

General terms and conditions of business

This version of the General Terms and Conditions applies to contracts concluded and orders placed on or after June 19, 2026. For contracts concluded and orders placed prior to that date, the terms and conditions in effect at the time the respective contract was concluded shall remain applicable, unless otherwise expressly agreed.

1. General part

1.1. Scope of application

1.1.1. atriga GmbH (hereinafter referred to as 'atriga') is registered as a debt collection agency in accordance with Section 10 (1) No. 1 of the Legal Services Act (RDG) and is entered in the Legal Services Register of the Bundesamt für Justiz under the file number 2024 0001 1218.

The responsible (debt collection) supervisory authority is the Bundesamt für Justiz, Referat, Division VII 5 (RDG), Adenauerallee 99-103, 53113 Bonn (e-mail: rdg@bfj.bund.de).

atriga also operates the internet portal www.atriga.com.

1.1.2. These General Terms and Conditions apply exclusively to all orders placed with atriga by business entities as defined in § 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law via atriga.com, the atriga DebitManager™, or any other online user interface provided by atriga. This also applies if the orders are placed via another internet portal or otherwise facilitated, unless a written agreement to the contrary has been made. Contracts with consumers as defined in Section 13 of the German Civil Code (BGB) are not concluded through these channels.

1.1.3. atriga concludes contracts exclusively under these general terms and conditions. The inclusion of other general terms and conditions is – subject to any other provision – expressly rejected.

1.1.4. In justified exceptional cases or for good cause, atriga may refuse to accept an order or refuse to continue carrying it out. An exceptional case exists, for example, if it becomes apparent during the ongoing debt collection process that the legal scope of the case falls outside the scope of atriga's normal business operations. A compelling reason exists, for example, if the customer is in arrears with the payment of outstanding amounts, if the customer violates material contractual obligations—such as the requirement to provide proof of legitimate interest in connection with credit reports—or if information regarding the customer's status as a business entity is incorrect, incomplete, or unverifiable. Further claims for damages remain unaffected.

The customer authorizes atriga to obtain personal data for credit checks and other business information

regarding the customer or the customer's company. This agreement may be terminated at any time with future effect.

1.1.5. Upon conclusion of the contract, the customer represents that he or she is acting in the course of his or her commercial or self-employed professional activities and is not a consumer. atriga is entitled to request appropriate proof of business status before or after the conclusion of the contract and to withhold or block access to the atriga DebitManager™ until such proof has been successfully verified.

1.2. Information from the customer

1.2.1. atriga provides the client with all necessary information and innovations electronically, in the protected area of atriga.com/en/ or by e-mail. Further details are regulated by the terms of use of atriga.com/en/. client is therefore obliged to check the receipt of information, especially in his DebitManager™ and email account at regular intervals.

1.2.2. The descriptions of the individual services available at atriga.com/en/ do not become part of these General Terms and Conditions. They are for information purposes only and are not intended to warrant any properties of the product, to give a guarantee or the like. This applies in particular even if it should not be possible to determine the information within the periods stated by atriga or to carry out the services offered.

1.3. Data input

The customer enters the required data. The customer is liable for the correctness and completeness of the data. The provision of technical requirements (e.g. infrastructure such as Internet connection, e-mail account, Adobe Reader®, computer equipment) is not included in the scope of services of this contract. The customer bears the costs for this, as well as any telephone costs etc.

1.4. Data protection

Information on data protection can be found in our  [privacy policy](#).

1.5. Direct debit

The customer gives atriga permission to collect the invoice amount for the orders placed by him from his bank account by SEPA direct debit when due.

The direct debit is carried out via the SEPA Basic Mandate, if possible via the Core 1 Mandate. The period for pre-notification is reduced to one day. In his invoice, the customer receives all information relevant to the SEPA Mandate. The invoice will be made available to the customer in the atriga DebitManager™ or sent by e-mail, depending on the selected default setting.

