

The parties:

1. **Exportní garanční a pojišťovací společnost, a.s.**, with its registered office at Prague 1, Vodičkova 34/701, 111 21, ID No. 45279314, Tax ID No. CZ45279314, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 1619, represented by David Havlíček, Chairman of the Board of Directors (the "**Contracting Authority**")

and

2. **IA Group B.V.**, with its registered office at Van Boshuizenstraat 12, 1083BA Amsterdam, ID No. 33218546, Tax ID No. NL009481904B01, registered in the Commercial Register maintained by the Chamber of Commerce in the Netherlands, represented by [REDACTED] (the "**Supplier**")

conclude pursuant to Section 131 et seq. of the Public Procurement Act and in accordance with the relevant provisions of the Civil Code the following

framework agreement on debt collection services  
("**Framework Agreement No. 2**):

#### I. Preamble

1. Framework Agreement No. 2 is concluded in connection with the decision of the Contracting Authority on the selection of suppliers in the procurement procedure for a public contract entitled "*Framework agreements on debt collection services*", part B of the public contract, reg. no. in the Public Procurement Bulletin Z2021-025784.
2. If the Supplier is formed of multiple persons (for example, because these persons submitted a joint tender in the procurement procedure), it shall apply that:
  - a. all persons forming the Supplier are jointly and severally liable under Framework Agreement No. 2;
  - b. the conduct of any of the persons forming the Supplier is imputed to the Supplier regardless of the internal relations among the individual persons forming the Supplier;
  - c. the Supplier may be represented only by the person designated by the contract among the persons forming the Supplier, which was submitted within the procurement procedure.
3. Framework Agreement No. 2 is concluded with each participant in the procurement procedure separately.
4. The Supplier declares that as of the date of signing Framework Agreement No. 2, it is entitled to provide Debt Collection Services. The Supplier shall immediately inform the Contracting Authority about the suspension or termination of the authorization to provide Debt Collection Services.

#### II. Definition of terms

1. The following terms are understood in the text of Framework Agreement No. 2 as follows:
  - a) "Act on the Register of Contracts" means Act No. 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of these Contracts and on the Register of Contracts (Act on the Register of Contracts), as amended;

- b) "Civil Code" means Act No. 89/2012 Coll., Civil Code, as amended;
- c) "Debt Collection Contract" means contract for the performance of an Individual Public Contract, a model of which constitutes Annex No. 2 to Framework Agreement No. 2;
- d) "Debt Collection Services" means the activity of a selected Tenderer carried out in the name and on behalf of the Contracting Authority, the purpose and objective of which is to settle the Contracting Authority's claims from persons other than consumers and which consists mainly of systematic and regular reminders to the debtor and/or other persons, participation in negotiations with the debtor and/or other persons, as well as tracing of assets from which the Contracting Authority's claims could be settled, and alternatively securing the sale (assignment) of such claims;
- e) "Directly Addressed Tenderer" means a Tenderer to whom the Contracting Authority is entitled to propose the conclusion of a Debt Collection Contract without reopening of competition;
- f) "Individual Public Contract" means an individual public contract awarded without reopening of competition or with reopening of competition among the Tenderers;
- g) "Partner" means a person (either a natural or a legal person) or organizationally independent department with staff and technical equipment legally providing Debt Collection Services in a country other than the country in which the Supplier has its registered office or place of establishment;
- h) "Public Procurement Act" means Act No. 134/2016 Coll., on Public Procurement, as amended;
- i) "Remuneration" means in percentage expressed share of the selected Tenderer in the amounts recovered, which the Contracting Authority will receive after the conclusion of the Debt Collection Contract on its account;
- j) "Tenderer" means the supplier selected by the Contracting Authority to conclude Framework Agreement No. 2, who has concluded it with the Contracting Authority.

### III.

#### **Subject matter of Framework Agreement No. 2**

1. The subject matter of Framework Agreement No. 2 is the setting out of the procedures for awarding Individual Public Contracts without reopening of competition or with reopening of competition among Tenderers, as well as other mutual rights and obligations of the Contracting Authority and the Supplier.
2. Concluding Framework Agreement No. 2 does not give the Supplier the right or obligation to provide the Contracting Authority with Debt Collection Services.
3. Concluding Framework Agreement No. 2 does not oblige the Contracting Authority to award Individual Public Contracts. The Contracting Authority will award Individual Public Contracts on the basis of Framework Agreement No. 2 according to its current needs.
4. The Supplier undertakes to provide Debt Collection Services in the country in which the debtor has its registered office and/or place of establishment, branch or other similar place of business; this also applies if the Debt Collection Services will be provided in relation to a person or persons in a country other than the debtor's country, e.g. in relation to the guarantor.

### IV.

#### **Award of an Individual Public Contract without reopening of competition; reopening of competition, bids and their evaluation**

1. An Individual Public Contract may be awarded without reopening of competition only to a Directly Addressed Tenderer, i.e. to such a Tenderer who has, according to Annex No. 1 to Framework

Agreement No. 2, a Partner in the country concerned on the date of entry into force of Framework Agreement No. 2 and the legal relationship with such a Partner has not been terminated, and if terminated, the Partner was pursuant to Article VIII. of Framework Agreement No. 2 replaced by another Partner, or the Supplier provides the Debt Collection Services by itself in that country, if it has employees or persons in a similar relationship in such a country, for Remuneration, the amount of which shall be agreed upon according to Framework Agreement No. 2.

