

**GENERAL BUSINESS TERMS AND CONDITIONS OF PATRIOT GROUP, s.r.o.,
for Out-of-court Recovery of Receivables
valid since 1 October 2019**

**Article I
Definitions**

1. Mandatary shall mean, for the purposes hereof, the company PATRIOT GROUP, s.r.o., with its registered office at Kpt. Jaroša 29, 911 01 Trenčín, company ID (IČO): 45 407 657, entered in the Companies Register of the District Court Trenčín, Section: Sro, File No.: 22660/R.

2. Mandator shall mean a natural person, natural person – entrepreneur or legal entity who/ which has expressed an interest in concluding the Mandate Agreement electronically and with whom/which the Mandatary has entered into the Mandate Agreement in accordance with these General Business Terms and Conditions.

3. Receivable shall mean, for the purposes hereof, any amount due arising from the commercial or civil relationship of the Mandator with third parties, the administration and recovery of which, including its accessories, the Mandator entrusts to the Mandatary under the Mandate Agreement.

4. Documents shall mean, for the purposes hereof, all invoices, orders, contracts, delivery notes and other documents related to the Receivable, which represent the legal title of the Receivable or otherwise prove the legal relevance of the Receivable, documents that were concluded or used in written or electronic communication between the Mandator and the debtor, any information about the debtor's entity, which relate to the Receivable to be recovered, as well as all documents that the Mandatary requests from the Mandator in the performance of the Mandate Agreement.

5. Agreement shall mean, within the meaning of the General Business Terms and Conditions, an order for the out-of-court recovery of Receivables sent electronically via the portal www.patriotgroup.eu in accordance with Article III hereof, approval of the content of the General Business Terms and Conditions by the Mandator, and subsequent acceptance of the order by the Mandatary.

6. Recovery of Receivable shall mean, within the meaning of the Agreement and these General Business Terms and Conditions, any satisfaction of the Mandator's Receivable leading to the extinction of the Receivable, in particular, but not only in the form of financial

settlement of the Receivable or its part, satisfaction of the Receivable through the transfer of things, rights or other values to the Mandator from the debtor or another person who will satisfy the debt on behalf of the debtor (e.g. assignment of the Receivable or other rights, barter transactions, performance of services, etc.), the transfer of the Receivable of the Mandator as a creditor in the form of its sale, set-off, or in any other form, when the Mandator assigns such Receivable to a third party and thus obtains its value or part of its value, as well as any other way of satisfaction of the Receivable.

Article II Subject of the Agreement

1. The Mandatary undertakes to carry out the following activities for the Mandator on his behalf and at his expense:
 - a) out-of-court recovery of Mandator's Receivables (i.e. in particular written requests for payment, face-to-face meetings, submission of proposals for out-of-court negotiations, filing criminal complaints, conclusion of repayment schedules, settlement agreements and commitment renewal agreements, establishment of security institutes, cash receipts, performing detailed lustrations of subjects, searching for publicly available information, etc.);
 - b) arranging other business matters in accordance with the current requirements of the Mandator specified in a separate authorization.
2. In concluding the Agreement, the Mandator is obliged to submit and confirm to the Mandatary a list of Receivables and companies to which recovery is related. During the validity and effectiveness of the Agreement, the Mandator shall be entitled to submit additional receivables to the Mandatary for recovery in person or by e-mail, and the Mandatary shall immediately include such receivables in the list of Receivables for recovery.
3. The Mandatary shall carry out the activities and arrange the matters referred to in paragraph 1 of this Article exclusively in person, however the Mandatary is entitled to entrust the law firm KONCOVÁ & PARTNERS, s.r.o., with its registered office at Kpt. Jaroša 29, 911 01 Trenčín, company ID (IČO): 47 256 907, License No. 6373, with recovery, i.e. to use the services of third parties to fulfil the subject of the Mandate Agreement, who can be granted a direct power of attorney by the Mandator or the so-called full power of substitution by the Mandatary on the basis of a written agreement.
4. The Mandator is obliged to immediately grant the Mandatary a written power of attorney to fulfil the subject of the Mandate Agreement, which must be signed by a person authorized to act on behalf of the Mandator.

5. The Mandatary shall be entitled to bring the case regarding the recovery of the Mandator's Receivable before court (judicial recovery) only with the prior written consent of the Mandator.

Article III Entering into the Agreement

1. The Agreement can be concluded electronically via www.patriotgroup.eu or in writing.

2. The Agreement shall be considered concluded upon the signature of both parties thereto or upon confirmation of the electronic order placed by the Mandator through www.patriotgroup.eu by sending an electronic confirmation of the conclusion of the Mandate Agreement by the Mandatary. Through the electronic portal, the Mandator shall send the order to the Mandatary, on the basis of which the Mandatary will prepare a form containing identification data of the parties to the Agreement and send the form together with the General Business Terms and Conditions electronically to the Mandator's e-mail address. By approval of the form and these General Business Terms and Conditions, the Mandator expresses his will to enter into the Mandate Agreement containing the contractual terms and conditions stipulated by these General Business Terms and Conditions. Based on the approval of the contractual terms and conditions, the Mandatary shall send the Mandator an electronic confirmation of the conclusion of the Mandate Agreement and these General Business Terms and Conditions. The Mandate Agreement shall be thereby considered to be concluded between the parties thereto, and the parties shall be bound by the contractual terms and conditions stipulated by these General Business Terms and Conditions.