The invoice amount is due without deductions one day after the invoice is issued. On placing the order, the

customer authorises atriga, irrespective of final completion of the order or the status of the proceedings, to invoice the invoice amount immediately and to collect it by direct debit. As a rule this is done at the beginning of the following month for the previous month.

The customer assures to provide for the coverage of the account. Any costs incurred due to non-redemption or reversal of the direct debit shall be borne by the customer as long as the non-redemption or reversal was not caused by atriga.

If the amount is reversed despite a direct debit mandate having been issued for reasons for which atriga is not responsible, atriga is entitled to charge the costs incurred.

1.6. Transfer of rights and obligations in the event of a change of corporate form

The parties agree with mutual effect that in the event of a change in the corporate form, restructuring of business organisation or comparable changes, even if these lead to the spin-off of parts of the business or the creation of new legal entities, the rights and obligations from concluded contracts shall remain in force. This also applies to the further validity of powers of attorney granted. The right to immediate termination shall remain unaffected.

1.7. The customer's business status

1.7.1. atriga offers its online services exclusively to businesses as defined in Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

1.7.2. atriga is entitled to verify the customer's status as a business entity before or after the conclusion of the contract. To this end, atriga may, in particular, require the provision or submission of a VAT registration number, details from the commercial register, proof of profession or business activity, a legal notice or other suitable documentation. If the relevant evidence is not provided within the specified time limit, or if there are reasonable doubts as to the customer's status as a business, atriga is entitled to refuse to conclude the contract, to refrain from activating accounts or to block existing accounts, and to terminate contracts for good cause.

1.8. Customer information for contracts in electronic commerce

In accordance with § 312 i of the German Civil Code (BGB) in conjunction with Article 246a of the Introductory Act to the German Civil Code (EGBGB), we draw your attention to the following:

1.8.1. The service descriptions displayed on atriga.com invite customers to place an order. The online ordering process is available exclusively to the customer groups specified in clause 1.1.2. The customer completes the order in the secure area of atriga.com or via an online user interface provided by atriga by entering the required details and submits the order by confirming it. This constitutes the offer. Acceptance of the offer by atriga results in the conclusion of the contract. The customer will receive an order number from

atriga as part of the order confirmation. Offers from consumers will not be accepted.

1.8.2. The wording of the contract, which in atriga's system consists of the data entered by the customer himself when placing the order and these General Terms and Conditions, is stored by atriga. The customer has the possibility of calling up the data entered by him at any time at DebitManager™. The General Terms and Conditions can be accessed via atriga.com/en/ and can be saved or printed out. In order to call up the General Terms and Conditions of Business after saving, the client requires Adobe Reader® as a technical requirement. A specific version of Adobe Reader® is not required.

1.8.3. The Customer is given the opportunity to check and, if necessary, correct the data entered before placing his order.

1.8.4. The language available for the conclusion of the contract is 'German'. Services are generally provided only to customers with their registered office or branch in Germany. If a customer enters into a contract for which German is a foreign language, this is their responsibility.

1.8.5. atriga acts in the area of debt collection in accordance with the professional standards of the German Legal Services Act (RDG) and the implementing ordinances issued for this Act. The text of the law is available on atriga.com/en/ in the imprint or download centre.

1.9. Legal warranty claims

The statutory warranty obligations apply.

2. General conditions for the provision of information

2.1. General information

atriga sells creditworthiness, economic and other information provided by atriga's contractual partners.

2.2. Subject matter of the contract and costs

The individual services and the scope of the investigation can be found in the respective service descriptions for the individual investigation modules. These, as well as the costs, are available via atriga.com/en/ in their current version.

The subject of the contract is the implementation of the individual investigation stages. There is always the risk that a result cannot be determined in the corresponding type of investigation chosen by the client or that the result determined is no longer up to date.