2. The Supplier is invited to submit a tender in accordance with para. 7, 9 et seq. of this article only if it has a Partner in the country concerned according to Annex No. 1 of Framework Agreement No. 2, or if the Supplier provides the Debt Collection Services by itself in that country, if it has employees or persons in a similar relationship in such a country.
3. If two or more Tenderers fulfilling the condition specified in para. 1 of this article have offered, pursuant to Annex No. 1 to Framework Agreement No. 2, the same Remuneration, the Contracting Authority shall determine their order by lot in accordance with para. 16 of this article.
4. The Contracting Authority is entitled to award two (2) Individual Public Contracts to the Directly Addressed Tenderer who offered the lowest Remuneration according to Annex No. 1 to Framework Agreement No. 2 for the country in which the Debt Collection Services are to be provided. The Contracting Authority is thus obliged to reopen competition among the Tenderers as soon as it has already awarded two (2) Individual Public Contracts in the country concerned without reopening of competition.
5. If the lowest Remuneration for the country in which the Debt Collection Services are to be provided was offered by two or more Directly Addressed Tenderers, and thus their order was determined by lot, the Contracting Authority shall proceed according to the order resulting from the draw and the following rule concerning cyclical procedure applies:
  - a) in relation to the first claim, which is to be the subject of the Debt Collection Services, the Contracting Authority shall contact the first Directly Addressed Tenderer. If it does not conclude a Debt Collection Contract with such Directly Addressed Tenderer without reopening of competition, it will turn to the second Directly Addressed Tenderer, and if it does not conclude a Debt Collection Contract without reopening of competition, then in ascending order to next pertinent Directly Addressed Tenderers;
  - b) if an Individual Public Contract was awarded under let. a) of this paragraph without reopening of competition, then in relation to the second claim which is to be the subject of the Debt Collection Services and awarded as an Individual Public Contract without reopening of competition, the Contracting Authority shall turn to the Directly Addressed Tenderer in order immediately following the Directly Addressed Tenderer with which it concluded the Debt Collection Contract in relation to the first claim without reopening of competition; if the Debt Collection Contract in relation to the first claim in the country in question was concluded without reopening of competition with the last Directly Addressed Tenderer in order, the Contracting Authority shall turn to the first Directly Addressed Tenderer in order. If it does not conclude a Debt Collection Contract with this Directly Addressed Tenderer, it will turn to the second Directly Addressed Tenderer, and if it does not conclude a Debt Collection Contract with it, then in ascending order to next pertinent Directly Addressed Tenderer.
6. The Contracting Authority will identify for the Directly Addressed Tenderer the debtor and, where applicable, other persons who can be concerned by the Debt Collection Services, and provide a general description of its relationship with the debtor or such other persons, including the current amount of the claim and its accessories. The Directly Addressed Tenderer shall notify the Contracting Authority within seven (7) days whether or not there is any obstacle that would prevent it from performing the Individual Public Contract. If the Directly Addressed Tenderer does not notify of such an obstacle within the specified period, it shall be deemed that such an obstacle exists (the fiction of the existence of an obstacle). If no obstacle prevents the Directly Addressed Tenderer from

performing the Individual Public Contract and it notifies the Contracting Authority thereof within seven (7) days, the Contracting Authority will make an offer to conclude a Debt Collection Contract, which will not differ in any material respect from the model in Annex No. 2 to Framework Agreement No. 2. The Directly Addressed Tenderer selected in this way is then obliged to provide the Contracting Authority with the necessary cooperation to conclude the Debt Collection Contract and deliver to the Contracting Authority within fifteen (15) business days of the delivery of the Contracting Authority's decision on the selection a prepared draft of the Debt Collection Contract signed by the person authorized to act on behalf of this selected Directly Addressed Tenderer.

7. If an Individual Public Contract was not awarded according to the procedure under para. 1, 3, 4, 5 and 6 of this article, the Contracting Authority shall be entitled to reopen competition among the remaining Tenderers, i.e. those whom it did not previously contact as the Directly Addressed Tenderers, and who made a Remuneration bid for the country in question, if there are at least two of them: it shall identify the debtor for them and, where applicable, other persons who can be concerned by the Debt Collection Services, and provide a general description of their relationship with the debtor or such other persons, including the current amount of the claim and its accessories. The Supplier shall notify the Contracting Authority within seven (7) days whether or not there is any obstacle that would prevent it from performing the Individual Public Contract. If the Supplier does not notify of such an obstacle within the specified period of time, it shall be deemed that such an obstacle exists (the fiction of the existence of an obstacle). If the Supplier notifies of such an obstacle within the specified period of time, or if it does not comment within that period, the Contracting Authority shall not invite it to submit a bid for the Individual Public Contract.
8. If, in the case referred to in para. 7 of this article, there is only one Tenderer left and reopening of competition is impossible, it shall be deemed to be a Directly Addressed Tenderer, regardless of whether or not it fulfils the condition referred to in para. 1 of this article. The Contracting Authority shall then proceed in relation to it in accordance with para. 6 of this article and is entitled to award it an Individual Public Contract.
9. The Contracting Authority shall initiate a special procedure for the award of an Individual Public Contract by a call for bids via the electronic Tender Arena tool to all Tenderers according to para. 7 of this article for whom there exists no obstacle preventing them from the performance of the Individual Public Contract. The call will include a draft Debt Collection Contract, which will not differ in any material respect from the model that constitutes Annex No. 2 to Framework Agreement No. 2.
10. The Contracting Authority shall set a time limit of at least five (5) days for the submission of bids for the Individual Public Contract to be awarded under Framework Agreement No. 2 with reopening of competition.
11. The Contracting Authority shall apply *mutatis mutandis* the provisions of Sections 107 to 109 of the Public Procurement Act for the submission of bids and the opening of bids.
12. The Supplier submits its bid via the electronic tool Tender Arena. The Supplier shall state in the contract the amount of the total Remuneration as a percentage. If the amount of the Remuneration is stated otherwise, the Contracting Authority shall exclude such a bid from the evaluation.
13. The Contracting Authority shall notify the selection of the supplier (Tenderer) to all Tenderers who have submitted a bid.
14. A bid shall be regarded as not submitted if:
  - a) the Supplier in the bid offers less advantageous terms than in the procurement procedure for the conclusion of Framework Agreement No. 2, i.e. offers a higher Remuneration than agreed in Annex No. 1 to Framework Agreement No. 2; or

