

STA INTERNATIONAL SERVICE AGREEMENT:

The Client hereby requests STA International provide in consideration of the Applicable Charges the Applicable Collection services below in relation to Referred Debts and STA International hereby agrees to render such Services upon and subject to the Terms and Conditions overleaf. By agreeing with these terms The Client hereby confirms it is a policyholder of Nexus Trade Credit.

Dated: _____

Parties: STA INTERNATIONAL of 3rd Floor, Colman House, King Street, Maidstone, Kent ME14 1DN and THE CLIENT specified below (as defined overleaf)

THE CLIENT DETAILS:

Client Name: _____ Trading as: _____

Day to day contact: _____ Position: _____

Client Address: _____

Postcode: _____ Nexus Trade Credit Policy #: _____

Telephone #: _____ Fax #: _____

Email Address: _____ Web Address: _____

APPLICABLE COLLECTION SERVICES & APPLICABLE CHARGES:

UK & IRELAND DEBTS

	Rate
Principal THE CLIENT pays STA commission	5%
Principal Plus THE DEBTOR pays STA commission	0%*

*CONDITIONS: The STA commission is payable by THE CLIENT in the event that; you change the amount outstanding after placement or; you accept full-and-final settlement equal to or less than the amount placed or; you reject STA funded legal action to recover our commission from your debtor. See clause 6.3 overleaf.

INTERNATIONAL DEBTS

	Rate
Western Europe	8%*
R.O.W.	12%*

* Rate applies to debts collected by STA from the UK. When STA recommends to THE CLIENT use of an international agent, STA will seek THE CLIENT approval for transfer of the debt and the increased commission rate to be charged.

THE CLIENT BANK ACCOUNT DETAILS:

Please provide the following information so that we can remit collected funds to you via BACS

Account Name: _____

Sort Code: _____ Account No: _____

NOTE: Your attention is drawn to our terms and conditions overleaf which form part of this Service Agreement

Signed for and on behalf of **THE CLIENT:**

Signed for and on behalf of **STA INTERNATIONAL:**

AUTHORISED SIGNATORY

Full Name _____

Position _____

AUTHORISED SIGNATORY

Full Name _____

Position _____

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TERMS AND CONDITIONS

1. DEFINITIONS

In these terms and conditions (herein called "the Conditions"):

"STA International" means STA International Limited and any of its shareholders from time to time;

"The Client" means the client of STA International whose name and other details are set out overleaf;

"Debt Information" means in relation to a Referred Debt such information as is reasonably necessary to prove the existence of the Referred Debt e.g. copy invoice and correspondence;

"Full Debt Collection Service" also called "Principal" means the debt collection service referred to and described as such in our promotional literature from time to time (including our website www.stainternational.com);

"Principal Plus" means we will recover our commission from your UK commercial debtor subject to clause 6.3;

"Legal Services" means the debt collection service referred to and described as such in our promotional literature from time to time (including our website www.stainternational.com);

The "Applicable Collection Service" means the Full Debt Collection Service and the Legal Service (and/or such other debt collection service as may be agreed between us and you from time to time in either relation to specific Referred Debts or types of Referred Debts or generally);

"Collection Agents" means solicitors or other agents of our choice and "Collection Agent" shall be construed accordingly;

"The Applicable Charges" means the commission, fees and other charges payable to us by you for the Applicable Collection Service and set out in the Service Agreement and/or any tariff attached to the Service Agreement (or such other commission fees and charges as may be agreed in writing from time to time) including bank charges (where applicable) and the fees and disbursements of the Collection Agent (if any);

"Service Agreement" means this contract between us and you for the supply of the Applicable Collection Service to which the Conditions apply;

"The Parties" means you and us and "party" shall be construed accordingly;

"Referred Debt" means any debt referred by you and accepted by us in accordance with the Service Agreement and the Conditions;

"Us" and "we" mean STA International;

"You" and "your" mean The Client.

2. OUR AGREEMENT

2.1 The Service Agreement sets out the entire agreement between you and us in relation to the collection of the Referred Debts and supersedes all prior agreements between the parties regarding the subject matter hereof but without prejudice to any rights, which have already accrued to either party.