The processing time depends largely on the necessary processing time of the individual agencies providing the information. The processing times given are therefore only guidelines. A claim to a specific processing time cannot be derived from them.

2.3. Data protection and handling of data for credit reference services

The customer undertakes to request information about the personal data contained therein only if there is a legitimate interest and to substantiate this interest (Art. 6 para. 1 lit. f of the Basic Data Protection Regulation (DS-GVO)). atriga and its contractual partners are entitled to check the existence of the legitimate interest in individual cases – even without stating reasons. For this purpose the legitimate interest, the data used in the execution of the retrievals, the day and time of the retrievals, the access authorisation and the data retrieved are recorded for data protection control purposes. A deletion is carried out in accordance with the legal regulations. The customer may only process or use the personal data for the purpose for which it was transmitted to him. Processing or use for other purposes is only permitted under the conditions of Art. 6 para. 1 lit. b DS-GVO. The customer must oblige his employees or other third parties who have access to the data subject to confidentiality to maintain secrecy.

The information is intended only for the inquirer himself, is to be treated confidentially and may not be passed on by him to third parties (third party is also the object inquired about), unless something different results from mandatory legal regulations.

They are not suitable for the determination of a summonable address or as evidence in court proceedings. Requests for information about relatives and related parties of the customer, as well as about other credit agencies are to be omitted.

The customer is solely liable for violations and damages resulting from a disclosure contrary to the agreement. For each culpable case of disclosure to third parties contrary to the terms of the contract, the customer shall pay an immediately payable contractual penalty amounting to five times the information fee. The customer shall be entitled to prove that the aforementioned damage did not occur or that the amount of damage was significantly lower. The right to assert claims for damages is reserved by atriga or its contractual partners. In this case the contractual penalty shall be set off against the claim for damages. The customer undertakes to indemnify atriga or its contractual partners against all claims by third parties which are based on the customer's illegal use of the information obtained or which are made with the customer's approval. Contributory negligence remains unaffected (cf. § 254 BGB). The indemnification also includes the costs of a legal defence, including any legal costs. atriga will inform the customer immediately if third parties assert claims against it that fall under the above indemnification obligation and, as far as possible in the circumstances of the individual case, give the customer the opportunity to defend against the asserted claim. The customer is obliged to inform atriga immediately in text form of all information available to him about the facts in question. Any further claims by atriga remain unaffected. The transmitted data may not – even after further processing – be passed on or made accessible to third parties without the written consent of atriga or its contractual partners. The customer is obliged to take the necessary technical and organisational measures for data protection in accordance with the DS-GVO. He must ensure that, in particular when texts and data are transferred to temporarily stored servers, all usage and other property rights stipulated for this information are observed. The customer must protect the usage and access rights assigned to him from

access by third parties.

2.4. Liability

At no time does atriga provide the services offered itself. There is always the risk that a result cannot be determined in the corresponding type of investigation chosen by the client or that the result determined is no longer up to date. atriga is therefore not liable for the factual and content-related correctness and completeness of the data determined or taken from public directories. atriga is consequently not liable, for example, for damages incurred by the client because he has relied on the correctness of the data.

In the event of input, transmission and transfer errors, confusion of identity by atriga, as well as restriction of a failure to provide information, atriga is liable for gross negligence or intent. The contractual fault-based liability of atriga or a legal representative or vicarious agent of atriga for damages due to slight negligence, breach of contractual, pre-contractual and statutory (ancillary) obligations, as well as non-contractual fault-based liability due to slight negligence, is excluded. The exemption from liability applies only insofar as no damage to property or personal injury is involved or cardinal or essential contractual obligations are violated or other legal regulations exclude this. The contractual fault-based liability of atriga or a legal representative or vicarious agent of atriga for breach of cardinal contractual obligations due to slight negligence is – as far as permissible – limited to such damages that must typically be expected to occur.

2.5. Termination

The use of the research services is not bound to a minimum term and can be terminated without notice at any time.