- b) the Supplier offers Remuneration of 0 %, i.e. it offers free provision of Debt Collection Services, or does not indicate Remuneration for the provision of Debt Collection Services in the bid at all; or
  - c) the Supplier and another Tenderer or other Tenderers submit a joint bid.
15. The Contracting Authority shall evaluate bids for an Individual Public Contract according to the amount of the Remuneration stated in percentage, the value of which will be set to a maximum of two decimal places. The Contracting Authority shall award the Individual Public Contract based on Framework Agreement No. 2 to the Tenderer with the lowest offered Remuneration.
16. If the amount of the Remuneration is identical in two or more bids, which prevents the selection of the Tenderer for the award of the Individual Public Contract, these bids will be sorted out by lot. The draw will take place at the registered office of the Contracting Authority, in which the Tenderers submitting an identical bid may participate. The details of the draw will be set out by the Contracting Authority in a notice delivered to the Tenderers concerned. The deadline for participation in the draw will not be less than three (3) business days from the delivery of the notice.
17. Pursuant to Section 100 (2) of the Public Procurement Act, the Contracting Authority reserves the right to change the Supplier with which it has entered into a Debt Collection Contract if the Supplier declares that it will not provide the Debt Collection Services duly and/or on time or terminates prematurely the Debt Collection Contract for reasons on the side of the Supplier. The Contracting Authority:
- a) may conclude a Debt Collection Contract with a Tenderer who, based on the evaluation of bids for the Individual Public Contract in question, placed next in order after the Tenderer to whom the Individual Public Contract was originally awarded; if the amount of the Remuneration is identical in two or more such bids, which prevents the selection of the Tenderer for the award of the Individual Public Contract, these bids will be sorted out by lot; rules described in para. 16 of this Article shall apply accordingly;
  - b) the newly selected Tenderer is obliged to perform the Debt Collection Contract under its terms.
18. The Contracting Authority is at any time entitled to suspend or terminate the provision of Debt Collection Services.
19. If even after the reopening of competition for the award of the Individual Public Contract the procedure under Framework Agreement No. 2 fails, the Debt Collection Services, which were to be the subject of the Individual Public Contract, shall be automatically excluded from the subject of Framework Agreement No. 2.

## **V.**

### **Remuneration and compensations; invoicing and maturity**

1. The amounts of the Supplier's Remuneration for Debt Collection Services in individual countries if an Individual Public Contract is awarded without reopening of competition among Tenderers are set out in Annex No. 1 to Framework Agreement No. 2. The amount of the Supplier's Remuneration for Debt Collection Services in individual countries if an Individual Public Contract is awarded with the reopening of competition among Tenderers shall not exceed the amount of the Remuneration specified in Annex No. 1 to Framework Agreement No. 2. The Supplier shall add VAT to the billed Remuneration in the statutory amount, if required by law. The Supplier is liable for the correctness of the tax obligations stated on the invoice.
2. The amount of the Supplier's Remuneration and the time course of the provision of Debt Collection Services are the subject of the Debt Collection Contract.

3. The invoice will contain the designation of the Individual Public Contract (number), the specification of the subject of performance and the calculation of the amount of the Remuneration will be stated on it or in its annex.
4. The Supplier shall invoice the Remuneration for the Debt Collection Services, to which it became entitled in the previous calendar month, by the fifteenth (15<sup>th</sup>) day of the following calendar month by e-mailing the accounting documents to [podatelna@egap.cz](mailto:podatelna@egap.cz). The Remuneration is payable exclusively by wire transfer within thirty (30) days from the date of receipt of the accounting document (invoice) by the Contracting Authority, if it has all the requisites required by law and/or the Debt Collection Contract; and in the case of any formal or substantive deficiencies, within thirty (30) days from the date of receipt of the invoice without any formal or substantive deficiencies.
5. The Supplier undertakes to bill the Remuneration for each Individual Public Contract separately.
6. All the Supplier's costs for the provision of Debt Collection Services, except for travel costs agreed in advance by the Contracting Authority, are part of the Remuneration and are borne in full by the selected Tenderer with whom the Contracting Authority has concluded a contract for the performance of the Individual Public Contract, including postage, telephone, printing and copying costs; the Debt Collection Contract may contain further modifications in relation to reports on the status of recovery and travel costs.

#### **VI.**

##### **Obligations of the Contracting Authority**

1. The Contracting Authority is obliged to inform the Supplier to whom the Individual Public Contract has been awarded of the facts important for the proper and timely provision of Debt Collection Services, to provide it with the necessary documents and information, and to provide it with the necessary cooperation upon request.
2. The Contracting Authority is obliged to pay the Supplier the Remuneration in accordance with the Debt Collection Contract.

#### **VII.**

##### **Obligations of the Supplier**

1. The Supplier shall provide the Contracting Authority with Debt Collection Services in the highest professional quality, according to the instructions of the Contracting Authority, duly and on time.
2. The Supplier is obliged to protect and enforce the rights and legitimate interests of the Contracting Authority and is bound by the orders and instructions of the Contracting Authority. If such orders and instructions are inconsistent with the purpose of this Framework Agreement No. 2, the Debt Collection Contract, laws or other rights and/or obligations of the Contracting Authority, the Supplier is obliged to promptly notify the Contracting Authority of this with a justification.
3. The Supplier undertakes that the provision of Debt Collection Services will be carried out by persons by whom the Supplier has demonstrated technical qualification in the procurement procedure. Replacement of any such person (i.e. member of the team involved in the provision of Debt Collection Services) is subject to prior written consent by the Contracting Authority. The Supplier is obliged to submit, at the request of the Contracting Authority, a list of the members of such team within the time limit set by the Contracting Authority, which shall not be less than thirty (30) days.
4. At the request of the Contracting Authority, the Supplier undertakes to hand over to the Contracting Authority the originals or certified copies of all documents and papers created and/or obtained during the provision of the Debt Collection Services. In the case of documents created by the Supplier, the Supplier shall also forward them in an open (editable) and machine-readable format, at the latest upon completion of the Debt Collection Services. The Contracting Authority will be entitled to subsequently use any written and oral information communicated during

the provision of the Debt Collection Services in any way to its advantage, which the Supplier, by concluding Framework Agreement No. 2, agrees with and declares that it will not make any property claims based on the intellectual or other ownership rights to such documents, papers and information.

