



TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. "We", "us" and "our" mean Stellar Collections Limited ("Stellar"). "You" and "your" mean the Client. "Service" and "Services" include Stellar's debt collection, and associated services requested by you from time to time.

2. APPOINTMENT OF STELLAR

- 2.1. You appoint us to act as your agent to provide the Services in accordance with these terms and conditions, and we accept the appointment.

3. OUR OBLIGATIONS

STELLAR will:

- 3.1. Provide the Services requested promptly and report to you on progress as requested by you.
- 3.2. Instruct, at the cost of the Client, such other persons as is necessary to assist in carrying out its obligation to recover and secure the debt(s), including any barrister, solicitor or field service agent as may be necessary to assist, where instructed, in providing the Services.
- 3.3. Seek instructions from the Client before accepting any offer for payment of a debt where the offer is less than the full amount of the debt except in the circumstances it is not reasonably practical to obtain your authority.
- 3.4. Do such other things as may be necessary to execute any judgment obtained against the debt(s).
- 3.5. Promptly deposit all monies received on behalf of the Client in the Stellar Trust Account and except as otherwise agreed with the Client, account for the same to the Client on a monthly basis after deducting all commissions, fees and disbursements (including GST thereon).

4. OBLIGATIONS & WARRANTIES OF THE CLIENT

The Client warrants to Stellar that:

- 4.1. All debt(s) referred to us for collection are, at the time of referral, due, owing and payable by the Debtor to the Client.
- 4.2. In issuing any instruction to Stellar, the instructing person confirms that they are duly authorised to issue such instructions on behalf of the organisation that they represent.

The Client will:

- 4.3. Give Stellar clear written instructions in respect of each Service requested. If the Client gives oral instructions at any time, the Client will confirm such instructions in writing at the earliest opportunity.
- 4.4. When you issue any instruction for the performance of a Service, you will also provide us with all relevant information concerning the debt(s), including documentation and other material supporting and relating to the debt(s).
- 4.5. You authorise Stellar to use the information for any proper purpose and undertake to Stellar that reasonable steps have been taken to advise the debtors that delinquent debt(s) would be referred to a debt collection company.
- 4.6. You will inform us immediately if you become aware of any change to any information you have provided to us, or any changes of the Client's address, contact phone numbers, or any communication between the Client and debtor.
- 4.7. You will immediately notify us of any payment paid direct to you or other reduction of debt. No arrangement will be made between you or the debtor without first notifying Stellar to ascertain any existing arrangement or special circumstances relating to the debtor.

5. PAYMENT OF COMMISSION, FEES & DISBURSEMENTS

- 5.1. You will pay our commission, disbursements, fees and other charges at our rates as set and/or agreed from time to time, and will in addition pay to us any GST payable in accordance with the Goods and Services Tax Act 1985 in respect of goods and services provided by us.
- 5.2. Commission is payable on any payment by or on behalf of a debtor, or on any credit raised, goods returned or contra issued by you in settlement or reduction of a debt.
- 5.3. Except where prior arrangements have been made, Stellar may deduct its respective commissions, fees, disbursements and GST (if any applicable) out of monies collected on behalf of the Client.
- 5.4. Where commissions, fees, disbursements and GST (if applicable) are not deducted out of monies collected on behalf of the Client, the Client shall pay all invoices issued for commissions, fees, disbursements and GST (if applicable) 14 days following the date of the invoice. If payment is not made on the due date for payment specified here, the Client shall pay interest on the balance outstanding at 2% per month (compounding monthly) on the balance of

the invoice outstanding from the due date for payment to the date on which the amount is paid. You will be liable for all costs we incur as a result of your failure to pay on time, including debt collection costs and the costs of legal action including lawyers' costs on a solicitor client basis. Furthermore, details of the account may be referred to a credit reference agency.

