. k.) seated at: Wysoka, ul. Chabrowa 4, 52-200 Wrocław 65, Poland, entered by the District Court for Wrocław-Fabryczna into the register of entrepreneurs of the National Court Register under number KRS 0000626049, Tax ID No. NIP PL 8971714717, represented by Commercial Proxy Angela Kowalska, hereinafter the "Contractor", and
.....
seated at:
Tax ID No.
represented by
hereinafter the "Ordering Party",
jointly referred to as "Parties", and individually as "Party".

§1

1. The subject matter of the Agreement is provision of collection services by the Contractor in the scope as covered each time by an order placed (hereinafter: "Order").
2. Provision of services under this Agreement requires granting a power of attorney, which constitutes Attachment no. 1 hereto.

§2

1. The Agreement has been concluded for an indefinite period of time.
2. Both the Ordering Party and the Contractor can terminate this Agreement with a three-month notice effective at the end of a calendar month. During the notice period, the Contractor shall retain the right to complete bring to completion the liabilities it has been entrusted with and to claim remuneration for the same.

§3

1. The Ordering Party hereby declares that it has made itself familiar and accepts the General Terms of Provision of Collection Services available at Attachment 2.
2. Making available the tools for placing Orders (e.g. setting up a Derivative Account in TransCommunicate, sharing the login and password to www site) shall be deemed as authorization to place such on behalf and for the Ordering Party.

§4

- For collection services, in accordance with the Order, the Ordering Party shall pay the Contractor commission-based remuneration calculated after satisfying the liability or after elapse of the Service Period from the amount in which the liability has been satisfied, subject to par. 2 and 3. The commission-based remuneration is at least 10€. The commission rate is defined by the Rate list available in General terms and conditions for the provision of debt collection services (Attachment 2).
2. The Ordering Party shall cover all expenses of enforcement proceedings, if any.
 3. The remuneration shall be payable in the amount as specified in an issued invoice, after adding VAT, based on a VAT invoice delivered electronically. Time limit of payment shall be 7 days of the day of issuing and making the invoice available.
 4. The basis for issuing VAT invoices without signature of a person authorized to receive such shall be The Goods and Services Tax Act of 11 March 2004 (Dz. U. of 2011, no 177, item 1054).

§5

1. Matters not regulated herein shall be governed by, in the following order:
 - a) This Agreement and Annexes.
 - b) General terms and conditions for the provision of debt collection services.
 - c) Polish Civil Code.
2. All and any disputes concerning this Agreement shall be resolved under Polish law by common courts competent for their jurisdiction over the seat of the Contractor.

§6

The Agreement has been made in two identical copies, one for each Party.

Ordering Party

Contractor

**Two signed copies of the Agreement and Power of attorney to be sent to the correspondence address:
Transcash.eu SA ul. Raclawicka 2-4, 53-146 Wrocław, Poland; Infoline about cooperation: +48 717 333 999, info@transcash.eu**

....., on

POWER OF ATTORNEY

Acting on behalf of

.....

seated in

at

Tax ID No.(hereinafter: "Principal"),

I hereby grant the power of attorney to

Transcash.eu SA (before Inkaso Logintrans Sp. z o. o. sp. k.) seated at: Wysoka, ul. Chabrowa 4, 52-200 Wrocław 65, Poland, registered in the Register of Entrepreneurs maintained by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under number KRS: 0000626049 (hereinafter "Plenipotentiary")

under which I authorize the Plenipotentiary to undertake, on behalf of the Principal, factual and legal actions, including making declarations of intent and taking on liabilities connected with the maintenance of my liabilities ordered to be maintained under Collection Orders, and in particular within the scope of:

- 1/ making any declarations of knowledge and intent as part of contacts with the debtor,
- 2/ carrying out negotiations with the debtor on paying off the debt at each stage of proceedings, including concluding a settlement,
- 3/ representing the Principal at the pre-court, court and enforcement stage,
- 4/ carrying out negotiations with potential assignors of debt,
- 5/ receiving payments made by the debtor to the benefit of the Principal.

The power of attorney also includes the right to grant further powers of attorney. The power of attorney is granted for an indefinite period of time and terminates upon cancellation.

Principal

Plenipotentiary

General terms and conditions for the provision of debt collection services as of 04.12.2013

§ 1. DEFINITIONS

Contractor – the entity providing services: Transcash.eu SA (before Inkaso Logintrans Sp. z o. o. sp. k.) seated at: Wysoka, ul. Chabrowa 4, 52-200 Wrocław 65, Poland, registered in the register of entrepreneurs of the National Court Register held by the District Court for Wrocław-Fabryczna in Wrocław, 6th Economic Division of the National Court Register under number: 0000626049, REGON: 020277393, NIP: 8971714717.

Client – an entrepreneur in the meaning of the Civil Code that concluded an agreement for debt collection services with the Contractor in order to collect debts under the Contract.