5. The Supplier is obliged to immediately inform the Contracting Authority of all important facts related to the provision of Debt Collection Services and to inform it of its justified claims, as well as of the deadlines within which they must be exercised, as well as of the Contracting Authority's obligations under the laws of the country in which the claims are to be recovered.
6. In connection with the provision of Debt Collection Services, the Supplier is obliged, at the instruction of the Contracting Authority, to provide direct cooperation to the Czech National Bank in the performance of supervision. It is also obliged to provide direct cooperation to the Contracting Authority's auditor at the direction of the Contracting Authority. The Supplier shall not be entitled to any remuneration or compensation for the provision of cooperation unless the Contracting Authority stipulates otherwise.

## **VIII.**

### **Partners**

1. The Supplier is obliged to notify the Contracting Authority of the termination of the relationship with the Partner, without delay, but no later than within thirty (30) days of its termination.
2. The Supplier is entitled to notify the Contracting Authority of an addition to the list of Partners or replacement of the Partner in the country in relation to which it stated the amount of the Remuneration according to Annex No. 1 to Framework Agreement No. 2. The notification shall state at least:
  - the country in which the Partner has its registered office or place of establishment;
  - first name and surname of the Partner or its company name, or, if it is an organizationally independent department with staff and technical equipment, a description of its arrangement;
  - the Partner's contact person (first name and surname) and contact information for this person: phone number and e-mail address; if the Partner will be the Supplier directly, the Supplier will state this fact in its notification.
3. The termination of the relationship with the Partner and change or addition of the Partner may be notified to the Contracting Authority at the same time.
4. The Contracting Authority shall send the notice of termination of the relationship with the Partner and the change or addition of the Partner for publication via the Register of Contracts; it shall use Annex No. 1 to Framework Agreement No. 2, in the header of which it shall state "Update of Annex No. 1 to Framework Agreement No. 2 on Debt Collection Services".
5. The Supplier is obliged to identify the Partner/Partners at the request of the Contracting Authority. The Contracting Authority shall specify in the request a reasonable deadline and identification details of the Partner/Partners.

## **IX.**

### **Verification of Tenderers' qualifications; exclusion of the Supplier from participation in special procedures for the award of individual public contracts**

1. At the end of each year of Framework Agreement No. 2, the Contracting Authority shall be entitled to require the submission of documents which are to prove the fulfilment of basic competence pursuant to Section 74 of the Public Procurement Act. In such a case, the procedure will be in accordance with Section 136 of the Public Procurement Act.
2. The Contracting Authority will not conclude a Debt Collection Contract with the Supplier as the Directly Addressed Tenderer or invite the Supplier to submit bids also in cases where

the Supplier's grounds for ineligibility under Section 48 (5) and (6) of the Public Procurement Act have been met.

#### **X.**

##### **Powers of attorney**

The Contracting Authority shall issue a power of attorney to the Supplier or another person designated by the Supplier, if this is necessary for the provision of Debt Collection Services.

#### **XI.**

##### **Addresses for the service of documents other than invoices; access to documents; processing of personal data; change of electronic tool**

1. The Contracting Authority will send notification to the Supplier at e-mail address [REDACTED]@ [REDACTED]. The Supplier is entitled to notify the Contracting Authority of a change in this e-mail address, even repeatedly; such notification, after having been previously made to the Contracting Authority, shall enter into force on the seventh (7<sup>th</sup>) day following its publication in the Register of Contracts pursuant to the Act on the Register of Contracts. The Contracting Authority will send notification of a change of e-mail address for publication in the Register of Contracts.
2. The method of delivery to the Contracting Authority and its e-mail addresses will be specified in the calls to submit bids or in the Debt Collection Contracts.
3. In connection with the procedures under Framework Agreement No. 2 and with its fulfilment, as well as with the conclusion and fulfilment of Debt Collection Contracts, the Contracting Authority processes personal data. Basic information about data processing is available at <https://www.egap.cz/cs/ou-vyberova-rizeni-zbozi%20a%20sluzby>.
4. The Contracting Authority is entitled to change the electronic instrument referred to in Article IV. by notification sent to the Tenderers, even repeatedly.

#### **XII.**

##### **Contractual penalty**

1. The Contracting Authority is entitled to demand from the Supplier the payment of a contractual penalty of CZK 1,000,000 (in words: one million Czech crowns) if there is any obstacle that would prevent it from performing the Individual Public Contract, which the Supplier has not announced to or has concealed from the Contracting Authority within the meaning of Article IV. of Framework Agreement No. 2 in case the Individual Public Contract was awarded to the Supplier despite such a fact.
2. If the Supplier breaches the obligation to submit documents and papers according to Art. VII. para. 4 of Framework Agreement No. 2, it undertakes to pay the Contracting Authority a contractual penalty of CZK 10,000 (in words: ten thousand Czech crowns) for each individual breach of such an obligation.
3. If the Supplier breaches the notification obligation under Art. VII. para. 5 of Framework Agreement No. 2, it undertakes to pay the Contracting Authority a contractual penalty of CZK 10,000 (in words: ten thousand Czech crowns) for each individual breach of such an obligation. If the claim of the Contracting Authority becomes unenforceable due to a breach of the Supplier's obligation, the Supplier undertakes to pay a contractual penalty in the amount of the claim which it was to enforce.
4. The exercise of the right to payment of a contractual penalty does not terminate the Contracting Authority's right to damages in full.



