



Low Cost Capital

Exchange Overview

Debtors Exchange® provides an unrivalled and unique form of Low Cost Capital specifically for organisations in the micro-medium business sector. The Exchange model is substantially different from any other type of traditional working capital/lending model. A summary of the principal differences is highlighted below:

- ✔ Selling model, as opposed to a lending model
- ✔ No liens & no personal guarantees
- ✔ Low discount rates & no 'face value' charge
- ✔ Access up to 90% of your invoices' value quickly
- ✔ Single Membership fee, regardless of volume
- ✔ Payment terms can be greater than 90 days
- ✔ Not required to sell all invoices/entire 'book'
- ✔ No long term contract & leave at any time
- ✔ No 'Debtor Concentration' (i.e. no maximum value per Debtor)
- ✔ Block trading & trade automation are possible
- ✔ No retrospective, refactoring, or review fees
- ✔ Simple, streamlined online reporting

Grow Your Business

If accessing your working capital quickly and easily is essential to growing your business, then Debtors Exchange® can help you access the capital 'locked' in your invoices now. We convert your invoices into Exchange Traded Receivables [ETR] for sale on the Exchange. ETR offer the best Low Cost Capital and most efficient cash flow solution in the market today.

Your Way

Debtors Exchange® Low Cost Capital uses a unique purchasing/true sale, legal assignment model. You are not borrowing money, you are selling your invoices/ETR. Selling your invoices/ETR dispenses with the onerous requirements associated with traditional lending. As a Member of the Exchange, you only sell what's needed to meet your capital requirements.

Take Control Now

Take control of your cash flow today and apply for Membership by email using the enclosed form. Priority applications can be processed by telephone or online:

www.debtorsxchange.com/enquiry

Telephone: 01 799-5499

origintator@debtorsxchange.com

IMPORTANT NOTE:- The Exchange is a fast moving, liquid market that operates on a 'first come, first served' basis. Membership **offers expire within 72 hours** from time of issue.

Low Cost
Capital
Negotiated
Rates

Originator Application Form

Registered Office	Primary Trading Bank Details
*Address Line 1 <input style="width: 95%;" type="text"/>	*Account Name <input style="width: 95%;" type="text"/>
Address Line 2 <input style="width: 95%;" type="text"/>	*Address Line 1 <input style="width: 95%;" type="text"/>
*City/Town <input style="width: 95%;" type="text"/>	Address Line 2 <input style="width: 95%;" type="text"/>
*Post Code <input style="width: 95%;" type="text"/>	*City / Town <input style="width: 95%;" type="text"/>
Area/Country <input style="width: 95%;" type="text"/>	*Bank Account Number <input style="width: 95%;" type="text"/>
* Phone Number <input style="width: 25%;" type="text"/> <input style="width: 25%;" type="text"/> <input style="width: 50%;" type="text"/>	*Sort Code <input style="width: 25%;" type="text"/> <input style="width: 25%;" type="text"/> <input style="width: 50%;" type="text"/>
Country Area Phone Number	*IBAN Number <input style="width: 95%;" type="text"/>
Fax Number <input style="width: 25%;" type="text"/> <input style="width: 25%;" type="text"/> <input style="width: 50%;" type="text"/>	*SWIFT/BACS Code <input style="width: 95%;" type="text"/>
Country Area Phone Number	Email Address <input style="width: 95%;" type="text"/>
*Email Address <input style="width: 95%;" type="text"/>	

Billing Practices & Organisation information

*Do your customers make staged payments on contracts, as opposed to single payments? <input type="checkbox"/> Yes <input type="checkbox"/> No	*Formation Year <input type="text"/> Y <input type="text"/> Y <input type="text"/> Y <input type="text"/> Y
*Do you ever invoice on consignment? <input type="checkbox"/> Yes <input type="checkbox"/> No	*Company Number <input style="width: 95%;" type="text"/>
*Do you offer any return rights? <input type="checkbox"/> Yes <input type="checkbox"/> No	*VAT Number <input style="width: 95%;" type="text"/>
*Do you offer any warranties? <input type="checkbox"/> Yes <input type="checkbox"/> No	Website: <input style="width: 95%;" type="text"/>
*Are you using any Accounting Software? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input style="width: 95%;" type="text"/> <i>Enter accounting software vendor & version here</i>