- 5.5. You acknowledge that our payment to you may be based on uncleared funds and you agree that if any such funds are dishonoured, you will immediately refund the amount of our payment to us on request. The Client also acknowledges that the trust account will be interest bearing and that any interest shall accrue to the benefit of Stellar. Stellar will be responsible for all bank fees, government taxes and duties arising from the operation of the trust account.

6. PRIVACY ACT

- 6.1. The Client warrants to Stellar that all information concerning Debtor(s) has been collected, obtained, used and disclosed in accordance with The Privacy Act 1993 and the Credit Report Privacy Code 2004.

7. INDEMNITIES & EXCLUSION OF LIABILITY

- 7.1. The Client agrees to defend, indemnify and hold harmless Stellar, its officers, directors, shareholders, employees and agents from and against any and all damage, loss, cost, liability, tax and expense whatsoever (including reasonable barristers and/or solicitors fees, all and any actual court costs and associated fees and expenses and all disbursements) incurred by Stellar relating to the provision of the Service by Stellar to the Client and/or the supply of information by the Client to Stellar.
- 7.2. The Client acknowledges that the Service provided to it by Stellar may in whole or in part represent or be based on information provided to Stellar from third parties (including private organisations or individuals and/or government agencies or departments), public registers or publicly available information sources. Stellar, its officers, directors, shareholders, employees and agents shall not be responsible for the accuracy of the information provided to it from such third parties, public registers or publicly available information sources. The Client agrees that when acting upon the information it does so entirely at its own risk.
- 7.3. Stellar shall take all care in the preparation of reports provided to the Client under the Service but does not warrant in any way nor does it assume any liability for the accuracy and/or completeness of those reports.
- 7.4. Stellar shall be under no liability to the Client in respect of any loss of any kind suffered by the Client including loss of profits and any indirect consequential or economic loss arising out of or relating to:
- 7.4.1. the provision of the Service to the Client; or
 - 7.4.2. the delay in providing or the failure to provide the Service to the Client.

8. COPYRIGHT ACT 1994

- 8.1. The Service provided to the Client by Stellar may not be reproduced or copied in any form whatsoever without the prior written consent of Stellar. The Service is protected by copyright, all rights reserved.
- 8.2. Nothing in clause 8.1 above shall be deemed to prevent the Client from retaining a printout of any report that the Client may have obtained from Stellar or its electronic on-line information system for the Client's own internal use.

9. TERMINATION

- 9.1. Stellar reserves the right to terminate this agreement and cease all action forthwith at its discretion.
- 9.2. Stellar reserves the right to charge a cancellation fee limited to 5% of the outstanding balance of any debt, if the Client, at any time, terminates or withdraws its collection instructions.
- 9.3. Notwithstanding the termination of this Agreement the Client shall remain liable to pay all outstanding charges owing to Stellar which have been incurred by the Client prior to termination in addition to any penalty interest and collection costs including legal costs on a solicitor/client basis.

10. FORCE MAJEURE

- 10.1. Each party releases the other party from any claim, liability or responsibility under this Agreement concerning the other party's failure or delay under this Agreement where such failure or delay is due to any circumstances whatsoever which is not reasonably within the control of either party (whether actual or contemplated), including but not limited to, any act of God, flood, fire, explosion, earthquake, breakdown of plant, casualty, accident, war, revolution, civil commotion, act of a public enemy, blockage, embargo, injunction, law order, proclamation, regulation, ordinance, demand or other requirement of any government or government subdivision authority or representative or any strike, labour or industrial dispute whether or not either party would be able to influence or procure the settlement thereof.

11. OTHER TERMS

- 11.1. Stellar reserves the right to review its terms and conditions, its rates of commission, fees, and disbursements at any time.
- 11.2. The failure of either Stellar or the Client to enforce any provision of this Agreement at any time shall not operate as a waiver of that provision in respect of the particular act or omission or any other act or omission.
- 11.3. That in issuing any instruction to Stellar the client agrees that they have read, understood and agreed to abide by Stellar's terms and conditions of trade.