2.6. Note on § 31 Federal Data Protection Act (BDSG)

We would like to point out that in the case of credit products/business information about private individuals or companies, if data of natural persons who are active in business are used in such information, address data can be used to calculate a probability value (score). In doing so, our contractual partners collect or use probability values (for a certain future behaviour of the person concerned) for the purpose of deciding on the establishment, execution or termination of a contractual relationship, the calculation of which includes address data.

Due to the regulation of § 31 BDSG you are obliged to inform the person concerned (the person about whom you are requesting information), demonstrably before obtaining the credit rating, that among other things his address data can be included in the scoring.

In doing so, you also have the obligation to verifiably document the notification of the person concerned.

In the absence of information (or proof), the use of score products is not permitted. In addition, an

administrative offence may be subject to a fine. As the client, you shall indemnify us against costs and claims asserted against us by third parties in connection with the non-fulfilment of this duty to inform.

2.7. Note on the obligation to provide information in the case of address investigations

We would like to point out that you are obliged to inform the data subject (the person for whom you commission an address enquiry) in accordance with Article 14 of the GDPR. To inform the data subject, the following text or a text with the same content must be used, which must be made easily accessible in accordance with Article 12 (1) of the GDPR, e.g. by including it as a data protection notice on the website, an application form or order form:

“Personal data collected within the scope of this contractual relationship for the purpose of applying for implementing and terminating this business relationship shall be transmitted by me/us to EURO-PRO Gesellschaft für Data Processing mbH, Lindenhof 1-3, D-61279 Grävenwiesbach. The legal basis for these transfers is Art. 6 Para. 1 lit. b and Art. 6 Para. 1 lit. f DS-GVO. EURO-PRO processes the data received and also uses it to provide address information of natural persons to its contractual partners in the European Economic Area and in Switzerland as well as, if applicable, other third countries (insofar as an adequacy decision of the European Commission exists with regard to these). More detailed information on the activities of EURO-PRO can be found online at  <https://www.euopro.de/datenschutz>.

As the client, you shall indemnify us or EURO-PRO against costs and claims asserted by third parties in connection with the non-fulfilment of these information obligations.

3. general collection conditions

3.1. Collection procedure

3.1.1. Rights and obligations of atriga

3.1.1.1. atriga undertakes within the Federal Republic of Germany in the name of and on behalf of its customers the extrajudicial collection of unenforced claims for which the debtor is in default and which are likely to be undisputed in terms of reason and amount. The monitoring and collection of titled claims is carried out by atriga after it has carried out a dunning procedure.

3.1.1.2. atriga is entitled to collect the receivables at its own dutiful discretion within a time frame deemed reasonable by atriga. The customer authorises atriga to carry out all collection measures deemed necessary by atriga until the respective receivables have been paid in full, to make agreements etc., if necessary also with third parties, which are deemed necessary by atriga in connection with the collection of the respective receivables, on behalf of the customer and in this connection to make and receive all necessary declarations of intent on behalf of the customer.

atriga has the right to allow the debtor to make partial payments. The customer hereby authorises atriga to conclude an instalment payment agreement. Settlements with the debtor require the consent of the customer if this reduces the principal claim. In carrying out its activities, atriga is not subject to instructions from the customer. Order-related specifications, which may be necessary for the proper execution of the contract, are not considered instructions in the above sense.

3.1.1.3. If, despite corresponding enquiries or reminders from atriga, the customer does not give instructions on the progress of the proceedings within one month of the first reminder, or if the customer does not respond to enquiries from atriga, e.g. to send documents relating to the claim or comments on letters from the debtor, atriga may complete the order and charge the costs.

3.1.1.4. atriga is entitled to terminate the collection mandate at any time if the effort to be made by atriga is grossly disproportionate to the prospects of realisation.

3.1.1.5. atriga has the right to destroy the files at the end of the procedure.

