

BE PAID LIMITED

Professional Debtor Management Services

Debt Collection Terms of Engagement

We appoint Be Paid Limited and its agents to collect any debts referred by us.

We acknowledge that Be Paid Ltd will take the most appropriate and efficient means of recovery considering their knowledge of the debtor, circumstances and type of debt.

When we refer a debt to Be Paid Limited, we will stop all other collection efforts on that account and stop credit.

We authorise Be Paid Ltd to complete any necessary credit checks as may be required to collect the referred debt.

If our terms of trade allow costs to be recovered from the debtor, there should be no cost to us on collection **except** for the **initial filing fee** (currently \$57.50 per debt) and any pre-authorized third party costs. This initial filing fee will be added to the debt being recovered and will be refunded to you upon collection.

We will advise if we have direct contact with the debtor after referral, if we become aware the debt is disputed, if we agree settlement or it is paid to us in full. If the debt is disputed and cannot be resolved by Be Paid Limited, we will pay a minimum fee plus any costs (including time spent) incurred by Be Paid Limited.

All data provided by us is accurate and balances reflect legitimate, enforceable obligations of the debtor. If insufficient information is provided and tracing is required, we will pay the current minimum fee and any time costs and third party search costs incurred.

Once an account is placed, commission is due if Be Paid Limited collects, finds the bill was paid previously or resolves the account or we decide to write off the account. We agree to report all payments, bankruptcy notices and any and all communications from the debtor or any other third party.

If a Liquidator or Receiver reclaims money that has been collected by Be Paid Ltd, we agree that Be Paid Ltd is acting as a service provider and upon our instructions and is entitled to payment of collection commission, fees and disbursements which shall be retained.

We indemnify Be Paid Ltd in addition to, but not in derogation from any other indemnity given by us (Including any indemnity for all costs, damages, losses incurred by or action taken against Be Paid Ltd in defence of any proceeding on a solicitor / client basis arising out all of the information provided to Be Paid Ltd, whether in writing, orally, in electronic format, or any other format). It is agreed, for the purposes of this clause Be Paid Ltd shall include Be Paid Ltd's servants, agents, employees, contractors and any professional advisors retained by Be Paid Ltd.

No third-party collection agency will be involved without our consent, but if authorised, we agree that we remain responsible for all third-party collection costs. We agree to pay any commission or other costs owed upon receipt of your monthly statement. If we do not pay such account, we agree to pay all recovery costs.

We agree that these terms cover all debts referred by us to Be Paid Limited.

Signed: /...../.....

For :

Fax back to 03 453 4093 or email to Be Paid Limited™© – stella@bepaid.co.nz