



DEBT COLLECTION ASSIGNMENT

File:

The undersigned (« the Appointer » or « the Creditor ») hereafter designated is giving mandate to Etude Patrick Goergen, Avocats à la Cour, 25 rue Philippe II, BP 381, L-2013 Luxembourg (« the Proxy » or « the Lawyer ») to proceed to out-of-court and/or court collection of the debt hereafter designated (« the Debt ») on the debtor hereafter designated (« the Debtor »).

Appointer (Creditor)	
Last name, first name	
Company	
Address, head office	
Phone	
Fax	
Email	
Website	
Bank account	IBAN
Bank	

Debtor	
Last name, first name	
Company	
Address, head office	
Phone	
Fax	
Email	
Website	
Bank account	IBAN
Bank	

Debt	
Principal amount	EUR
Date invoices	
Due date	
Contractual interest	yes <input type="checkbox"/> no <input type="checkbox"/>
Rate	
Subject invoices	
Collection costs	EUR
Ownership reserve	yes <input type="checkbox"/> no <input type="checkbox"/>
Contested debt	yes <input type="checkbox"/> no <input type="checkbox"/>

Type of collection	
Out-of-court	<input type="checkbox"/>
Court	<input type="checkbox"/> only after Appointer's consent <input type="checkbox"/>

Remarks



In case of Debtor's insolvency or court liquidation, this mandate does include the drafting, signature and registration by the Lawyer, in the Creditor's name, of a debt statement and/or the receipt of an uncollectible debt certificate from the insolvency liquidator or from the court liquidator. The mandate does also include the power to represent the Appointer in any meetings in the framework of insolvency or liquidation proceedings, to make therein any acts and statements deemed necessary in the Lawyer's view, to defend him in possible debates regarding protests, to recover any dividends and give thereto related receipts. To this effect, the Creditor elects domicile in the Lawyer's offices.

The Appointer states that he has been informed by the Lawyer, and formally accepts, that in any debt collection litigation, if the Lawyer succeeds in his collection, the global fees statement (either based on hourly rate or on down-payment fees) will contractually be increased by additional fees which may be up to the a maximum amount set as follows :

1) on debtors residing in Luxembourg

12,50 %	on the first 15.000 EUR collected
10,00 %	on the next 85.000 EUR collected
9,00 %	on the amounts of more than 100.000 EUR collected

2) on debtors residing in a European country (outside Luxembourg)

16,00 %	on the first 15.000 EUR collected
13,00 %	on the next 85.000 EUR collected
12,00 %	on the amounts of more than 100.000 EUR collected

3) on debtors residing outside Europe

a) for debts due for less than 180 days

21,00 %	on the first 20.000 USD collected
16,00 %	on the next 80.000 USD collected
13,50 %	on the amounts of more than 100.000 USD collected

b) for debts due for more than 180 days

26,00 %	on the first 20.000 USD collected
21,00 %	on the next 80.000 USD collected
16,00 %	on the amounts of more than 100.000 USD collected

The Appointer states that he has received a copy of the Lawyer's general terms and conditions, version 1.0. (July 2007), which are accepted without any reserve.

Place _____ Date _____ Signature _____

Documents to be enclosed : Invoices, Order forms, Delivery forms, General terms and conditions, Correspondence (reminders ...) with the Debtor, Correspondence received from the Debtor