

AKTIVA Gesellschaft für Kreditorenschutz und Factoring mbH (AKTIVA) operates as a legal service provider on behalf of its clients (party) in the collection of unenforced receivables from debtors (counterparty) whose place of residence or business is in Germany and Austria.

A BASIC package

In addition to many other benefits, AKTIVA offers parties a **BASIC** package that only includes out-of-court activities and is therefore particularly suitable for smaller and micro-claims. AKTIVA processes the collection mandate at no cost to the party if the counterparty fails to make payment.

B CLASSIC package

AKTIVA offers parties a **CLASSIC** package as the chances of processing a debt collection mandate successfully increase significantly if legal action is also initiated. However, court action also comes with risks if the counterparty still does not settle the payment: fees and expenses incurred by AKTIVA and subcontracted third parties, costs for the judicial dunning procedure and, last but not least, the costs for numerous options for compulsory enforcement against movables, immovables and counterparty receivables – almost always in connection with statements of assets, evaluations of the lists of assets, prohibitions of trading activities, pre-seizures, interdictions of payment, seizure and transfer orders against third-party debtors, arrest warrants and much more. AKTIVA takes these risks to the party into account as follows:

B1: The party can set a discretionary limit above which its main receivables should also be asserted in court (at least EUR 50.00) and therefore has full control over all processes, checks and costs from the outset.

B2: The **AKTIVA Debtor Check** usually delivers an evidence-based foundation for the decision on whether it is economically purposeful to process the debt collection mandate through the courts. The party alone decides on whether a receivable should be asserted in court if material 'negative characteristics' apply to the counterparty. Costs can only be incurred if the party decides to assert the receivable through the courts. If, as expected, the other party does not make a payment and/or contests/objects to the receivable, the costs for the party amount to:

EUR 30.00 flat fee plus VAT and the actual expenses for the judicial dunning procedure.

B3: Asserting the receivable through the courts suspends the statute of limitations and secures it for 30 years. AKTIVA continuously monitors enforcement. The debt collection mandate may therefore be brought to a successful conclusion even years later.

B4: If compulsory execution does not produce the desired outcome despite a positive **AKTIVA Debtor Check**, AKTIVA offers the party a reliable calculation basis with its total flat fee. Total costs, including the fees and expenses of subcontracted third parties as well as all court costs for the judicial dunning procedure and subsequent enforcement, are capped as follows if the counterparty does not make any payment at all:

Main receivable			Total flat fee		
Up to	EUR	150.00	EUR	69.00	plus VAT
Up to	EUR	250.00	EUR	99.00	plus VAT
Up to	EUR	500.00	EUR	159.00	plus VAT
Up to	EUR	750.00	EUR	249.00	plus VAT
Up to	EUR	1,000.00	EUR	339.00	plus VAT
Up to	EUR	10,000.00	EUR	429.00	plus VAT
Above	EUR	10,000.00	On demand		

B5: The double **AKTIVA Fairness Guarantee** applies additionally: Partial payments by the counterparty are deducted from the total flat fee. The total flat fees above include VAT if the party is not entitled to deduct input tax.

B DYNAMIC package

The **DYNAMIC** package is the suitable option if the party wishes to significantly increase the chances of collection by asserting the debt collection mandate through the courts, but without incurring a total flat fee if the process does not lead to the envisaged success. All costs are borne by AKTIVA if the counterparty fails to make payment. AKTIVA is entitled to an additional commission in the event of successful collection. In this case, the costs for the party amount to:

Main receivable			Collection commission
Up to	EUR	150.00	50% (at least EUR 50.00)
Up to	EUR	250.00	50%
Up to	EUR	500.00	25%
Up to	EUR	750.00	20%
Up to	EUR	1,000.00	15%
Above	EUR	1,000.00	10%