### **XIII.**

#### **Duration and termination of Framework Agreement No. 2**

1. Framework Agreement No. 2 is concluded for a fixed period of time until December 31, 2025, that is, it will apply to Debt Collection Contracts concluded before December 31, 2025, until the fulfilment of Debt Collection Contracts concluded on its basis.
2. Framework Agreement No. 2 shall enter into effect upon publication in the Register of Contracts pursuant to the Act on the Register of Contracts. Publication in the Register of Contracts will be ensured by the Contracting Authority.
3. The Contracting Authority is entitled to terminate Framework Agreement No. 2 without any notice if the Supplier's authorization to provide Debt Collection Services is suspended or terminated.
4. The Contracting Authority is also entitled to terminate Framework Agreement No. 2 without giving a reason with a notice period of two (2) months. The notice period begins on the first day of the calendar month following the delivery of the notice of termination to the Supplier.
5. The Supplier is entitled to terminate Framework Agreement No. 2 if the Contracting Authority does not provide it upon request with the cooperation necessary for the provision of Debt Collection Services, or if it is in delay with the fulfilment of payment obligations to the Supplier for more than two (2) months. The notice period is two (2) months and begins on the first day of the calendar month following the delivery of the notice of termination to the Contracting Authority.

### **XIV.**

#### **Applicable law**

1. Framework Agreement No. 2, as well as legal relations arising on its basis, are governed by the laws of the Czech Republic.
2. All disputes arising from Framework Agreement No. 2 and/or the Debt Collection Contract and/or in connection with them and which the parties fail to resolve amicably out of court, will be resolved by the general courts of the Czech Republic; the court with territorial jurisdiction is the court according to the registered office of the Contracting Authority.

### **XV.**

#### **Final provisions**

1. If any provision of Framework Agreement No. 2 will become invalid, indeterminate or ineffective due to legal defects, this will not affect the validity of other parts of Framework Agreement No. 2. All provisions of Framework Agreement No. 2 are separable, and if any of its provisions becomes invalid, indeterminate or ineffective, the validity of the other provisions is not affected, and Framework Agreement No. 2 shall be treated as if it has never contained such invalid provisions. The parties undertake to replace an invalid, indeterminate or ineffective provision by a provision that will allow the objective of Framework Agreement No. 2 to be attained.
2. The following annexes are inseparable parts of Framework Agreement No. 2:
  - 1) List of countries and the amount of Remuneration in percentage together with information on whether the Supplier has a Partner in the country as of the date of submission of the tender
  - 2) Model Debt Collection Contract

**Signing page**

In Prague 7. 9. 2023

In Amsterdam

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**Exportní garanční a pojišťovací společnost, a.s.**

David Havlíček

Chairman of the Board of Directors

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**IA Group B.V.**

  
CEO

iA

IA GROUP BV

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the Netherlands

**List of countries and the amount of Remuneration in percentage<sup>1</sup> together with information on whether the Supplier has a Partner in the country on the date of submission of the tender<sup>2</sup>**

Country	Amount of Remuneration in %	The Supplier has or does not have a Partner in the country as of the date of submission of the tender
Afghanistan	N/A	
Albania	15%	Yes
Algeria	20%	Yes
American Samoa	N/A	
Angola	20%	Yes
Anguilla	15%	Yes
Antarctica	N/A	
Antigua and Barbuda	15%	Yes
Argentina	15%	Yes
Armenia	15%	Yes
Aruba	15%	Yes
Australia	15%	Yes
Azerbaijan	15%	Yes
Bahamas	15%	Yes
Bahrain	15%	Yes
Bangladesh	15%	Yes
Barbados	15%	Yes
Belarus	15%	Yes
Belize	15%	Yes
Benin	20%	Yes
Bermuda	15%	Yes
Bhutan	15%	Yes
Bolivia	15%	Yes
Bonaire, Sint Eustatius and Saba	15%	
Bosnia and Herzegovina	15%	Yes
Botswana	20%	Yes
Bouvet Island	N/A	
Brazil	15%	Yes
British Indian Ocean Territory	15%	
Brunei Darussalam	15%	Yes
Burkina Faso	20%	Yes
Burundi	20%	Yes
Cambodia	15%	Yes

<sup>1</sup> The Supplier will state the amount of the Remuneration expressed as a percentage and with a maximum of one decimal place in the column "Amount of Remuneration in %".

<sup>2</sup> The Supplier will state "yes" in the column "The Supplier has or does not have a Partner in the country as of the date of submission of the tender" if it has a Partner in the country concerned; if it does not have a Partner in the country, it will state "no" or leave the field blank; the identification of the Partner shall not be stated.

Country	Amount of Remuneration in %	The Supplier has or does not have a Partner in the country as of the date of submission of the tender
Cameroon	20%	Yes
Canada	15%	Yes
Cape Verde	20%	Yes
Cayman Islands	15%	
Central African Republic	20%	Yes
Chad	20%	Yes
Chile	15%	Yes
China (People's Republic of)	15%	Yes
Chinese Taipei	15%	Yes
Christmas Island	15%	
Cocos (Keeling) Islands	15%	
Colombia	15%	Yes
Comoros	20%	Yes
Congo	20%	Yes
Cook Islands	15%	
Costa Rica	15%	Yes
Côte d'Ivoire	20%	Yes
Cuba	15%	
Curaçao	15%	Yes
Democratic Republic of the Congo	20%	Yes
Djibouti	20%	Yes
Dominica	15%	Yes
Dominican Republic	15%	Yes
Ecuador	15%	Yes
Egypt	20%	Yes
El Salvador	15%	Yes
Equatorial Guinea	20%	Yes
Eritrea	20%	Yes
Eswatini	20%	Yes
Ethiopia	20%	Yes
Falkland Islands (Malvinas)	15%	
Fiji	15%	
French Guiana	15%	Yes
French Polynesia	15%	
French Southern Territories	15%	
Gabon	20%	Yes
Gambia	20%	Yes
Georgia	15%	Yes
Ghana	20%	Yes
Greenland	N/A	
Grenada	15%	
Guadeloupe	15%	