2.2 No variation of or waiver of or amendment to the Service Agreement shall be binding on us unless agreed in writing by a Director on our behalf.

3. OUR SERVICES

3.1 We shall provide to you the Applicable Collection Service subject to the Conditions.

3.2 You hereby authorise us in our absolute discretion to appoint Collection Agents on your behalf to assist in the collection of Referred Debts. We will always seek your prior approval before transferring any Debt to a Collection Agent. You will not approach any Collection Agent appointed by us except with our prior written consent.

3.3 Notwithstanding Condition 3.2 (and unless otherwise agreed or instructed by you), we will consult with you before the commencement of legal proceedings.

3.4 We will account to you bi-weekly in respect of cleared funds collected by us or any Collection Agent in respect of Referred Debts. We reserve the right to deduct from monies so collected the Applicable Charges.

3.5 The Collection Agents and us are hereby authorised to collect payments in respect of the Referred Debts and to issue receipts in relation thereto.

3.6 We reserve the right to decline to undertake action to collect any Referred Debt or to discontinue any collection of any Referred Debt at any time by giving notice to you.

3.7 We will accept instalment payments of no longer than three (3) months to pay a Referred Debt. Should the debtor want a longer term we shall seek your and/or your Underwriter's approval before proceeding

4. YOUR PROMISES

4.1 You will provide to us at no charge the Debt information and confirm that the Debt Information is true, complete and accurate in all material respects.

4.2 You undertake and agree that without first obtaining our written consent you will not at any time waive or modify the terms of the contract with the debtor which gave rise to the Referred Debt and /or sell assign, transfer or encumber our interest in any Referred Debt and/or make or maintain any form of communication with the debtor.

4.3 You will immediately notify us of any payment received by you, your agents or bankers in respect of any Referred Debt from or on behalf of the debtor or under any policy of insurance.

4.4 You will pay the Applicable Charges to us without deduction or set off and our entitlement will not be affected by any communication you have with the debtor in breach of Clause 4.2

5. WHAT YOU WILL PAY

5.1 You shall pay the Applicable Charges and indemnify and keep us indemnified from and against all court fees (as varied from time to time), fixed costs in relation to solicitors' and/or other Collection Agents' charges on the issue and/or prosecution of legal proceedings (as varied from time to time) and all fees, costs, commission and disbursements and expenses of any Collection Agent appointed pursuant to Condition 3.2 up to the time of expiry or termination of the Service Agreement (including the service of any notice pursuant to Clause 3.6)

5.2 We and/or any Collection Agent shall be entitled to commission comprised in the Applicable Charges on all payments in respect of a Referred Debt notwithstanding that those payments are :

5.2.1 made to us, the Collection Agent, you, your agent or bankers; and/or

5.2.2 made by the debtor, any person on the debtor's behalf or under any policy of insurance; and

5.2.3 received after the date of referral of a Referred Debt to us or within a period of six months after expiry or termination of the Service Agreement or after our discontinuance of collection of that Referred Debt pursuant to Condition 3.6; or

5.2.4 received at any time prior to the date of referral of a Referred Debt to us in circumstances where the payment was not identified (for whatever reason) until after the date of referral of the Referred Debt to us.

5.3 Where you accept goods and/or services in lieu of cash, agree to issue a credit note, a contra or write off in respect of any Referred Debt then you shall be deemed for the purposes of the Service Agreement to have received payment from the debtor of an amount equal to either the amount credited to the debtor's account in respect of those goods and/or services or (as the case may be) the amount of the credit note, contra or write off.

6. WHEN YOU WILL PAY

6.1 All sums payable under the Service Agreement are exclusive of Value Added Tax and other duties or taxes and (where applicable) shall be payable at the rate prevailing from time to time.

6.2 Payment of all amounts referred to in the Conditions shall be due within 30 days of the date of our invoice and shall be paid in full by you without deduction or set-off. Time for payment shall be of the essence of the Service Agreement.

6.3 For Principal Plus we will recover our commission from your UK commercial debtor except when: you change the amount outstanding after placement; or you accept full-and-final settlement equal to or less than the amount placed; or you reject STA funded legal action to recover our commission from your debtor. Any one of these make you responsible for paying our commission.

