

## TERMS AND CONDITIONS RELATING TO THE USE OF SCORE DM PTY LTD

(2 Pages)

BETWEEN SCORE DM PTY LTD ABN 55113230247 Herein referred to as SDM  
& The Client (The individual/s, Company or Business and its listed directors or proprietors)

1. The client engages SDM to act on their behalf in relation to debt recovery or related matters as requested.
2. The client authorises SDM to engage its solicitors or agents as necessary and agrees to use those representatives
3. This agreement shall remain valid until either party provides 30 days written notice by registered mail to the other party at their business address or registered office. The agreement shall terminate 30 days from receipt of the advice.
4. The client agrees that the rate selected shall apply to all debts placed with SDM. The client agrees that payment of the Annual Subscription, Handling fees and Ancillary Fees shall always be due and is not conditional on the results of any debt collection process.
5. The client agrees that it shall pay annual renewals of any annual subscription unless it has exercised clause 3.
6. The client warrants that all information it provides to SDM is totally accurate, true and lawful.
7. The client confirms that where they instruct SDM to collect the fees and charges of a collection matter that the client holds a signed written agreement with the debtor authorising this.
8. If clause 3 is executed or the client otherwise withdraws a file then the following shall apply;
  - a. SDM and its solicitors or agents shall immediately cease action on all debts
  - b. The client must inform all debtors that they must redirect any payments or instalments to them
  - c. There shall be no refund of any fees including subscriptions
  - d. All files shall remain the property of SDM until all SDM Invoices have been fully paid
9. The client must advise SDM immediately of any contact with or payment from a debtor or their representatives. This shall include the notice period if clause 3 is executed.
10. Commission will apply in all of the following circumstances from the time SDM creates a new debt on its systems;
  - a. On all payments received by SDM, its agents or representatives at any time with no exclusions. This shall include payments at any time after the execution of clause 3 by the client; and also on any files otherwise withdrawn.
  - b. On all payments received by the client, its agents or representatives during the term of this agreement and for 60 days after the withdrawal of any file (including when clause 3 is executed by the client).
  - c. On any withdrawal of a debt by the client where legal action exists, or where the debtor has entered into a repayment arrangement by instalments, or promised payment to either SDM or the client (even if the promised payments have not been received). Commission shall apply immediately as if the debt were paid in full.
  - d. Where goods are returned or contra arrangements exist. Commission applies as if the debt were paid in full.
  - e. Where the client raises a credit note against the debt. Commission will apply on the value of the credit.
  - f. Where a client withdraws a file claiming it should never have been placed; or was paid on or prior to placement with SDM. Commission shall apply on the full sum of the debt where SDM deems so.
11. Minimum commissions outlined in the proposal are applied to the value of each payment received.
12. A minimum commission of 12.5% applies to all debts in Northern Territory or Tasmania but only where legal action has been issued in those states. Normal commission otherwise applies.
13. SDM shall continue all collection efforts without referral to the client except for any action that requires the payment of a fee (except for commission, joining fee, handling fees, age fees, subscriptions, letter or telephone fees, on-line location fees or new address fees – these fees may be billed to the client without referral to the them).
14. SDM shall not commence legal action against a debtor without client approval, such approval may be verbal.
15. SDM shall always have the right to close any file for any reason at any time without notice to the client.
16. SDM shall always retain the right to contact any client's debtor at any time; even after file closure.
17. SDM statements to clients must be paid within 14 days. An administration fee shall apply on all overdue accounts. The fee shall equate to an interest calculation under the Penalty Interest Rates Act 1983 or \$10.00 whichever is the greater.
18. Any overseas client must remit payment to SDM in Australian Dollars in full. Any shortfall due to currency fluctuations and any bank fees incurred by SDM shall be the responsibility of the client.
19. SDM, its agents or solicitors shall have the right without notice to the client to cease action (including legal action) and/or close files if SDM's statement of account is overdue. File reinstatement shall be solely at the discretion of SDM.
20. SDM shall have the right to deduct any money owed to it by the client from any money it holds on behalf of the client. This clause may be overturned with the permission of SDM but will unconditionally apply if the clients account is overdue.
21. SDM shall have the right to increase annually its handling fees, subscriptions and other charges by the National CPI percentage. SDM shall have the right to increase its fees at any time where there has been an increase in the 'out-of-pocket' fees by an SDM supplier. All fee increases may be rounded up to the nearest \$1.00.
22. SDM shall have the right to request pre-payment of any fees at any time for any reason.
23. Jurisdiction for this agreement shall always be in the state of Victoria Australia.
24. The client agrees that receipt of this agreement by SDM by internet application, or internet acceptance tick, or by facsimile or by email shall at all times constitute a legally binding agreement on it and any court or tribunal.
25. A proprietor or director of the client, or any unauthorised person who enters into this agreement, shall be liable jointly and severally with the client for payment of all money due to SDM, its agents or solicitors.
26. SDM will have the right to bank funds it receives from debtors into its "Score Client Funds" account and may instruct debtors to directly pay into that account or to SDM by any other means.
27. The client provides SDM with an on-going and irrevocable authority to endorse payments SDM receives that are made payable to the client, so that SDM may then deposit those funds into the SDM account nominated in the clause above.

28. The client and its owners or directors indemnify SDM in respect of any and all demands, claims, actions, proceedings, suits or court rulings brought against SDM, whether in law or equity, with respect to this agreement.
29. If any clause or part clause of this agreement is deemed invalid or unlawful the balance of the agreement shall still be deemed as lawful and to hold full effect.
30. The client gives authority for SDM to undertake credit inquiries on it with any credit reporting agencies and to obtain or provide personal and company information to or from other credit providers.
31. The client agrees they will be responsible for all costs associated with the collection of any overdue account owed to SDM.
32. The FN facility & 'no addition of fees' will automatically be applied if no selection is provided by the client when entering into this agreement with SDM.