Country	Amount of Remuneration in %	The Supplier has or does not have a Partner in the country as of the date of submission of the tender
Guam	N/A	
Guatemala	15%	Yes
Guinea	20%	Yes
Guinea-Bissau	20%	Yes
Guyana	15%	Yes
Haiti	15%	
Heard Island and McDonald Islands	N/A	
Honduras	15%	Yes
Hong Kong	15%	Yes
India	15%	Yes
Indonesia	15%	Yes
Iran	N/A	
Iraq	N/A	
Israel	15%	Yes
Jamaica	15%	Yes
Japan	15%	Yes
Jordan	15%	Yes
Kazakhstan	15%	Yes
Kenya	20%	Yes
Kiribati	15%	Yes
Korea (the Democratic People's Republic)	N/A	
Korea (the Republic)	15%	Yes
Kosovo	15%	
Kuwait	15%	Yes
Kyrgyzstan	15%	Yes
Lao People's Democratic Republic	15%	Yes
Lebanon	15%	Yes
Lesotho	20%	Yes
Liberia	20%	Yes
Libya	20%	
Macau	15%	
Madagascar	20%	
Malawi	20%	Yes
Malaysia	15%	Yes
Maldives	15%	
Mali	20%	Yes
Marshall Islands	15%	
Martinique	15%	
Mauritania	20%	
Mauritius	20%	Yes
Mayotte	20%	
Mexico	15%	Yes

Country	Amount of Remuneration in %	The Supplier has or does not have a Partner in the country as of the date of submission of the tender
Micronesia	15%	
Moldova	15%	Yes
Mongolia	15%	
Montenegro	15%	
Montserrat	15%	
Morocco	20%	Yes
Mozambique	20%	Yes
Myanmar	15%	Yes
Namibia	20%	Yes
Nauru	15%	
Nepal	15%	
New Caledonia	15%	
New Zealand	15%	Yes
Nicaragua	15%	Yes
Niger	20%	Yes
Nigeria	20%	Yes
Niue	15%	
Norfolk Island	15%	
North Macedonia	15%	Yes
Northern Mariana Islands	N/A	
Oman	15%	Yes
Pakistan	15%	Yes
Palau	15%	
Panama	15%	Yes
Papua New Guinea	15%	
Paraguay	15%	Yes
Peru	15%	Yes
Philippines	15%	Yes
Pitcairn	15%	
Puerto Rico	15%	Yes
Qatar	15%	Yes
Réunion	20%	
Russia	15%	Yes
Rwanda	20%	Yes
Saint Barthélemy	15%	
Saint Helena, Ascension and Tristan da Cunha	20%	
Saint Kitts and Nevis	15%	
Saint Lucia	15%	
Saint Martin (French part)	15%	
Saint Pierre and Miquelon	15%	
Saint Vincent and the Grenadines	15%	
Samoa	15%	

Country	Amount of Remuneration in %	The Supplier has or does not have a Partner in the country as of the date of submission of the tender
Sao Tome and Principe	20%	
Saudi Arabia	15%	Yes
Senegal	20%	Yes
Serbia	15%	Yes
Seychelles	20%	Yes
Sierra Leone	20%	Yes
Singapore	15%	Yes
Sint Maarten	15%	
Solomon Islands	15%	
Somalia	20%	
South Africa	20%	Yes
South Georgia and the South Sandwich Islands	N/A	
South Sudan	N/A	
Sri Lanka	20%	Yes
Sudan	N/A	
Suriname	15%	Yes
Syrian Arab Republic	N/A	
Tajikistan	15%	Yes
Tanzania	20%	Yes
Thailand	15%	Yes
Timor-Leste	15%	
Togo	20%	Yes
Tokelau	15%	
Tonga	15%	
Trinidad and Tobago	15%	Yes
Tunisia	20%	Yes
Turkey	15%	Yes
Turkmenistan	15%	
Turks and Caicos Islands	15%	
Tuvalu	15%	
Uganda	20%	Yes
Ukraine	15%	Yes
United Arab Emirates	15%	Yes
United States Minor Outlying Islands	N/A	
United States of America	N/A	
Uruguay	15%	Yes
Uzbekistan	15%	Yes
Vanuatu	15%	
Venezuela	15%	Yes
Vietnam	15%	Yes
Virgin Islands (British)	15%	
Virgin Islands (U. S.)	N/A	

Country	Amount of Remuneration in %	The Supplier has or does not have a Partner in the country as of the date of submission of the tender
Wallis and Futuna	15%	
West Bank and Gaza	15%	Yes
Western Sahara	20%	
Yemen	N/A	
Zambia	20%	Yes
Zimbabwe	20%	Yes



## Model Debt Collection Contract

### Debt Collection Contract No. [●] pursuant to Framework Agreement No. 2

#### **Exportní garanční a pojišťovací společnost, a.s.,**

with its registered office at Prague 1, Vodičkova 34/701, 111 21, ID No. 45279314, Tax ID No. CZ45279314, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 1619, represented by [TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE DEBT COLLECTION CONTRACT], bank [TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE DEBT COLLECTION CONTRACT], account no. [TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE DEBT COLLECTION CONTRACT] (the "Client")

#### **IA Group B.V.,**

with its registered office at Van Boshuizenstraat 12, 1083BA Amsterdam, ID No. 33218546, Tax ID No. NL009481904B01, registered in the Commercial Register maintained by the Chamber of Commerce in the Netherlands, represented by [REDACTED] bank: ABN AMRO, account no. EUR NL58ABNA0641205600, (the "Supplier")

(hereinafter jointly referred to as the "Parties" and each individually as a "Party")

### **1. Introductory provisions**

- 1.1. The Client and the Supplier concluded the framework agreement on debt collection services on the basis of a procurement procedure pursuant to Act No. 134/2016 Coll., on Public Procurement, as amended ("Framework Agreement No. 2"), which came into effect upon publication in the Register of Contracts on [●][●] 202[●]. This debt collection contract regulates more detailed conditions for the provision of debt collection services.
- 1.2. This debt collection contract replaces all previous communications and declarations made, contracts concluded or business practices, if any, established between the Parties, if this occurred before the entry into effect of Framework Agreement No. 2.