Accounting Information

*Do you purchase credit insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No	Average Invoice Value <input style="width: 25%;" type="text"/> , <input style="width: 25%;" type="text"/> , <input style="width: 25%;" type="text"/> --
*Do you use factoring/ invoice discounting? <input type="checkbox"/> Yes <input type="checkbox"/> No	Standard Payment Terms <input style="width: 25%;" type="text"/> <input style="width: 25%;" type="text"/> Days
Provide full details including any mortgages, liens, assignments or other legal obligations that relate specifically to your organisation's invoices and / or receivables / cash receipts	Current Debtors Ledger Balance <input style="width: 25%;" type="text"/> , <input style="width: 25%;" type="text"/> --
Using your most recent accounts, provide the following	Significant Investments /Assets <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Provide summary information relating to any significant investment that has been made in our organisations or any significant assets the it owns (i.e. that are on the Balance Sheet)</i>
Total Assets <input style="width: 25%;" type="text"/> , <input style="width: 25%;" type="text"/> , <input style="width: 25%;" type="text"/> --	Significant Business Gain <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Summarise any significant gain to your organisation, e.g. new 5-year contract, access to new market(s), accreditation/approval as a supplier, etc</i>
Total Liabilities <input style="width: 25%;" type="text"/> , <input style="width: 25%;" type="text"/> , <input style="width: 25%;" type="text"/> --	Significant Business Loss <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Summarise any significant loss and understand that disclosure mitigates Investor concern whilst non-disclosure heightens concerns on integrity, transparency, etc</i>
Retained Earnings <input style="width: 25%;" type="text"/> , <input style="width: 25%;" type="text"/> , <input style="width: 25%;" type="text"/> --	
Annual Profit <input style="width: 25%;" type="text"/> , <input style="width: 25%;" type="text"/> , <input style="width: 25%;" type="text"/> --	
Equity <input style="width: 25%;" type="text"/> , <input style="width: 25%;" type="text"/> , <input style="width: 25%;" type="text"/> --	
Annual Sales <input style="width: 25%;" type="text"/> , <input style="width: 25%;" type="text"/> , <input style="width: 25%;" type="text"/> --	

Statutory Documentation

Debtors Control Account Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	Bank Ledger(s) Attached <input type="checkbox"/> Yes <input type="checkbox"/> No
Aged Debtors Listing Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	VAT & PAYE Ledgers Attached <input type="checkbox"/> Yes <input type="checkbox"/> No
Recent Profit & Loss Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	Annual Audited Accounts Attached <input type="checkbox"/> Yes <input type="checkbox"/> No
Recent Balance Sheet Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	Recent Management Accounts Attached <input type="checkbox"/> Yes <input type="checkbox"/> No

Application & Agreement Submitted by

I, the undersigned confirm this agreement as documented herein. *Submitted Date / /

Signed for and on behalf of Originator by:-

*Submitter Signature Director/Shareholder <input style="width: 95%;" type="text"/> <i>Authorised signatory only</i>	*Submitter Signature Director/Shareholder <input style="width: 95%;" type="text"/> <i>Second authorised signatory only if required</i>
*Submitter Name <input style="width: 95%;" type="text"/>	*Submitter Name <input style="width: 95%;" type="text"/>

Additional Information on ETR

Overview

Debtors Exchange® operates the Exchange to facilitate the sale and purchase by Members of invoices issued under Contract for the supply of goods and services and such invoices, so offered, are fixed value Exchange Traded Receivables or "ETR".

To facilitate the sale and purchase of ETR, each Member will appoint Debtors Exchange® to act as its agent to select, price and market the Eligible ETR, to document, process and transfer the Purchase Price, and to provide the services necessary to confirm, approve and otherwise verify and document the transaction. Debtors Exchange® also provides certain Exchange Services to Members.

The Master Agreement specifies the process by which a Person may become a Member of the Exchange and the terms and conditions on which Debtors Exchange® will offer access to the Exchange and Exchange Services, which shall be binding on all Members.

The provisions of the Master Agreement apply to the Exchange Services provided by Debtors Exchange® to the Member and the Member's use of the Exchange and the Exchange Services.