3.1.1.6. atriga is entitled, at its own discretion, to report outstanding claims of the customer to credit agencies in accordance with Art. 6 para. 1 sentence 1 lit. f (DS-GVO) and § 31 para. 2 sentence 1 no. 4 BDSG or the relevant data protection regulations.

3.1.2. Rights and obligations of the client

3.1.2.1. The customer warrants that the claim asserted against the debtor- regardless of whether it is a principal claim or an additional claim (ancillary claim, e.g. dunning costs, chargeback costs) – exists, is due, and not legally enforceable and the debtor is in default.

The customer is solely liable for all information required for the collection of the claim with regard to correctness, completeness and for the compliance with the above mentioned assurances.

The customer assures that the claim exists for him free of rights of third parties, has not been assigned by him or third parties and has not been made legally pending.

The customer confirms that the legal transaction on which the claim is based has been concluded in accordance with the applicable laws and legal regulations.

The customer undertakes to provide all information requested by him/her for the preparation of the reminders truthfully and completely. Insofar as an ancillary claim is asserted, the customer is obliged to provide atriga with concrete evidence of this. If these are flat-rate reminder costs, the customer assures that these only include material costs, but not personnel and/or administrative costs, as the latter are regularly not reimbursable. The customer undertakes to indemnify atriga against all claims by third parties resulting from the fact that the customer, due to a culpable breach of the above obligations, hands over a claim – whether principal or ancillary – which does not meet the above requirements or proves to be unjustified. Contributory negligence remains unaffected (cf. § 254 BGB). The indemnification also includes the costs of a legal defence, including any legal costs. atriga will inform the customer immediately if third parties assert claims

against it that fall under the above indemnification obligation and, as far as possible in the circumstances of the individual case, give the customer the opportunity to defend against the asserted claim. The customer is obliged to inform atriga immediately in text form of all information available to him about the facts in question. Any further claims by atriga remain unaffected.

3.1.2.2. Furthermore, the customer undertakes not to enter into any agreements with the debtor concerning the collection of claims after the order has been placed – either itself or through third parties – and not to initiate any measures against the debtor and not to commission any other collection agency or lawyer with the collection of claims.

3.1.2.3. The customer authorises atriga to conduct the correspondence and any negotiations with the creditor. The customer shall inform atriga promptly of all payments, objections and other notifications of the debtor concerning the claim.

3.1.2.4. Upon request, the customer will send atriga necessary documents such as invoice, reminder, contract or correspondence in copy and, if applicable, the original title.

3.1.2.5. Should the determination or verification of debtor data etc. be deemed necessary by atriga, the customer hereby authorises atriga to carry this out at its own expense.

3.1.2.6. By sending the power of attorney form provided, the customer authorises atriga, inter alia, to collect the debt and to grant sub-authorisations. The power of attorney can be revoked in writing at any time.

3.2. Letter of reminder from a contract lawyer and legal proceedings

3.2.1. Should atriga consider one or more lawyer's reminders or judicial measures to be necessary, atriga will pass this on to one of atriga's contract lawyers after the customer has given – depending on agreement – his consent and paid the costs previously indicated in atriga DebitManager™ or in writing.

If the customer is not interested in engaging a contract lawyer of atriga, he can terminate the mandate for a fee. If the claim is assigned for collection purposes, atriga acts at its own discretion.

3.2.2. The customer authorises atriga to obtain information from the respective contract lawyer about the course of the proceedings, as well as copies of all documents relating to the proceedings, and releases the contract lawyer from his duty of confidentiality towards atriga.

The customer authorises atriga to have all monies received by the contract lawyer in respect of the respective claims paid out to him without delay with debt-discharging effect for the contract lawyer. The customer will therefore not assert any claims for payment directly against the contract attorney.

