

BNY International

Framework Agreement of Debt Collection Services

This Agreement is made on XX/XX/201X

Between:

Party A

Company:.....

Address:.....

Phone number:.....

Fax number:.....

Here represented by:.....

and hereinafter referred to as “the Creditor” or “the Client”.

And

Party B

BNY International (hereinafter referred to as “BNY ”)

Represented by:.....

Definitions

“Agreement” shall mean this Framework Agreement hereto for debt collection with non-litigation methods;

“Debt Collection” shall mean BNY applies legitimate methods to make the Debtor to repay in part or in whole to the Client or a third party;,

“Debt” shall mean any receivables which the Client authorized and entrust BNY to manage;

“Creditor” shall mean the owner of the Debt;

“Debtor” shall mean any individual or legal person who owes the debt to the Client in respect of any of the Debts;

“Parties” shall mean the Client under this Agreement and BNY;

“Order Form” shall mean the Debt Collection Order Form;

“Business day” shall mean the standard day for conducting business, excluding public statutory holidays and weekends.

I Scope of Services

BNY offers its clients both local and international pre-litigation B2B and B2C Debt Collection services.

In case all attempts to recover the outstanding payments from Debtor by a pre-litigation method fail,

BNY, upon creditor’s consent, will initiate legal actions to recover the Debts.

II Authorization Letter

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1. After signing the authorization letter, the Creditor authorizes BNY and its partners to collect outstanding payments on its behalf. One authorization letter is needed for each debtor for the convenience to show it to the debtor whenever it is needed (please see Annex I attached hereto).

III Terms and conditions

1. Order Processing

This Agreement governs all Debt Collection orders from the Creditor. The Creditor instructs BNY to recover a Debt by placing a Debt Collection Order Form (hereinafter referred to as "the Order Form").

A Debt Collection order can be placed by the Creditor by submitting a signed Order Form (blank form is attached hereto as Annex II).

The Creditor is obliged to provide BNY with all necessary information and documents related to a Debt Collection case (blank form is attached hereto as Annex III for the Creditor's convenience, however, the Creditor can also provide such information and documents in other format).

The Creditor shall not entrust a case in obvious disputation or entrust the same case to another person or company for debt collection purposes.

2. Case Acceptance

According to this Agreement, upon authorization by the Client, BNY agrees to act on Creditor's behalf to recover the Debts. Every case shall be handled by BNY exclusively.

By signing the Order Form, BNY agrees to accept the case with the terms regarding to the fees specified in the Order Form. BNY is entitled to reject any order.

After entrusted the case to BNY, the Creditor shall not further negotiate with the debtor regarding the outstanding payments without prior written approval of BNY.

3. Scope of Authorization

The Creditor authorizes BNY to carry out all legal pre-litigation collection activities including but not limited to sending reminder letters, e-mails or SMS, making phone calls, conducting field visits or internal/external skip tracing.

BNY (or its partners) may also take legal action but only upon prior written approval by the Creditor.

4. Service Charge and Other Cash Expenses

4.1 Service Charge

The services of BNY are charged on a "no cure no pay" basis. Each payment from Debtor confers the right to a commission to BNY as specified in Annex II.

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The Creditor shall issue BNY a written confirmation within 3 business days after receiving the payment from the Debtors, including payment in cash, by check, bank draft, securities, or other permitted ways such as goods or equipment. BNY will issue invoice to the Creditor, according to the agreed commission rate, once the refund amount has been confirmed by the Creditor.

The Parties agree that the Client will pay to BNY a successful fee, which will be invoiced on all principal amounts, interests, approved cost and dunning fees (if applicable) recovered on behalf of the Client. This includes but is not limited to payments, payment equivalents, credit notes and non-monetary compensation.

BNY's invoices are payable within 3 business days from the invoice date. Each invoice that is not paid within this period will be charged for late payment fee at a daily rate of 0.03% (accrued from the invoice date).

If the Creditor agrees to accept the goods as payment, the commission will be calculated on the entrusted principal amount.

4.2 Other Expenses

In case of towing of equipment, BNY shall inform Creditor in a timely manner to get Creditor's approval. Upon Creditor's approval, BNY shall entrust a towing company on Creditor's behalf and towing company shall invoice to Creditor for towing fee.

According to this Agreement, other costly measures for Debt Collection shall only be applied upon consent of the Creditor. The Creditor is liable for any cash expenses as agreed upon according to Creditor's written approval.

5. Case Closure

Cases will be closed in following situations:

- Payment of the total outstanding amount is received;
- Partial payment of the total outstanding amount is received and agreement between the Creditor and the Debtor that the remaining outstanding amount is credited;
- Entrust period is over.
- Termination in following four situations:

- 1) BNY is entitled to terminate a case, if BNY considers the debt as uncollectible.
- 2) The Creditor terminates a case based on BNY's suggestion.
- 3) The Creditor terminates a case without consent of BNY. In this case an invoice will be issued applying

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the agreed commission rate on 100% of the invoiced amount plus additional cash expenses and the Creditor shall make payment of such invoice amount.

- 4) BNY is entitled to terminate a case if the Creditor breaches any obligations as stated in this Agreement. In this case an invoice will be issued applying the agreed commission rate on 100% of the principal amount plus additional cash expenses and the Creditor shall make payment of such invoice amount.

A case cannot be terminated by the Creditor within 90 days after its acceptance by BNY. Any case which has reached an payment agreement or payment is ongoing shall not be terminated in any circumstances.

6. Obligations

The Creditor represents and warrants that the entrusted cases are in accordance with local laws, general regulations and agreements and anti-money laundering regulations of the country where the Debtor resides.

BNY will conduct collection activities to its best knowledge and with full efforts. Nevertheless, the Client understands and agrees that, due to the nature of the Debt and other reasons, BNY shall not provide guaranty for the recovery and shall not be liable for any possible losses caused thereby to the Client. BNY will not assume any responsibility regarding suspending and extending the statute of limit of the subject Debt and shall not be liable for any possible losses caused thereby to the Client.

BNY promises to treat all information received in strict confidentiality and only use it within the scope of the Debt Collection assignment. BNY is prohibited from copying or reproducing this information or any related official documents or communicating this information to third parties unless it is required for the execution of this Agreement or by statutory obligations.

If BNY recognizes that the Creditor provides unreal case documents or forges documents, a 30% commission rate will be applied to the principal amount plus any additional cash expenses occurred.

The Creditor and its wholly owned enterprises are not allowed to hire employees of BNY. Employees of BNY hereby include employees of BNY during this Agreement period or staff, sales personnel, customer service specialists, or credit consultants of BNY who were dismissed within one year after expiration of this Agreement. Creditor's violation of the above mentioned, creditor agrees to pay BNY USD500,000 as the Talent Training Expense.

7. Termination

Either party may terminate this Agreement by written notice. This Agreement shall only be terminated when all entrusted cases are closed. After termination of this Agreement, BNY is no longer authorized to collect any debts on behalf of the Creditor. The termination of any entrusted case does not affect this Agreement.

IV Final Provision

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This Agreement shall be governed by and interpreted in accordance with the relevant laws of _____.

This Agreement shall be made in written form. This Agreement including this provision as well as the Annexes attached hereto shall only be amended in writing, which are signed and sealed by duly authorized signatories on behalf of the Parties.

No verbal supplements to this Agreement have been made between the two Parties.

This Agreement is in duplicate, each party holds one copy, sealed on both sides entered into force and has the same legal effect.

BNY International:
Representative:

Date:
Venue:

SAMPLE