

## DEBT COLLECTION AGREEMENT

Concluded on..... in Gdynia between:

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.....

hereinafter referred to as the **ORDERING PARTY**

and

**RR Media Sp. z o.o.** based in Gdynia, address: 81-156 Gdynia, ul. Janka Wiśniewskiego 31 registered in the District Court Gdańsk - Północ in Gdańsk, VIII Economic Department of the National Court Register under the number KRS 0000298676 with the share capital of PLN 50,000,-, NIP (Tax Identification Number): 9581581485, represented by Magdalena Markowska - proxy acting on the basis of the power of attorney constituting an appendix to this Agreement, hereinafter referred to as the **CONTRACTOR**.

1. The subject matter of this agreement (the "Agreement") is the commissioning of the collection by the CONTRACTOR of undisputed and mature receivables of the ORDERING PARTY from the debtor indicated by the ORDERING PARTY in the collection order (the "**Order**").
2. The CONTRACTOR shall undertake, for the benefit of the ORDERING PARTY, out-of-court collection of the receivables indicated by the ORDERING PARTY. In particular, the CONTRACTOR, as the owner of the e-containers.eu web portal, is authorized to undertake all actions specified by the agreement concluded by the users of the aforementioned portal and its terms and conditions.
3. The CONTRACTOR undertakes to conduct debt collection with the utmost diligence and in a lawful manner.
4. The remuneration of the CONTRACTOR due for the provision of services described in item 2 shall be calculated on the basis of 10% of the claimed net debt. The amount of the CONTRACTOR's remuneration shall be increased by VAT in the amount provided for by the regulations in force in this respect on the date of issuance of the invoice.
5. The commission shall be due to the CONTRACTOR upon payment by the debtor of the liability in whole or in part. The commission shall also be due to the CONTRACTOR if, after the date of acceptance of the Order, the debtor pays the claimed receivable also as a result of a settlement or other agreement resulting in satisfaction of the ORDERING PARTY's receivable, also by receiving a non-monetary benefit; in such case, the basis for determining the amount of the CONTRACTOR's remuneration shall be the net market value of such benefit. The ORDERING PARTY shall not incur any additional fees related to the debt collection order. In the event of payment of a debt in part, the ORDERING PARTY is obliged to pay a fee determined in accordance with the principles indicated in item 4, calculated on the paid part of the debt.

6. The commission will be payable to the bank account of the CONTRACTOR within 14 days from the date of receipt by the ORDERING PARTY of the VAT invoice. The ORDERING PARTY agrees to receive invoices electronically.
7. Withdrawal of the Order by the ORDERING PARTY requires written form. Payments made by the debtor within two months from the date of withdrawal of the Order are treated as the result of the action of the CONTRACTOR. The ORDERING PARTY agrees to notify the CONTRACTOR of the above payments by e-mail.
8. The ORDERING PARTY shall grant permanent powers of attorney to the CONTRACTOR (or a person designated by the CONTRACTOR) to represent the ORDERING PARTY as a proxy in the arbitration proceedings and authorize the CONTRACTOR to collect payments from the ORDERING PARTY's debtors.
9. In the event of receipt of any payments from the debtor, the CONTRACTOR agrees to notify the ORDERING PARTY immediately, no later than within 2 business days. Upon receipt of such information, the CONTRACTOR will issue a VAT invoice covering the remuneration due to him. The ORDERING PARTY acknowledges that information regarding debt repayment may also be obtained by the CONTRACTOR directly from the debtor.
10. The ORDERING PARTY is obliged to keep the CONTRACTOR informed of discussions conducted with the debtor and settlements reached. The CONTRACTOR undertakes to keep the ORDERING PARTY informed about the course of the executed Order and to respect business secrets concerning the ORDERING PARTY's business activity.
11. During the term of the Agreement, the ORDERING PARTY shall not, without the consent and knowledge of the CONTRACTOR, make any arrangements with the debtor for the payment of the debt.
12. The Agreement may be terminated in writing by either party with one month's notice at the end of the month.
13. Any changes to the provisions of the Agreement shall be made by means of an amendment in writing under pain of nullity.
14. The parties agree that any disputes arising under the Agreement shall be resolved by a court having jurisdiction over the registered office of the CONTRACTOR.
15. In matters not regulated in the Agreement, the provisions of the Civil Code shall apply.
16. This Agreement has been drawn up in two counterparts, one for each Party.

**CONTRACTOR**

**ORDERING PARTY**