Article IV Consideration

1. The activities being the subject of the Agreement shall be carried out by the Mandatary for the Mandator for consideration. The consideration for carrying out the activities shall consist of two components, namely the main component and the extra component.

2. The main component of the consideration for carrying out the Mandatary's activities under the Agreement shall be determined as a percentage of the amount recovered from the Receivable and shall be agreed separately for each Mandator, while its approval shall be the subject of electronic communication at the conclusion of the Agreement. After concluding the Agreement, the Mandator shall be provided a confirmation of the amount of the main component of the consideration by the Mandatary. The extra component of the consideration shall be eighty percent of the amount recovered from the contractual penalty agreed with the

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debtor as a result of or in direct connection with the activity of the Mandatary carried out for the purposes of the recovery of the individual Receivable of the Mandator. The consideration shall include all costs purposefully incurred by the Mandatary, which are directly related to carrying out the agreed activity, unless otherwise agreed for a specific case. In the event of termination of the Mandate Agreement in the part of recovery of the respective Receivable or all Receivables, the Mandatary shall be entitled to the payment of the agreed consideration during the following six (6) months after the valid and effective termination of the Agreement.

3. The Mandatary shall be entitled for the payment of the consideration calculated from each amount recovered from the Receivable or contractual penalty related to the Mandator's Receivable in the form of payment by the debtor to the Mandator's account or to the Mandatary's account or in cash to the Mandator or to the Mandatary from the date of signing the Agreement. The recovery of the Receivable or the contractual penalty related to the Receivable shall be considered to be any satisfaction of the Mandator's Receivable (with the consequence of its extinction in books of accounts), in particular, but not only in the form of:

- financial settlement of the Receivable or its parts;
- satisfaction of the Receivable through the transfer of things, rights or other values to the Mandator from the debtor or another person who will satisfy the debt on behalf of the debtor (e.g. assignment of the Receivable or other rights, barter transactions, performance of services, etc.);
- offsetting of Receivables;
- the transfer of the Receivable of the Mandator as a creditor in the form of its sale or in another form, when the Mandator assigns such Receivable to a third party and thus obtains its value or part of its value.

4. The Mandator shall pay the agreed consideration to the Mandatary on the basis of the statement of consideration submitted by the Mandatary to the Mandator. The consideration shall be paid by transfer to the Mandatary's account or in cash on the basis of an invoice, which will be due within fourteen (14) days of its issuance. Value added tax in accordance with applicable tax legislation shall be added to the consideration. The Mandatary shall be entitled to set off the extra component of the consideration against the Mandator's claim arising from the Mandator's obligation to send the amount recovered from the individual Receivables to the Mandatary's account. The Mandatary shall send the invoices to the Mandator electronically to the Mandator's e-mail address provided by the Mandator as the contact e-mail address when placing the electronic order or to any other e-mail address notified at any time by the Mandator to the Mandatary for this purpose. The Mandatary shall be entitled to the consideration in the event that the amount due from the recovered Receivable is credited to the Mandator's account or paid in cash at the Mandator's cash desk.

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Spoločnosť je zapísaná v Obchodnom registri na Okresnom súde v Trenčíne, oddiel: Sro. VI. č. 22660/R

Article V Mandatory's Rights and Obligations

1. In carrying out the activities and arranging matters, the Mandatory is obliged to proceed with professional care, according to the Mandator's instructions, and to protect the Mandator's interests.
2. The Mandatory shall notify the Mandator of any and all circumstances found in carrying out the activities and arranging matters which may affect the Mandator's instructions.
3. The Mandatory undertakes to hand over to the Mandator without undue delay all items and funds by transfer to his bank account or payment in cash, as well as all documents obtained for him in carrying out the activities and arranging matters.
4. The Mandatory undertakes to provide the Mandator with information on the status of the fulfilment of the subject of the Agreement at his request.
5. The Mandatory may depart from the Mandator's instructions only if it is urgently necessary in the interests of the Mandator and the Mandatory cannot obtain his consent in time.