7. OUR LIABILITY

7.1 We shall not be liable for any failure in the performance of any of our obligations under the Service Agreement arising from circumstances of whatever kind outside our control. No liability shall accrue to us for any gains or losses to you resulting from changes in rates of exchange or blockages or changes in convertibility of foreign currency.

7.2 Where any matter gives rise to a claim against us our liability shall be limited:

7.2.1 in respect of matters where we are able to obtain insurance cover, to the sum we are able to obtain from insurers; and

7.2.2 in respect of other matters, to a sum equal to the Applicable Charges referable to the Referred Debt(s) concerned.

7.3 We shall not be liable in respect of any loss of business, profit or contract nor for any consequential loss by you nor any loss other than your direct loss. Provided that nothing in these Conditions shall serve to limit or exclude our liability for death or personal injury caused by our negligence.

8. ENDING THE AGREEMENT

8.1 Without prejudice to Condition 3.6 The Parties may terminate the Service Agreement at any time by giving not less than 14 days prior written notice to you.

8.2 A waiver by us of a breach of the same or any provision of the Service Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.

8.3 The rights to terminate the Service Agreement given by this Condition 8 shall be without prejudice to any other right or remedy of ours in respect of any breach of the Service Agreement by you and without prejudice to any right expressed to survive termination or expiry.

8.4 Neither party shall be under any liability to the other in respect of any failure to carry out or delay in carrying out any of its obligations under the Service Agreement attributable to any cause of whatever nature outside its reasonable control.

9. NOTICES

Any notice to be served on either of the parties by the other shall be in writing (except notice pursuant to Condition 3.6) and shall be sent by prepaid recorded delivery or registered post or by facsimile transmission and shall be deemed to

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have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission to the correct facsimile number of the addressee.

10. GENERAL

- 10.1 You agree that we shall be entitled to enter any information or knowledge derived in the course of providing the Applicable Collection Service excluding your identity as creditor but including (without limitation) the amount of Referred Debts and the identities of the debtors concerned in our records and databases, for use by us.
- 10.2 If you comprises more than one person or entity all agreements on their part shall be joint and several and the neuter or singular gender throughout the Service Agreement shall include all genders and the plural and the successor in title to the parities.
- 10.3 The Service Agreement shall be governed by and interpreted in accordance with the laws of England and you submit and consent to the exclusive jurisdiction of the English Courts in all matters regarding the Service Agreement.
- 10.4 Headings are included for ease of reference only and shall not affect the interpretation of these Conditions.

11. DATA PROTECTION

- 11.1 Words and expressions defined in the Data Protection Legislation and used in this clause 11 shall have the same meanings in this clause and "Client Personal Data" shall mean any Personal Data owned or controlled by the Client.
- 11.2 Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 11.3 The Parties agree that, for the purposes of the Data Protection Legislation and this Agreement in respect of the Client Personal Data, the Client shall be a Data Controller and the Supplier shall be a Data Processor of the Client. Schedule 1 to this Agreement sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 11.4 Without prejudice to the generality of clause 11.2, the Client will ensure that it has all necessary appropriate notices in place to enable lawful transfer of the Client Personal Data to the Supplier for the duration and purposes of this Agreement.
- 11.5 Without prejudice to the generality of clause 11.2 the Supplier shall, in relation to any Client Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement, process that Client Personal Data:
 - 11.5.1 only for the purpose of providing the Services in accordance with the provisions of the Agreement; and
 - 11.5.2 only on the written instructions of the Client unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (Applicable Laws). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Client Personal Data, the Supplier shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Client.
- 11.6 Notwithstanding the provisions of clause 11.5, the Parties shall co-operate to use Client Personal Data to create a single customer view and the Parties acknowledge and agree that such co-operation supports their respective Treating Customers Fairly policy.
- 11.7 The Supplier shall:
 - 11.7.1 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Client Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Client Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it); and
 - 11.7.2 notify the Client without undue delay [and in any event within 48 hours] of becoming aware of a Client Personal Data breach.
- 11.8 The Supplier shall, in relation to any Client Personal Data processed by the Supplier in connection with this Agreement, co-operate with and assist the Client, as far as is reasonable and at the Client's cost:
 - 11.8.1 in responding to and complying with any request from a Data Subject;
 - 11.8.2 in dealing with any enquiry made, or investigation or assessment of processing initiated by, the Information Commissioner and/or any other relevant supervisory authority or regulator; and
 - 11.8.3 in ensuring compliance with the Client's obligations under the Data Protection Legislation with respect to security, breach notifications (to the Information Commissioner and/or any other relevant supervisory authority or regulator and/or the data subject), and data protection impact assessments (including prior consultation with the Information Commissioner and/or any other relevant supervisory authority or regulator).
- 11.9 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 (including the information set out in Schedule 1 to this Agreement) and shall allow for audits, including inspections, by the Client or the Client's designated auditors in relation to the processing of Client Personal Data under this Agreement. The Client undertaking any audit or inspection shall give the Supplier reasonable notice of any audit or inspection to be conducted under this clause and

