

Cooperation agreement for debt collection

Version 1.2

Company details

Company name/subscriber			
Postal address			
E-mail address		Company registration number	
Telephone no		Bank account number	
Fax no.		Contact person	

Terms and prices

Euler Hermes Sverige filial (in this agreement named "Euler Hermes Collections") shall provide domestic and international debt collection services in accordance with this subscription agreement, which incorporates the "General Terms and Conditions" and the price list effective at any one time ("Price List for Domestic and International Debt Collection"). Euler Hermes Sverige filial is the license-holder and the party conducting the debt collection operations.

This subscription agreement shall be effective from the start date stated below inclusive and shall then run until one of the parties terminates the agreement in writing

giving ten days' notice. Collection orders placed with Euler Hermes Collections prior to termination of the subscription agreement shall be continued until finally settled unless otherwise agreed.

The subscriber hereby consents to Euler Hermes Sverige filial processing the above personal data and all other information provided in individual collection orders as necessary in order to fulfill this subscription agreement. Euler Hermes Sverige filial is the party responsible for the

personal data. Euler Hermes Sverige filial will provide information on request concerning data processing and shall make corrections if data has been processed incorrectly.

Date		Place	
Start date of agreement			

Company name/ Subscriber		Euler Hermes Sverige filial	
Print name		Print name	
Signature		Signature	

General Terms and Conditions

§ 1 A collection order placed by the subscriber shall mean that Euler Hermes Collections, which shall be entitled to delegate this task to others, has been authorised to collect an undisputed overdue debt on behalf of the subscriber.

Euler Hermes Collections shall be entitled not to process a collection order placed with it or to close a collection order in progress, if it deems that the debt is not recoverable or if other circumstances are deemed to exist that make recovery impossible or significantly hinder recovery.

If a collection order that has been placed is withdrawn by the subscriber or if Euler Hermes Collections closes a case in progress at its own discretion or if one of the parties terminates the subscription agreement, Euler Hermes Collections shall be entitled to invoice the subscriber for fees and expenses incurred and accruing as well as other costs.

§ 2 The subscriber shall be obliged to forward all the information and documents that Euler Hermes Collections deems necessary in order to collect the debt.

§ 3 The subscriber undertakes to send the debtor a written payment reminder before the case is forwarded to Euler Hermes Collections for collection.

§ 4 Euler Hermes Collections undertakes to conduct its debt collection operations in accordance with good practice as set out in the Swedish Debt Recovery Act (1974:182) and the provisions concerning the said Act issued by the Swedish Data Inspection Board.

§ 5 Statutory fees and charges as well as expenses and other costs paid by the debtor shall accrue to Euler Hermes Collections or any other person appointed by Euler Hermes Collections in its place. Where such fees and charges, expenses and other costs are not reimbursed by the debtor the subscriber shall be charged for these.

Euler Hermes Collections shall be entitled to request advance payment from the subscriber for fees and charges as well as expenses and other costs in accordance with the current price list or a separate price agreement.

§ 6 Euler Hermes Collections shall be entitled to deduct any commission and retain funds from payments recovered from the debtor as compensation for costs incurred in connection with the recovery as well as to offset claims that Euler Hermes Collections may have against the subscriber.

Euler Hermes Collections shall apply payments and all other forms of reductions in the following order: statutory fees and charges, expenses and other costs, capital amount and finally interest.

Euler Hermes Collections shall keep recovered funds separate from its own funds and shall account for and pay out recovered funds to the subscriber without delay following settlement as described in the previous paragraph.

§ 7 Collection orders shall not be brought before a court or other authority for legal action except with the subscriber's consent. No such consent shall be required, however, for a petition for an injunction to pay in Sweden.

§ 8 The subscriber shall immediately notify Euler Hermes Collections if the debtor disputes the debt or pays the subscriber directly or if the debt is otherwise reduced in any way. This obligation shall also encompass other information that may be of significance for the individual collection order or the contractual relationship in general.

Debts paid directly to the subscriber shall be deemed recovered by Euler Hermes Collections if payment is made after Euler Hermes Collections has received the collection order. Such payment shall immediately be transferred to Euler Hermes Collections for settlement in accordance with § 6.

§ 9 The subscriber shall not be entitled to take action in respect of debts placed with Euler Hermes Collections for recovery either itself or through another authorised representative until the case has been closed by Euler Hermes Collections.

§ 10 Euler Hermes Collections reserves the right to amend the terms and prices of this subscription agreement giving 30 days' notice in writing or, if required by authorities or legislation, with immediate effect. Fees and charges stated in the price list for which maximum amounts are established by statute or a decision by an authority shall always equal the maximum amounts applicable at any one time without prior notice.

§ 11 Euler Hermes Collections shall not be liable for losses incurred by the subscriber as a result of changes in exchange rates or as a result of war, measures by authorities, insurrection, strike, lockout, natural catastrophe or events beyond the control of Euler Hermes Collections. Moreover, Euler Hermes Collections accepts no liability for losses caused by persons engaged by Euler Hermes Collections for debt collection activities under this agreement.

§ 12 From the scope of this contract are excluded any direct or indirect events and all other circumstances, which may expose or cause Euler Hermes Collections to be engaged to fulfil any obligation in violation of UN, EU and/or US regulations or any other law or regulation related to economic or trade sanctions.

§ 13 The subscriber may be required to provide information to Euler Hermes Collections containing personal data (i.e. any information relating to an identified or identifiable natural person), e.g. from the subscribers personnel.

The subscriber is responsible for ensuring that the subscriber are authorised with respect to all relevant individuals to provide their personal data to Euler Hermes Collections and to permit the processing of such data for the respective purpose, in particular for the provision of our services to the subscriber. This includes – as the case may be – notifying relevant individuals in accordance with applicable data protection law and where necessary obtaining consent.

Furthermore, the subscriber shall comply with all privacy and security laws, including without limitation, any data protection laws and regulations, applicable to the subscriber in connection with the performance of this contract.

If the subscriber fails to adhere to the requirements in this clause 13 the subscriber shall defend, indemnify, and hold Euler Hermes Collections harmless from and against any Losses (as defined herein) that we may incur arising out of or related to the subscriber's failure to adhere with these conditions. The term "Losses" means fines, penalties, charges, costs, expenses, compensation, damages, and fees (including attorneys' fees).

With regard to the processing of the subscriber's personal data, please refer to the most recent version of Euler Hermes Collections privacy notice available at our website.

§ 14 The subscriber shall accept full liability for legal consequences and the costs which may be incurred by Euler Hermes Collections as a result of the subscriber failing to meet its obligations under this agreement.

If the subscriber fails to meet its obligations under this agreement, Euler Hermes Collections shall be entitled to terminate the agreement without prior notice.

§ 15 Disputes arising from this agreement shall be decided by the Swedish courts, Stockholm District Court being the court of first instance.