3.2.3. The conduct of the legal action by atriga's contract lawyers is normally only possible from a principal claim amount of EUR 500.01. In the case of lawsuits with a value of up to EUR 1000.00, the contract lawyers

of atriga reserve the right to work on the basis of a fee agreement and not according to the Lawyers' Fees Act (RVG). The lawsuit is an independent procedure and is subject to the general legal regulations.

3.2.4. During the period in which the contract lawyer acts on behalf of the client, atriga acts only as a provider of information to the contract lawyer for the client. The performance of the lawyer's work is the sole responsibility of the contract lawyer.

3.2.5. The debt collection procedure ends after atriga has made an attempt to enforce the debt against the debtor immediately after receipt of the title and after atriga has determined that the debt has failed or has been adequately paid on the debt and that atriga has not been able to reach an agreement on payment in instalments. Further processing is carried out at the request of the client in the "Collection procedure" s of the procedure (point 3.4 of the General Terms and Conditions).

3.2.6. If the customer refuses to appoint a contract lawyer, atriga is entitled to terminate the contract without notice. The costs incurred up to that point shall be borne by the customer.

3.3. Remuneration

3.3.1. Payment arrangements

The following payment modalities apply to the collection procedure:

3.3.1.1. The collection fee is due for payment by the customer upon acceptance of the order. However, it shall be deferred to the customer until the conclusion of the order, unless an interim statement of account or a partial payment by the debtor has been made before the proceedings have been submitted to the contract lawyers for judicial enforcement. The collection fee shall be asserted against the debtor.

By way of security, the customer assigns to atriga its claim against its debtor for reimbursement of the collection costs until such time as the collection costs claimed have been paid in full. atriga is entitled to make use of this assignment as soon as there are indications that the deferred collection costs will not be paid in full at the due date. The assignment for security purposes does not affect the customer's payment obligation when due.

Irrespective of the success of the debt collection, the customer shall pay an advance on expenses for each individual order when the order is placed, the amount of which can be called up at atriga.com/en/. This is refunded after successful collection of the claim.

3.3.1.2. If the legal dunning procedure has been successfully completed, but the titled claim cannot initially be enforced or can only be enforced in part, the customer must

(a) the possibility of having the recovery procedure carried out by atriga Incoming funds are settled according

to the settlement agreement described in 3.3.1.7. Further details of this stage of the procedure are set out in section 3.4 of these General Terms and Conditions,

(b) the possibility of terminating the proceedings.

Among other things, it is no longer considered advisable to continue the proceedings if the debtor has made an statement of assets regarding his financial circumstances or is insolvent.

If the customer does not end the proceedings after a consultation, atriga is entitled to start with the collection proceedings.

3.3.1.3. If the proceedings are passed on to one of atriga's contract lawyers, the customer pays – depending on agreement – a previously notified amount as an interim settlement.

3.3.1.4. The contract lawyer will charge an advance on his fees in the legal action. The contract attorney is entitled to claim third-party costs, such as court costs, bailiff's fees, cash expenses, etc., from the customer prior to the commencement of the dunning or legal proceedings.

3.3.1.5. In the event of investigations that atriga deems necessary, e.g. address, heirs, owner and/or shareholder investigations or checks of debtor data, the costs shall be reimbursed by the customer. These are not always collection costs. As far as possible these costs will be claimed against the debtor.

3.3.1.6. For the agreement of instalment payments and/or settlements, their monitoring and processing, an instalment payment or settlement fee or collection costs for payment agreements shall be charged. The amount of these costs or fees can be viewed on in the customer's atriga DebitManager™.

3.3.1.7. atriga will first offset incoming funds – regardless of who they are received by – against the collection and third-party costs incurred, such as lawyer's, court or bailiff's fees, then against interest and finally against the principal claim (offsetting agreement).

The same applies to payments which the debtor or third parties make directly to the customer with discharging effect for the debtor. The customer undertakes to inform atriga immediately and to pay the corresponding amount.