### **2. Subject matter of the contract**

- 2.1. The subject matter of this debt collection contract is the Supplier's obligation to perform on its own account and risk for the Client a service consisting in the recovery and collection of claims from the Client's debtors or other persons (the "Debtor" or the "Debtors"). The Supplier undertakes to recover the claims so that they are paid directly to the Client's account specified in the header of this debt collection contract, unless the Client specifies otherwise. The subject of this debt collection contract is also the possibility of securing the sale (assignment) of the claim by the Supplier. The Client undertakes to pay the following remuneration to the Supplier for the duly provided service. Any change or reclassification of the legal reason based on which the Debtor is to perform in favour of the Client is irrelevant; any contract or agreement on the basis of which, for example, the obligation is replaced by another obligation or settled, or the legal reason for performance from the Debtor is reclassified as damages or unjust enrichment, is without prejudice to the Supplier's right to remuneration.
- 2.2. The Supplier in particular undertakes to:

- 2.2.1. seek out and contact the Debtor in an appropriate manner without delay;
- 2.2.2. adhere to professional rules of conduct and avoid activities that could be detrimental to ethical standards;
- 2.2.3. provide the Client with confidential advice regarding the history of the Debtor's outstanding liabilities, judgments and other financial obligations of the Debtor;
- 2.2.4. maintain strict confidentiality in relation to any information obtained in the performance of its obligations under this debt collection contract;
- 2.2.5. submit at any time at the request of the Client and/or at appropriate regular intervals, reports on recovered claims and keep accurate records of all transactions. Unless otherwise agreed between the Parties, the Supplier is obliged to submit the requested information on the basis of an e-mail request within 1 business day from the delivery of this request. The Supplier shall forward the information to the contact e-mail addresses of the Client.

2.3. The subject of this debt collection contract is not a judicial recovery of the claims.

### **3. Initiation and method of performance**

- 3.1. The Client shall initiate the provision of debt collection services by a written instruction sent to the Supplier, in which it shall identify the Debtor and, as the case may be, possibly other persons to whom the provided services are to relate, and shall provide a general description of their relationship with the Debtor, including the current amount of the claim; it will be an update of the data provided by the Client to the Supplier before the conclusion of this debt collection contract; the Client is not entitled to include other claims into the instruction. The Client undertakes to provide the Supplier with information about the Debtor and the claim so that it can recover the amount due and calculate the relevant remuneration for the services provided. The Client shall inform the Supplier what currency of the claim is to be recovered in. The Supplier is obliged to collect the claim only in the currency of the claim, and in another currency only with the consent of the Client. The Supplier has five (5) business days from the receipt of the information to inform the Client that it does not have sufficient information necessary to recover the claim.
- 3.2. The Supplier is obliged to recover the claim so that the Debtor has to and can credit the amount due to the Client's account specified in the header of this debt collection contract, including the relevant interest and other accessories. The Client undertakes to inform the Supplier about the crediting of the amount due or part thereof to its account. If the amount recovered is secured (e.g. by a guarantee), the Supplier is obliged to recover the amount due also from the person providing the security.
- 3.3. The Supplier undertakes to recover the amount due until it is fully recovered, or until the Client notifies it of the accounting write-off of the amount due, or of any other reason notified by the Client.
- 3.4. The Supplier is entitled to charge in connection with the provision of services under this debt collection contract only the relevant remuneration. The Supplier may not claim any other fees or reimbursement of costs other than those specified in Art. 7 of this debt collection contract from the Client on the basis of this debt collection contract.

- 3.5. The Supplier is obliged to add only interest to the recovered claim according to the instructions and conditions of the Client and to recover the claim in this amount.
- 3.6. If the Supplier procures an acquirer of the claim or part thereof (where the term claim is used in this paragraph it also means part thereof) and the Client sells the claim to this person, the Supplier is entitled to remuneration in the amount agreed in para. 4.1 of this debt collection contract from the amount for which the claim is transferred to the acquirer. The Supplier's remuneration is due only if the purchase price of the claim is actually credited to the Client's account. The Supplier's remuneration is due even if the Client sells the claim to the acquirer within six (6) months of the termination of this debt collection contract. In connection with the sale of the claim, the Supplier shall not be entitled to any additional fees or reimbursement of costs other than those specified in Article 7 of this debt collection contract. The Supplier shall bill the remuneration similarly according to the provisions of this debt collection contract as for its recovery.

#### **4. Remuneration**

- 4.1. The Client undertakes to pay the Supplier for duly provided services remuneration of [●] % (percent) of the amount which the Client has received on its account. It shall also pay it the fees and reimburse the costs specified in Art. 7 of this debt collection contract. The Supplier is obliged to specify the amount on the invoice as follows: base remuneration, percentage of remuneration, amount of remuneration without value added tax, amount of value added tax, if applicable, and total amount of remuneration. The remuneration is calculated from the amount credited to the Client's account. The Supplier is responsible for calculating the relevant taxes.
- 4.2. The Supplier's right to remuneration arises upon the taking over of all underlying documents from the Client and the crediting of the recovered claim or part thereof to the Client's account. The Supplier's right to remuneration arises even if the Client terminates the recovery of the claim for any reason, but the Debtor nevertheless pays the due claim or part thereof within 6 months from the instruction to terminate the recovery.
- 4.3. The remuneration also includes any bank or third-party fees associated with the provision of the Supplier's services under this debt collection contract.
- 4.4. Unless the Parties agree otherwise, the Client shall pay the Supplier the remuneration in the currency specified by the Client under para. 3.1 of this debt collection contract. If the Debtor nevertheless pays its debt in another currency, the Client shall convert the remuneration at the exchange rate valid on the day of payment of the amount due to the Client's account and pay the remuneration in the currency determined in accordance with para. 3.1 of this debt collection contract.