Article VI Mandator's Rights and Obligations

1. The Mandator is obliged to submit to the Mandatory any and all documents necessary for carrying out his activities, based on the individual requirements of the Mandatory.
2. The Mandator is obliged to provide the Mandatory with all necessary assistance so that the Mandatory can carry out the activities and arrange matters in a timely manner.
3. The Mandator undertakes not to entrust another entity with carrying out the activities under the Agreement and these General Business Terms and Conditions in the case of the Receivables that the Mandator assigned to the Mandatory for administration and recovery.
4. The Mandator is obliged to notify the Mandatory of any change in the content of the assigned Receivable or in the person of the creditor and any payment or satisfaction of the Receivable or the contractual penalty related to the Receivable within five (5) days from the change occurrence.
5. The Mandator shall reimburse all costs incurred in connection with judicial and distraint recovery of the Receivable (costs of legal representation, court fees, costs of judicial

proceedings, costs of distraint proceedings, etc.) on the basis of the Mandatary's request after their previous demonstrable actual occurrence. The above costs shall be claimed and recovered from the debtor within the judicial or distraint proceedings. In case of premature termination of the judicial or distraint recovery of the Receivable by the Mandator, the Mandator shall be obliged to pay the Mandatary or to the legal representative all cash expenses incurred in the recovery of the respective Receivable, including all costs of judicial or distraint proceedings.

6. The costs of out-of-court recovery of the Receivable through a law firm (letters before action) shall be paid to the law firm by the Mandatary.

7. In the event of early termination of the Agreement for the reasons on the part of the Mandator, the Mandator is obliged to pay the Mandatary all cash expenses incurred by the Mandatary as a result of the activities carried out under this Agreement, based on quantification of costs and invoice issued.

Article VII

Termination of the Agreement

1. The Agreement may be terminated

- a) by agreement of the parties thereto;
- b) upon a notice.

2. The Mandator or the Mandatary may terminate the Agreement for any reason (or without giving reasons) by written notice, with a notice period of three (3) months, commencing on the 1st day of the month following the delivery of the notice to the other party. The parties have agreed that the notice must be delivered to the other party by post.

3. From the effective date of the notice, the Mandatary is obliged not to continue in carrying out the activity to which the notice relates. However, he is obliged to draw the Mandator's attention to the measures necessary to prevent the occurrence of damage immediately threatening the Mandator by failure to complete the activity. The Mandatary shall be entitled to reimbursement of costs for the activity duly carried out in accordance with Article VI paragraph 5 hereof until the termination notice takes effect.

Article VIII Final Provisions

1. Except for those disputes, in which Act No. 244/2002 Coll. on Arbitration (hereinafter referred to as the Arbitration Act) expressly excludes resolving disputes in arbitration proceedings, the Mandator and the Mandatary have agreed to resolve the disputes that have arisen or will arise between them in connection with the Mandate Agreement or these General Business Terms and Conditions in arbitration proceedings under the provisions of the Arbitration Act and substantive law of the Slovak Republic before arbitrator – JUDr. Milan Vojtek, with his registered office at Jilemnického 30, 036 01 Martin, Slovak Republic, or before any other arbitrator or an arbitral tribunal in the territory of a Member State of the European Union designated by JUDr. Milan Vojtek, with his registered office at Jilemnického 30, 036 01 Martin, in accordance with the procedure provided for in Section 8 paragraph 1 of the Arbitration Act (agreed method of appointing an arbitrator). The proceedings shall be carried out in writing according to Slovak law, the Rules of Procedure of the Arbitration Court established at the Interest Association of Legal Entities ARBITRÁŽ (should the dispute be resolved by the arbitral tribunal), or the Rules of Procedure (should the dispute be resolved by the arbitrator) published on the website www.arbitraz.sk, and in commercial disputes according to the principles of justice (Section 31 paragraph 4 of the Arbitration Act). In cases regulated by the provisions of Section 22a of the Arbitration Act, a filed motion shall not be delivered to the counterparty. The parties to the Agreement shall submit to the arbitrament, which shall be binding on the parties to the Agreement.

2. The Mandator and the Mandatary undertake to comply with the legal provisions of the personal data protection rules, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Personal Data Protection Regulation, hereinafter referred to as “GDPR”) and Act No. 18/2018 Coll. on Personal Data Protection and on Amendments to Certain Acts (hereinafter referred to as the “Act”). By concluding the Agreement, the parties thereto give their consent to the processing of their personal data exclusively for the purposes related to the performance of the Agreement to the extent specified in these General Business Terms and Conditions. The consent of the parties to the Agreement to the processing of personal data is granted for the duration of the Agreement. This consent may be withdrawn by delivery of a written notice of withdrawal of the consent to the processing of personal data to the other party. This consent is given by the authorized person freely, seriously and unconditionally to the extent of all personal data.

3. The Mandatary shall not be liable for any damage caused as a result of inaccurate or incomplete documents provided to him by the Mandator.

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4. The Agreement and these General Business Terms and Conditions may be amended and supplemented in writing or in electronic form by agreement of the parties to the Agreement.
5. Relationships not regulated by the Agreement and these General Business Terms and Conditions shall be governed by the provisions of the Commercial Code and other legal regulations applicable in the Slovak Republic.
6. These General Business Terms and Conditions shall come into force and effect on 2 February 2020.



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