Payments made by third parties with discharging effect for the debtor, the amount subsequently waived by the customer to the debtor, as well as the counterclaim of the debtor accepted by the customer and the return of goods are also deemed to be chargeable payments, whereby the basis of assessment is the resale value excluding value added tax. This does not apply to goods as good as new. In this case, the purchase price becomes the basis of assessment.

Credit balances are paid out immediately. atriga reserves the right to pay out smaller credit balances not immediately but within 10 days after the end of the month.

During the current proceedings the customer can immediately check the current account balance on atriga DebitManager™. Upon completion of the procedure, the customer will receive a final statement of account.

The customer authorises atriga to accept or collect amounts of money with debt-discharging effect (power of

attorney to receive money).

Overpayments in favour of the debtor are to be set off against other non-payment claims of the same debtor submitted by the customer to atriga, insofar as this is possible under the statutory provisions and the customer has not assigned the payment for a different purpose.

Insofar as offsetting is impossible (e.g. in the absence of further claims by the customer against the same debtor), overpayments will be reimbursed by atriga to the client of the payment. atriga will charge the client a flat-rate – in particular for checking the repayment entitlement, organising the repayment and communication with the debtor or the party ordering the payment – compensation of EUR 1.50 for each such overpayment and reimbursement transaction to be processed for the loss it incurs, which will be offset against the payment received. If an amount exceeding the amount of the lump-sum compensation remains, this amount shall be transferred back to the client of the payment and the offsetting against the lump-sum compensation shall be explained in the accounting text. If the amount of the lump-sum compensation is not reached, the customer assigns to atriga its claim for reimbursement in the amount of the difference to the loss incurred by it in lieu of performance. atriga hereby declares acceptance of the assignment in this case, whereby the customer waives receipt of the declaration of acceptance.

3.3.1.8. The client undertakes vis-à-vis atriga, in the event of the transfer of unjustified, disputed, already legally enforceable or incorrect claims, to pay the costs or fees deferred by atriga or its contract lawyers up to that point and to reimburse all other costs incurred. The customer shall be entitled to prove that the aforementioned damage did not occur or that the amount of damage was significantly lower.

3.3.2. Legal claims to the collection fee

The remuneration owed to atriga by the customer is claimed from the debtor as damage caused by delay or on the basis of other civil law norms or on the basis of contractual agreement in addition to the main and subsidiary claims. It remains unaffected by any court decision on the eligibility of these costs to be reimbursed to the debtor. atriga accepts no liability to the creditor for whether the legal requirements for reimbursement of the collection fee by the debtor are met.

3.4. Post-court proceedings/recovery proceedings

The monitoring and collection of enforceable claims is carried out by atriga under a separate agreement supplementing these general terms and conditions.

3.5. Information

atriga provides the client with information on the current status of the proceedings free of charge and can be called up at any time. Information on the legal action can be obtained from the contract lawyer.

3.6. Cancellation and terms of payment in case of cancellation

3.6.1. The customer has the right to terminate the collection procedure in DebitManager™ at any time without giving reasons. In the pre-litigation procedure the client then undertakes to pay 100% of the costs or fee claims deferred by atriga or its contract lawyers up to that point in time. The remaining costs will be waived. If the customer terminates the proceedings during the ongoing dunning or enforcement proceedings or after assignment, the customer shall also pay the full costs incurred by atriga at this stage of the proceedings. The modalities of termination in post-court proceedings/collection proceedings are regulated there under point 3.4.

3.6.2. atriga is entitled to terminate the contract without notice if the customer, in breach of contract – either himself or through third parties – makes his own arrangements with the debtor, or passes the claim on to third parties (e.g. lawyers or other collection agencies) without the consent of atriga. The customer then bears all costs or fees incurred by atriga or the contract lawyers up to this point in time, depending on the state of the proceedings, or is obliged to pay damages.