GTC – these General terms and conditions for the provision of debt collection services which constitute an integral part of the agreement for debt collection services concluded between the Client and the Contractor.

Agreement – agreement for debt collection services concluded in writing by the Client and the Contractor for an unlimited period of time.

Contract – the Client's clear instruction issued in electronic form via an application form in TransCommunicate or on the website: www.transcash.eu submitting a given debt for handling by the Contractor.

Handling Period – period of 60 (sixty) days counted from the day of submission of the Contract by the Client in which the Contractor undertakes debt collection actions defined in § 4, which is extended in cases defined in § 5 sec. 3.

TransCommunicate – transport business messenger making it possible to send SMS or communicate directly with persons in Europe working in companies connected with trade and transport of goods, offered by Logintrans Sp. z o.o. with its registered office in Wysoka free of charge as Freeware. TransCommunicate is made available to the Client by Logintrans Sp. z o.o. pursuant to a separate licence agreement.

Debt Exchange on Trans.eu System – a functionality of the Trans.eu System making it possible to publish debts for sale pursuant to submissions made by the users of the Trans.eu System or Clients via TransCommunicate or the website. The Debt Exchange on Trans.eu System is the property of Logintrans Sp. z o.o. with its registered office in Wysoka and is managed by the Contractor pursuant to a separate agreement between Logintrans Sp. z o.o. and the Contractor.

§ 2. GENERAL PROVISIONS

1. Pursuant to art. 8 sec. 1 pt. 1) of the Act of 18 July 2002 on providing services by electronic means (Dz. U. of 2002, No. 144, item 1204 as amended) the Contractor defines these General terms and conditions for the provision of debt collection services (GTC) being at the same time the Rules and regulations for provision of services by electronic means.
2. The GTC are made available to the Client free of charge in Attachment 2.
3. The GTC define the rules for provision of debt collection services by the Contractor to the Client.
4. To benefit from the Contractor's services provided by electronic means it is necessary to possess devices enabling the use of Internet and e-mail, as well as Internet browser making it possible to display websites (it is recommended to use the Internet Explorer browser, ver. 7.0 or higher with "cookies" and java scripts enabled).
5. While receiving the Contractor's services provided by electronic means the Client may not provide illegal content.

§ 3. AGREEMENT

1. The Client concludes the Agreement with the Contractor for an unlimited period of time.
2. The object of Agreement is to take actions which could result in collection of the Client's mature debts. The actions are undertaken by the Contractor upon the Client's clear instruction, pursuant to the provisions of § 5.
3. Both the Client and the Contractor may terminate the Agreement by one-month's notice effective as of the end of a calendar month. In the notice period the Contractor has the right to complete the handling of submitted debts and to remuneration due on this account.

§ 4. DEBTS

1. Pursuant to the Agreement only debts which are due (at least 10 days after their maturity date), undisputable, not statute-barred and resulting from economic relations may be collected in the following amounts:
 - a) for domestic debts minimum EUR 100.00,
 - b) for foreign debts minimum EUR 100.00,

2. Submission of debts for handling includes the performance of the following activities by the Client:

a) filling out the form in TransCommunicate or on the website, including:

I. indicating the debtor being an entrepreneur by giving: the company name under which it conducts economic activity, tax identification number (NIP) and number of entry in appropriate register of businesses (KRS) and the TransId number (if applicable), Attachment 2

II. indicating the debtor's address(es) and contact data (landline phones, mobile phones, e-mail address),

III. indicating documents justifying the existence and amount of debt and in particular document name, issue date and maturity date of the debt,

IV. indicating the amount of debts and possible properly evidenced interest,

V. indicating the amount of additional debt (penalties, additional charges) with the basis for their calculation.

b) sending copies of documents justifying the existence and amount of debt by fax or e-mail.

3. In cases when:

a) the debtor has already started repaying the debt,

b) the debtor has commenced performing the agreement for repayment of debt in instalments,

c) an agreement was made with the debtor for repayment of debt in instalments or on a one-off basis but after the Handling Period, and

d) the Contractor expects the debt to be satisfied after the Handling Period

the Contractor may apply for extension of the Handling Period and the Client shall agree to such an extension.

4. The Client undertakes not to submit collection of debt under the Contract to other entities and to:

a) inform the Contractor about all payments made by the debtors directly to the Client within 3 working days as of their receipt,

b) inform the Contractor on an ongoing basis about all contacts with the debtor after submission of the Contract,

c) present on the Contractor's request, within 3 working days, appropriate documents connected with the Contract necessary for the proper performance of the Agreement,

d) not to make any arrangements with the debtor regarding the repayment of debt.