#### **5. Payment terms**

- 5.1. The Client undertakes to pay the Supplier the remuneration based on an invoice ("invoice") within thirty (30) days from the date of its delivery. The invoice must contain all the requisites of a tax document in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended. All invoices must also contain the designation of this debt collection contract, the designation of the Client and the specification of the subject of performance, and the calculation of the remuneration, either directly on the invoice or in an annex thereto. The Supplier shall deliver the invoice to the address [podatelna@egap.cz](mailto:podatelna@egap.cz).

- 5.2. The Client reserves the right to return the invoice to the Supplier if it does not contain all the data required by the binding laws of the Czech Republic or this debt collection contract, or if incorrect data are stated in it. The return of a rejected invoice suspends its due date, which does not begin to run until the delivery of a new and complete invoice.
- 5.3. The Supplier is not entitled to set off any of its claims against any of the Client's claims.
- 5.4. The Supplier undertakes to hand over accurate and detailed documentation together with the recovered amount.

## **6. Penalties**

- 6.1. The Supplier undertakes to pay a contractual penalty of 0.05 % per day of the amount of the claim to be recovered, if it does not take any action to recover the amount due within thirty (30) days of receiving the information pursuant to Art 3 of this debt collection contract.
- 6.2. The Supplier undertakes to pay a contractual penalty in the amount of the claim to be recovered if the claim or part thereof is paid due to the failure of the Supplier to an account other than the Client's account, even 6 months after the termination of the recovery or the expiry of this debt collection contract.
- 6.3. The Supplier undertakes to pay a contractual penalty of EUR 10,000 for each individual breach of obligations under para. 8.2 of this debt collection contract.
- 6.4. The Client undertakes to pay a contractual penalty of 0.05 % of the remuneration per day if the Client fails to pay the remuneration to the Supplier duly and on time.

## **7. Fees and reimbursement of expenses**

- 7.1. For each report of the claim recovered or to be recovered under para. 2.2.5 of this debt collection contract, the Supplier is entitled to bill the Client no more than [amount][currency].
- 7.2. The Client shall reimburse the Supplier for costs and expenses up to the amount agreed in writing in advance, in particular costs associated with travelling and accommodation.

## **8. Final provisions**

- 8.1. The Parties have agreed that this debt collection contract is governed by the laws of the Czech Republic. Furthermore, this debt collection contract and disputes arising from it which the Parties fail to resolve amicably out of court, will be resolved by the general courts of the Czech Republic; the court with the territorial jurisdiction is the court according to the registered office of the Client.
- 8.2. All personal and other data transmitted between the Client and the Supplier are considered confidential. The Supplier undertakes to take sufficient measures to prevent any third party from being acquainted with personal or confidential information provided or obtained under this debt collection contract. The Supplier undertakes to use the information obtained on the basis of this debt collection contract only for the purposes of debt collection or for purposes related to this activity. The Supplier is obliged not to use confidential information to the detriment of the Client or to the harm of its good name or reputation. Any manner and form of communication must not violate the principles of personal data protection law. In the event of any breach or suspicion of a breach of this obligation, the Supplier must immediately report such a fault or suspicion to the Client.

- 8.3. The Supplier acknowledges and agrees that the Client is obliged to publish the content of this debt collection contract. The Supplier expressly agrees that this debt collection contract shall be published in full on the website designated by the Client and/or on the Client's profile. The Parties declare that the facts stated directly in this debt collection contract are not considered a trade secret within the meaning of Section 504 of the Civil Code and grant permission for their use and publication without setting any other conditions. Any information may be published in the case of mandatory published information and/or cases of financial control pursuant to Act No. 320/2001 Coll., on Financial Control, as amended. The obligations set out in this paragraph shall apply even after the termination of this debt collection contract.
- 8.4. The Supplier hereby expressly declares that in accordance with Section 1765 (2) of the Civil Code, it assumes the risk of a change of circumstances.
- 8.5. The obligations stated in this article do not apply in the case of compulsorily published information or cases of financial control pursuant to Act No. 320/2001 Coll., on Financial Control, as amended.
- 8.6. This debt collection contract enters into force on the day of its signing by both Parties and effect on the day of its publication in the Register of Contracts pursuant to the Act on the Register of Contracts. The publication of this debt collection contract in the Register of Contracts will be ensured by the Client.
- 8.7. If any provision of this debt collection contract is or will become invalid, indeterminate, ineffective or unenforceable in the future or if it is found to be so by a competent authority, the other provisions of this debt collection contract shall remain in force and effect if it does not follow from the nature of the provision or its content or the circumstances in which it was concluded that it cannot be separated from the other content of this debt collection contract. The Parties are obliged to replace the invalid, indeterminate, ineffective or unenforceable provision of this debt collection contract with another provision whose content and meaning best corresponds to the original provision and this debt collection contract as a whole.
- 8.8. This contract is concluded for the period of time until the fulfilment of its purpose (i.e. until the recovery of the amount owed) or until the written notification by the Client of the termination of the recovery of the claims.

**Signing page**

In Prague

In [●]

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**Exportní garanční a pojišťovací společnost, a.s.**

*A person or persons representing the Client  
according to the extract from the Commercial  
Register or empowered to represent  
the Client subject to internal rules  
& regulations of the Client*

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**IA Group B.V.**

  
CEO