



## **General Rules of the Contract of Mandate for Collection of Outstanding Obligations between Coface Bulgaria Credit Management Services EOOD and the Mandator**

### **I.**

1." Coface Bulgaria CMS EOOD agrees to represent the MANDATOR in the collection of obligations from defaulted Bulgarian or foreign debtors. Coface Bulgaria CMS EOOD shall act on behalf and for account of the PRINCIPAL.

2. Coface Bulgaria CMS EOOD shall only accept cases where the debtor does not unconditionally contest the debt existence.

### **II. Rights and Obligations**

3. Coface Bulgaria CMS EOOD shall strictly conform to the specific interest of its Mandator.

4. The commission for collection shall only be calculated on successfully refunded amounts (returned goods), including partial payments or barter, or agreement for balancing of due amounts owned by each party to the other, accepted by the Mandator, in accordance with the enclosed price list. The Mandator shall owe the agreed commission for cases where obligations are liquidated within executory proceedings - as a result of executory actions or payments by the debtor.

5. Coface Bulgaria CMS EOOD shall basically act according to Mandator's instructions. The Mandator may not give Coface Intercredit Bulgaria CMS EOOD illegal instructions.

6. Where the debtor extinguishes in full his obligation immediately after the order is assigned, the Mandator may withdraw the order within one day after its assignment date and in this case he shall not owe any commission.

7. Coface Bulgaria CMS EOOD may refuse to accept a case, while stating the reason for that.

8. "Coface Bulgaria CMS EOOD shall not be obliged to return the documents relating to the cases assigned to Coface.

9. The Mandator undertakes to terminate as from order assignment all personal contacts with his debtor and not to start on his own behalf legal actions against the debtor without prior to that informing Coface Bulgaria CMS EOOD. The Mandator undertakes not to authorize other companies, attorneys and persons for the claims concerned.

Where item 9 is violated, Coface Bulgaria CMS EOOD shall have the right to claim from the Mandator a compensation to the amount of 5 per cent of the total amount of debt.



10. The Mandator undertakes to inform Coface Bulgaria CMS EOOD of any change in the data he has submitted to Coface Bulgaria CMS EOOD as at case assignment date. The Assignee undertakes to inform the Mandator about any payment under the assigned cases, up to the 5<sup>th</sup> day of the month following the payment.

The parties undertake to immediately advise each other of any change in their address. Otherwise, all notices shall be sent to the last notified address.

11. Where the Mandator withdraws his mandate, Coface Bulgaria CMS EOOD shall be entitled to the agreed remuneration for the obligations paid by the debtor within 14 days following order withdrawal.

12. The service price is VAT-excluded.

### **III. Orders**

13. A contract of mandate shall be concluded by way of :

- a) signing a written contract of mandate;
- b) signing the General Rules and a price list and by placing an order by electronic mail or fax;
- c) signing the General Rules and a price list and placing an order through the on-line system of Coface Bulgaria CMS EOOD.
- d) signing the General rules and confirming the commission by e-mail or fax.

In the hypotheses under 13.b) and 13. c) Coface Bulgaria CMS EOOD shall accept the order within seven days after its placing by e-mail.

### **IV. Data Protection**

14. The Mandator agrees that the information to which Coface Bulgaria CMS EOOD has access while working on the collection cases assigned by the Mandator shall be published and used insofar as it is necessary for achievement of the goals of its activity.

### **V. Liability**

15. Where the Mandator withdraws an assigned order concerning a Bulgarian debtor within not more than **90** days after collection order assignment date, within not more than **120** days for a foreign debtor, accordingly, Coface Bulgaria CMS EOOD shall have the right to demand from the Mandator payment of a sum amounting to 50% of the commission for collection of the outstanding obligation.

16. Where within the period in which Coface Bulgaria EOOD EOOD is assigned to work on a debt collection case, an agreement for a schedule of a re-payment of the debt is signed, the mutual engagements of Coface Bulgaria CMS EOOD and the Mandator are valid until the schedule of re-payment is fulfilled by the debtor.

17. Where the Mandator assigns the collection of a specific debt the amount of which appears to be paid to the Mandator before Coface Bulgaria CMS EOOD is engaged with the case, Coface Bulgaria CMS EOOD shall have the right to demand from the Mandator payment of a sum amounting to 5% of the total amount of debt.



**VI. Termination of the Contract**

18. Coface Bulgaria CMS EOOD may terminate any further work on the order where the statutory grounds for that are fulfilled, or:

- a) where the Mandator fails to reply to an Assignee's letter or fails to provide requested documents or instructions within 30 days;
- b) where no contact with the debtor can be established within 30 days after the contract of mandate is signed on the basis of the information supplied by the Mandator or on the basis of the public information about the debtor.

19. Where the Mandator and Coface Bulgaria CMS EOOD agree on terms and conditions other than those set forth in items 1 through 19, these other terms and conditions shall be confirmed in writing by both parties.

Date.....

Principal.....