§ 5. CONTRACT HANDLING

1. Actions towards the Client's debtors are undertaken by the Contractor according to his best knowledge and at his discretion and will be consisting in particular in:

a) call for payment and monitoring of debtor's repayments (in the first place with the use of electronic communication),

b) phone contact (negotiations, arrangement of repayment date),

c) publication of information about the debtor's debt on the List of debtors in the Trans.eu System.

2. Actions mentioned above will be performed by the Contractor for 60 days (Handling Period) as of the day of acceptance of a Contract for performance.

3. If in the Contractor's opinion effective handling of debts under Contract is impossible, pointless or the debt does not fulfil the terms defined in GTC, the Contractor may cease to handle such a debt, immediately informing the Client and if possible indicating further actions to be taken.

4. At the same time the Contractor reserves the right to reject or withhold handling of some debts without stating its reasons if: the debtor declared bankruptcy, entered into composition with creditors, commenced recovery proceedings.

5. The Client is entitled to withdraw the Contract without stating its reasons but the Contractor is entitled to remuneration of 50% of the commission which would be due in the case of collection of entire debt under the Contract.

6. The Contractor is entitled to withhold handling of a Contract if the Client fails to comply with the provisions of § 4 sec. 4.

7. The Contractor is entitled to withhold handling of all debts submitted by the Client if the Client fails to pay the Contractor's remuneration within the set time.

8. The Contractor is not liable for the expiry of the statute of limitations period.

§ 6. REMUNERATION

1. For the performance of the Agreement the Contractor is entitled to commission on the recovery rate of 10% of collected debt, however, not lower than 10€.

2. The commission will be calculated depending on the amounts actually paid by the debtor to the Client, starting from the day of the Contractor's acceptance of a Contract for handling to the 30th day after the end of the Handling Period irrespective of the fact whether the debtor makes the payment directly to the Client or to the Client's bank account; if the debt under Contract is published on the Debt Exchange on Trans.eu System the commission will be calculated for the entire period of publication (irrespective of the expiry of 30 days after the end of Handling Period). In case of agreement with the debtor the commission will be calculated to the end of the agreement performance period.

3. The Contractor is also entitled to full commission which would be due in the case of collection of entire debt under a given Contract when:

a) submitted debts do not exist in part or their entirety,

b) debt will be paid through deduction or in result of a different legal act executed between the Client and the debtor.
4. The Contractor is also entitled to 50% of the commission which would be due in the case of collection of entire debt under a given Contract:

a) in the cases mentioned in § 5 sec. 6,

b) when the Client makes it impossible for the Contractor to properly perform its activities under the Contract.

5. If the Client submits a Contract for debt expressed in foreign currency (other than PLN), the level of commission is set based on the average exchange rate of the currency against PLN, applicable on the day of issuance of a VAT invoice, published by the National Bank of Poland.

6. The VAT invoice will be issued at the end of each calendar month in which the basis for its issuance occurs – i.e. partial or entire payment by the debtor for the benefit of the Client.

7. The Client undertakes to pay the amounts specified in the VAT invoice issued by the Contractor within 7 days as of its issuance and handing over to the Client.

§ 7. COMPLAINT PROCEDURE

1. The Client is entitled to file complaints regarding the Contractor's provision of services by electronic means.

2. The complaint should be filed within 14 days as of occurrence of an event justifying the complaint in writing to the Contractor's address or via e-mail: windykacja@transcash.eu

3. The complaint should include:

a) the Client's contact data (including address and e-mail),

b) object of the complaint and period in which the event justifying the complaint occurred,

c) circumstances (including documents) justifying the complaint,

d) signature of the complaining party – in the case of complaint filed in writing.

4. The Contractor examines the complaint within 14 working days. If the complaint does not fulfil the terms defined in sec. 3 above the Contractor shall set time for the Client to supplement the complaint which automatically extends the time for complaint examination.

5. Reply to complaint is made by the Contractor: in writing by sending a letter to the address indicated by the Client, via e-mail to the e-mail address indicated by the Client or by phone.

§ 8. FINAL PROVISIONS

1. Changes to the GTC become effective upon their publication on the Contractor's website.

2. The Contractor reserves the right and the Client agrees to:

a) free of charge, territorially unlimited but limited in time to the term of the Agreement use of the Client's trade names, trademarks and logos for the Contractor's promotional and marketing purposes through their publication on the Contractor's websites – on the list of clients as well as by placing them in the Contractor's marketing and promotional materials as existing customers,

b) receiving trade information from the Contractor and its related entities,

c) receiving invoices without the signature of the person authorised to issue them,

d) receiving VAT invoices for provided services in electronic form.

3. All disputes related to the performance of the Agreement shall be settled by the court competent for the Contractor's registered office.

4. In matters not regulated by the Agreement and GTC the provisions of generally applicable Polish law shall apply. The provisions of Appendix No. 5 to the Regulations for services and security on Trans.eu System – Regulations for the Debt Exchange on Trans.eu System shall apply to the use of the Debt Exchange on Trans.eu System.