

AKTIVA Gesellschaft für Kreditorenschutz und Factoring mbH, Am Kämpchen 5 – 7, 42781 Haan, is commissioned to collect non-titled and titled claims in Germany and abroad. AKTIVA is granted a General Power of Attorney for all measures of any kind that are undertaken for direct or indirect recovery of the outstanding claims. The General Power of Attorney extends to all instances and covers ancillary and subsequent proceedings of all kinds (e.g. attachment and interim injunction, cost assessment, compulsory execution, intervention, compulsory foreclosure, compulsory administration, deposit and insolvency proceedings as well as measures for compulsory execution at a later date).

The General Power of Attorney includes in particular the authorisation to

- effect and receive service,
- transfer all or part of this power of attorney to third parties (*sub-authorisation*),
- seek, withdraw or waive legal remedies,
- settle the legal dispute or out-of-court negotiations by means of a settlement, waiver or acknowledgement,
- take possession of money, valuables and documents, including in particular the subject matter of the dispute and the amounts paid and reimbursed by opposing parties, by the court cashier or by other bodies (*authorisation to receive payments*),
- inspect records,
- file or take possession of applications,
- cancel or establish contractual relationships,
- submit and take possession of unilateral declarations of intent
- carry out subsequent enforcements at a later date,
- conclude and monitor agreements on partial payments and deferrals,
- conduct out-of-court and court proceedings,
- commission bailiffs and
- submit original titles to debtors or challenge original titles and enforcement documents vis-à-vis third parties (e.g. lawyers, authorities).

All measures are at the discretion of AKTIVA.

The General Power of Attorney applies to all current and future debt collection mandates.

The General Power of Attorney is issued subject to recognition of the Terms and Conditions of 1 July 2022.

The Party shall be liable for possible claims for damages by the Counterparty and for the fees and expenses incurred by AKTIVA and/or subcontracted third parties if an unjustified or even 'fictitious' claim is assigned.

Where the Party cancels a current debt collection order on its own initiative without the agreement of AKTIVA, it shall be liable for the fees and expenses of AKTIVA and/or subcontracted third parties.

The Party shall be liable for costs incurred due to late payment or performance notification.

The Party shall be liable for the part of the ancillary claim for which it has granted a waiver to the Counterparty, unless the waiver was declared with the consent of AKTIVA.