shall make, and procure that its designated auditors make, reasonable endeavours to avoid causing (or if it cannot avoid, to minimise) any damage, injury or disruption to the Supplier's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection.

- 11.10 All Client Personal Data processed by the Supplier shall belong to the Client. The Supplier shall, on request, provide the Client with copies of Client Personal Data. On termination of this Agreement the Supplier shall, at the absolute discretion of the Client and upon its written request, either transfer all Client Personal Data to the Client or delete all Client Personal Data without keeping any copies (except to the extent and for the period required by Applicable Laws). The Parties acknowledge and agree that the Supplier will need to retain a single copy of the Client Personal Data for a period of six years from the termination of this Agreement for legal purposes provided always that the Supplier shall ensure the confidentiality of such data and shall ensure that such data is only processed as necessary for such purposes requiring its storage and for no other purpose.
- 11.11 For the avoidance of doubt the Supplier sub-contractors referred to in Schedule 2 are approved by the Client for use in relation to the performance by the Supplier of this Agreement.
- 11.12 The Supplier may continue to use those third-party processors already engaged by the Supplier as at the date of this Agreement, subject to the Supplier in each case as soon as practicable meeting the obligations set out in clause 11.13.
- 11.13 Where the Client approves the appointment of a third party processor the Supplier shall enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in clause 11 of this Agreement and the written agreement shall terminate automatically on termination of this Agreement for any reason. The Supplier shall be fully responsible for all acts or omissions of any third party processor appointed by it pursuant to this clause 11 as if the act or omission was that of the Supplier.
- 11.14 Either Party may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

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SCHEDULE 1

Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the processing	STA International processes data for the provision of debt collection services, including trace and legal services.
Duration of the processing	Processing activities are ongoing until outstanding amounts are fully paid, written off and retention policy has expired.
Nature and purposes of the processing	Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction for the purposes of tracing debtors and recovering monies due to the Client. STA International shall be the processor where it is processing personal data for the purpose of recovering debts owed to the Client.
Type of Personal Data	The categories of Personal Data include but are not limited to: <ul style="list-style-type: none">• Name• Date of Birth• Home and/or Business Address(es)• Email addresses• Telephone Numbers• Financial Information• Invoices relating to the unpaid debt• Correspondence and records relating to the unpaid debt• Special Category Data (i.e. health/medical information)
Categories of Data Subject	Client's customers, client's employees and a variety of Businesses and their representatives
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Closed files data is archived for 6 years from closure date to fulfil our legal obligations and legitimate interests. After 6 years, closed cases are deleted and certificate of destruction can be issued on request.

SCHEDULE 2

Approved Suppliers

The following suppliers have been approved by the Client for use by the Supplier in the provision of the Services in accordance with clause 11.11

IT provider: Redinet Ltd (1 Stanley Rd, Bromley BR2 9JE – 020 8249 7000)

Mailing services: Ricoh UK Ltd (Ricoch House, 800 Pavilion Drive, Northampton, NN4 7YL – 01604 814900)

Telephone Solution Provider: Trivoni Software Ltd (69 Windsor Road, Prestwich, Manchester, M25 0BD – 0330 159 6570)