3.6.3. atriga is entitled to terminate the contract for good cause at any time during the proceedings. In this case, the customer shall pay in pre-litigation proceedings 100% of the costs or fees incurred up to that point in time and deferred by atriga or its contract lawyers. If atriga terminates the contract for good cause during the ongoing dunning or enforcement proceedings, the client will also pay the full costs incurred by atriga at this stage of the proceedings. If atriga terminates the post-court proceedings/collection proceedings for good cause, the customer shall pay all costs incurred by atriga or its contract lawyers up to that point and all costs or fee claims deferred up to that point by atriga or its contract lawyers.

In all other respects, the statutory provisions remain in force with regard to premature termination of the individual contract. Termination may be effected in text form.

3.7. Liability/barring by limitation

3.7.1. The contractual fault-based liability of atriga or a legal representative or vicarious agent of atriga for damages due to slightly negligent breaches of contractual, pre-contractual and statutory (ancillary) obligations and non-contractual fault-based liability due to slight negligence is excluded. The exemption from liability applies only insofar as no damage to property or personal injury is involved or cardinal or essential contractual obligations are violated or other legal regulations exclude these. The contractual fault-dependent liability of atriga or of a legal representative or vicarious agent of atriga for breach of cardinal contractual obligations due to slight negligence is – as far as permissible – limited to such damages that must typically be expected to occur.

3.7.2. atriga draws the attention of the customer to the fact that, in the event of the debtor becoming insolvent, payments made on the claim in the course of pre- or post-court collection proceedings may be

contested by the insolvency administrator on the basis of the provisions of the Insolvency Act for up to ten years with retrospective effect. In the event of a challenge, the customer or atriga may be obliged to repay any amounts paid to the insolvency administrator. atriga assumes no responsibility for whether payments are subject to subsequent insolvency challenge. In the event of an obligation to repay to the insolvency administrator, atriga is entitled to continue to withhold any remuneration components (collection fee and performance commission) already received at the expense of the customer or to charge the customer accordingly.

3.7.3. atriga is not liable for the loss of original documents. Documents should, as far as possible, only be presented in copies.

3.7.4. atriga will initially only check the expiry of the limitation period for claims handed over to atriga by the customer in accordance with the data provided by the customer and only to the extent that atriga is able to do so on the basis of the data provided. In accordance with the liability principles set out in Section 3.7.1, atriga will therefore only assume liability for the occurrence of the limitation period when all the documents which atriga deems necessary for checking the limitation period are available to atriga. The amount of liability is limited to the maximum amount of EUR 50,000. Required documents are e.g. contracts, general terms and conditions, invoices, order confirmations, etc., i.e. at least all documents concerning the claim.

At the request of the customer, atriga will check the limitation of the claim at the beginning of the proceedings at no additional cost to the customer if the customer sends a copy of all documents deemed necessary by atriga to establish the limitation of the claim to atriga GmbH, Abteilung Inkasso, Pittlerstr. 47, DE 63225 Langen. Insofar as the facts of the case lie outside the normal business operations of atriga, atriga is entitled to refuse to carry out a review of the statute of limitations. atriga will inform the customer of this immediately after discovery. atriga shall not be liable for the occurrence of a limitation period in the meantime. atriga is not liable for the expiry of the statute of limitations within one week of the submission of all documents required to establish the expiry of the statute of limitations.

4. Final provisions

4.1. Supplementary agreements and written form

Amendments or supplements to the contract must be made in writing in order to be effective, unless stricter formal requirements apply. This shall not apply if amendments or supplements are negotiated in detail between the contracting parties; in this case, oral agreements shall also apply.

4.2. Severability clause

Should individual provisions of the contract including these General Terms and Conditions be or become invalid or unenforceable or contain a gap that requires supplementation, this shall not affect the validity of the

remaining provisions.

4.3. This agreement shall be governed by the laws of the Federal Republic of Germany. The place of jurisdiction and place of performance shall be – to the extent legally permissible – the registered office of atriga.