

GENERAL COLLECTION AGREEMENT

(Article R124-3 of the French Code of Civil Enforcement Procedures)

S.A. SAINT LOUIS RECOUVREMENT acts as its customers' agent (art.1984 to 2010 of the French Civil Code) in collecting debts owed to them following their debtors' inaction, silence and/or refusal to pay despite the customers' repeated requests for payment. It is subject to a best endeavours obligation and shall under no circumstances incur any liability if results are not achieved. It has taken out a professional liability insurance policy with MMA in an amount of €7,000,000,000 to cover claims for money damages.

GENERAL PROVISIONS

We reserve the right to refuse to accept a case entrusted to us, without having to justify our decision, and the right to suspend or interrupt such action as we have already taken in the event of failure to pay an invoice or payment request. We are entrusted with collection of debts on an exclusive basis. Those debts must be certain, liquidated, due and payable. Our customers guarantee their existence and amount as well as the identity and domicile of the debtor. Accordingly, they undertake to notify us any dispute that may arise or any change that may occur in the debtor's legal status. Debts which are certain, but are not yet due (and/or liquidated) may be subject of protective measures. If for any reason the debtor can show that the debt claimed was wrongful and unjustified, the creditor shall be liable and may be brought into the proceeding as a third-party defendant if proceedings are issued on that basis against SAINT LOUIS RECOUVREMENT SA. In addition, creditors shall take responsibility for expenses incurred and pay the corresponding fees.

Prior assigning a case, creditors certify that they made repeated requests for payment in many forms which resulted in their customers' refusal to pay, inaction or silence, indicating that the customers may be acting in bad faith. Creditors agree not to take any action in respect of their debtor once a case has been entrusted to us and undertake to provide with any correspondence sent to them (by the debtor or their legal advisor). Collection fees are owed for any total or partial payment made directly to our customers once a case has been assigned to us.

REMUNERATION OF SAINT LOUIS RECOUVREMENT SA

With the exception of customers who have been granted special terms, a set-up fee shall be invoiced for each case assigned to us and a collection fee shall be owed on amounts collected or recovered during the pre-legal phase or by means of legal action, in accordance with the contractual arrangements between LOUIS RECOUVREMENT and its principal.

In the event that goods are returned or taken back or an invoice is cancelled, the fee owed to SAINT LOUIS RECOUVREMENT SA shall be computed on the basis of the corresponding credit note.

Special services give rise to specific costs and fees, notably for home visits, the drafting of instruments and deeds, applications for protective measures, representation before courts, as well as the monitoring of insolvency proceedings and the search for absconded debtors. A fixed fee shall be invoiced for a certificate showing that a debt cannot be collected.

Our customers may at any time relieve us of our assignment and shall pay the fees owed on the total amount the debt assigned to us for collection in accordance with the special terms agreed upon in the event of collection, regardless of whether the debt was recovered.

If a case has been assigned to us in error, customers shall also pay the fee computed in accordance with the special terms agreed upon in the event of collection, even if the debt has been paid before the case has been assigned to us.

In the event pre-legal action has not been successful, action will be taken in the courts provided our customers have expressly authorised this. Invoices for the corresponding fees, costs and disbursements will then be sent to our customers. Costs and disbursements related to ancillary or enforcement proceedings will be stated on the basis of actual costs, plus VAT.

SUBROGATION – COMPENSATION CLAIMS

Independently of this collection agreement, SAINT LOUIS RECOUVREMENT will be subrogated to the rights and remedies available to the creditor under the law or pursuant to the contractual arrangements with the debtor or as a result of its bad faith, meaning it can obtain compensation for all or part of any loss or damage of any kind suffered as a result of non-payment. Such subrogation is a constituent part of SAINT LOUIS RECOUVREMENT's remuneration and has a direct impact on the tariff proposed in this general collection agreement. For that purpose, the creditor authorises SAINT LOUIS RECOUVREMENT to claim from the debtor, in addition to interest on arrears and incidental amounts allowed by law, such compensation and damages as are payable pursuant to the law or the contractual arrangements or as a result of the debtor's bad faith. Such compensation claimed by SAINT LOUIS RECOUVREMENT shall not be lower than either €100, including VAT, or 15% of the amount of the debt assigned to us, excluding tax. However, if the principal considers they suffered a loss that is either higher or lower than the amount of the debt assigned to us, excluding recovery costs, they undertake to expressly inform SAINT LOUIS RECOUVREMENT so its compensation amount corresponds to its collection action.

PAYMENT TO CUSTOMERS OF SUMS COLLECTED BY SAINT LOUIS RECOUVREMENT SA

Payments are made through us. Any payment (including a partial payment) made directly to our customers must be notified to us within 3 days and shall result in a corresponding invoice for fees. SAINT LOUIS RECOUVREMENT informs its customers of any payment, including partial payments, received by it, on its www.saint-louis-recouvrement.com website which the creditor can access using his personal login and password. Proposals from debtors that may relieved of their obligations other than by immediate payment of the amount claimed are not systematically reported by SAINT LOUIS RECOUVREMENT.

We pay the amounts received to our customers within 30 days of the end of the month in which they were received, with an invoice showing VAT at the applicable rate in force on the amount of fees. Invoices set off the amount owed by the customer on any basis against the amount recovered by SAINT LOUIS RECOUVREMENT.

Our invoices are payable in cash. In the event of failure to pay an invoice when due, the amount shall be increased by 20% as a penalty and shall bear interest at a rate of 15% per annum. In addition, pursuant article L 441-6 of the French Commercial Code, a fixed amount of €40 per invoice will be due to cover recovery costs.

SAINTE LOUIS RECOUVREMENT SA reserves the right to destroy all documents and records in cases that have been closed for 3 years.

INTERNATIONAL DEBT COLLECTION

Set-up fees for foreign countries are invoiced depending on the debtor's place of residence. The collection fee for our efforts shall be based on the tariff in effect in the country concerned, plus 10% of the amount collected. In the event the effort to collect the debt is unsuccessful, only the actual expenses of our foreign correspondent plus any fee shall be invoiced.

Each submission of a case to us entails acceptance by the customer of the terms and conditions set forth above, it being understood that these terms and conditions apply to collection agreements that may have been executed previously with SAINT LOUIS RECOUVREMENT, as well as those that may be executed in the future.

The Versailles Commercial Court has exclusive jurisdiction of any dispute, notwithstanding any clause to the contrary, even in the case of multiple defendants or third-party proceedings.

Signed in _____ **on** _____
(Add "Approved", Company stamp and authorised signatures)