Originators

Members of the Exchange that sell invoices are authorised Originators (i.e. they originate invoices payable by the Debtors). Any Originator may offer its Eligible ETR for sale over the Exchange or by Acceptable Means. Each Originator shall be subject to the Originator Terms.

True Sale

In accordance with the Master Agreement, in consideration of the payment of the Purchase Price with respect to each Traded ETR which is the subject of an Accepted Bid, the Originator as legal and beneficial owner assigns absolutely to the Investor on the relevant Purchase Date, all of the Originator's legal and beneficial right, title, interest and benefit (present and future) in, to and under the Receivables Property.

It is the express intent of the Parties, that the sale and purchase of any Traded ETR pursuant to the Master Agreement shall be construed as a true sale of the relevant Receivables Property, with all of the Originator's rights, title and interest (whether legal, equitable or beneficial) therein, by the Originator to the Investor and not a grant of a security interest in any Receivables Property by the Originator to the Investor to secure a debt or other obligation.

Good Title

The Originator has good and marketable legal and beneficial title to such Traded ETR, and upon the sale and purchase of such Traded ETR by Debtors Exchange®, the Originator will assign, and Debtors Exchange® will acquire, a valid and enforceable perfected beneficial interest in each such Traded ETR free and clear of any Adverse Claim.

Purchase Price

In the case of a Managed ETR only, payment of the Reserve to the Originator shall be deferred until, and is conditional upon, the relevant Traded ETR being Settled on or prior to the Maximum Maturity Date. If such Traded ETR is Settled on or prior to the Maximum Maturity Date then the Reserve shall be payable by the Investor upon the Reserve Payment Date.

In the case of a Performance ETR only, payment of the Reserve to the Originator shall be deferred until, and is conditional upon, the relevant Traded ETR being Settled on or prior to the Expected Date. If such Traded ETR is Settled on or prior to the Expected Date then the Reserve shall be payable by the Investor upon the Reserve Payment Date.

In the case of a Revolving ETR only, payment of the Reserve to the Originator shall be deferred until, and is conditional upon, all the relevant Traded ETR being Settled on or prior to the Maximum Maturity Dates. If such Traded ETR are Settled on or prior to the with Maximum Maturity Dates then all Reserves shall be payable by the Investor upon the Reserve Payment Date.

Risk

Each Originator acknowledges that invoices that are not Eligible ETR must be Repurchased and/or replaced with Eligible ETR as determined by Debtors Exchange®, in its sole discretion.

Appointment Duties

- (i) As Negotiation Agent - Debtors Exchange's role will involve, but will not be limited to: (a) assisting the Originator in selecting the ETR to be offered for sale over the Exchange, or by Acceptable Means, by the Originator, (b) assisting the Originator in calculating and setting the Discount Percentage to be applied to the Face Value of ETR offered to arrive at the Offer Price, (c) marketing the ETR and the terms of the Offer to potential Investors; (d) negotiating and agreeing with the Originator on any revised terms of the Offer raised by potential Investors; (e) where authorised, accepting the Investor's Buy Out Price on behalf of the Originator; and (f) listing the ETR for sale on the Exchange and do all that is necessary to facilitate the sale of the Traded ETR; and (g) undertaking all and any actions required to conclude the sale of any Traded ETR and to undertake any dispute resolution in relation to any Traded ETR on the Exchange in accordance with the Master Agreement;
- (ii) As Document Agent - Debtors Exchange's role will involve, but not be limited to: (a) carrying out all necessary due diligence and credit assurance checks on the Investor to ensure there are sufficient funds available to enable the Investor to acquire the ETR; (b) confirming, approving and otherwise verifying that the ETR to be offered for sale over the Exchange, or by Acceptable Means, by the Originator constitutes an Eligible ETR and to document the transaction; (c) notifying the Investor of the details of the Member Payment Account with the Account Bank; (d) calculating, collecting and reconciling the Purchase Price, Reserve and other payments due from the Investor; and (e) documenting the exclusive authoritative record with respect to the ownership of a Traded ETR. Each Originator absolutely, unconditionally and irrevocably agrees that Debtors Exchange's records with respect to Traded ETR over the Exchange shall serve as the single and exclusive authoritative record.



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