PERFORMANCE WORK STATEMENT (PWS)
DATE: March 5, 2026

1.0 INTRODUCTION

This contract is for loan recovery assistance from Dr. Amadeo Julian law firm located in Santo Domingo, Dominican Republic, to collect a debt of [redacted] – EXIM Bank Claim No. I200678 under its insurance program, in this case from the obligor [redacted]

The Contractor shall provide all personnel, equipment, supplies, postage, facilities, transportation, tools, materials, travel, supervision, and other items and non-personal services necessary to perform **loan recovery Services** as defined in this Performance Work Statement except for those items specified as Government furnished property and services.

2.0 BACKGROUND

(a) The Export-Import Bank of the United States ("EXIM Bank") supports the financing of U.S. goods and services. It assumes credit and country risks the private sector is unable or unwilling to accept. In covering these risks EXIM Bank paid this claim related to claim No. I200678. Upon payment of the claim, it becomes the responsibility of the Asset Recovery Group ("ARG") within the Asset Management Division of EXIM Bank ("AMD") to seek repayment from the debtor and/or guarantors.

(b) Throughout this document the term "recovery officer(s)" will be used. For the purposes of this document, recovery officer(s) refers to the Working Capital and International Recovery Officers, and Managing Director – Recoveries, within ARG.

(c) ARG collects on accounts in three ways:

1. Direct Collection – EXIM Bank officers personally work the collection cases,
2. **Local Attorneys – EXIM Bank signs a contract with a local attorney to work on the collection within certain guidelines from EXIM Bank, and**
3. Collection Contractor – EXIM Bank contracts with a collection firm to handle collections within certain guidelines from EXIM Bank.

****The second collection method is the subject of this Performance Work Statement.**

*****Collection type for each case is at the discretion of the Asset Management Recovery Office.**

3.0 SCOPE

The Contractor shall provide collection services and servicing of above-mentioned defaulted loan which may include borrower negotiations, restructuring, and workout agreements. The Contractor

is already providing loan recovery services, institute legal proceedings, provide credit restructuring serothertake such other actions required to effect recovery for EXIM Bank.

4.0 OBJECTIVES (NATURE OF WORK)

To recover this asset, it could institute legal proceedings and/or provide a credit restructuring related to the claim, involving the debtor and guarantor(s), located in the Dominican Republic.

Desired Outcome: To recover as much of the debt as possible given the debtor's financial circumstance.

Constraints: If the Contractor (i.e., Law Firm) is "debarred" (prohibited from performing legal work) based on local jurisdiction directives, the Contractor shall inform EXIM Bank. EXIM Bank will then take appropriate action which may include termination of the contract.

5.0 APPLICABLE DIRECTIVES

1. EXIM Bank's AMD procedures
2. Industry practices as observed by peer institutions including Federal Agencies, foreign ECAs, and multilateral development banks

6.0 GOVERNMENT FURNISHED INFORMATION OR PROPERTY

EXIM Bank will notify Contractor by email from the COR as to the specifics of each case to be recovered. The email will include the name of the debtor, the claim number, the buyer debt, the claim amount, and the date the claim was paid.

7.0 SPECIFIC REQUIREMENTS/TASKS

Task Introduction:

This contract will cover EXIM Bank Claim No. I200678, assigned to the Dr. Amadeo Julian law firm for recovery.

Contractor should analyze the specifics of the case, consider recovery strategies, and implement actions based on the potential recoveries and risks with the aim of maximizing collections on behalf of the EXIM Bank.

There will be one contingency fee of [redacted] on actual cash applicable for this assigned case, and it remains the same throughout the life of that case. And a capped non-administrative – legal costs - [redacted]

Contractor will instruct debtor to remit recovered funds directly to EXIM designated accounts. In the event the Contractor receives directly recovered funds, the Contractor shall remit the funds in their entirety (without deduction of expenses or collection fee) promptly to EXIM's designated account.

EXIM Bank reserves the right to cease work on any particular case in the event that:

1. EXIM Bank determines the Contractor's work is unsatisfactory.
2. The Contractor requests release from the Case
3. It is determined to be in the best interest of the Government.

Task 1 – The Contractor shall provide Case Analysis/Due Diligence in the Dominican Republic:

a. The Government will send a copy of the claim collection file via email.
b. The Contractor shall perform due diligence and analyze the specifics of the case, consider recovery strategies and recommende actions based on the potential recoveries and risks with the aim of maximizing collections on behalf of EXIM Bank.
c. The Contractor has ensured there is no conflict of interest between the firm and the debtor. No work shall be completed by vendors in the event a conflict of interest arises.
d. The Contractor will conduct preliminary research /evaluation of the case, including, but not limited to, asset search, credit analysis and legal actions registered against the obligor.
e. The Contractor shall submit invoicing on legal court costs for this Task 1 effort no earlier than submission of due diligence report.

Task 2 – The Contractor shall recover Defaulted Debt per Contingency Fee Basis

a. The Contractor shall attempt extrajudicial collection of the debt within 10 business days of the Recovery Officer's authorization to proceed and report the results of such attempts to the Recoveries Group, Asset Management Division.
b. The Contractor shall provide a written brief (preferably in English) via email to EXIM Bank's COR on a frequent basis, at a minimum on a quarterly basis for active cases. The reports should discuss the life cycle of the cases and enable the COR to understand the particular situations surrounding the progress of the case. The COR will also monitor the work of the Contractor through periodic site trips.
c. The Contractor shall provide a Collected Funds report not later than fifteen (15) calendar days after notifying COR notification of incoming funds and identify fee to be received based on percentage of all monies actually collected in accordance with the Assignment email.
d. Contractor understands compensation for Task 2 services is limited to the negotiated contingency fee percentage of [redacted]. Legal court costs maximum -[redacted]. No expenses will be reimbursed unless approved by COR. These expenses are to be determined on a case-by-case basis.

Task 3 – The Contractor shall conduct Litigation

a. Prior to legal action and incurring related costs, the Contractor must request and obtain in writing the approval from the Recoveries Group, Asset Management Division and EXIM Bank's Office of the General Counsel through the Litigation Request Form (See Attachment A). Duly authorized, the Contractor can then file legal proceedings against the Debtor [and the Guarantors].
b. The Contractor shall provide a break-down of anticipated work/cost on a Litigation Request Form (See Attachment A). The Government will review the Form to determine

the acceptability of request/cost. Once the Contractor is authorized by EXIM Bank to pursue litigation against a debtor, work of this nature can be completed by the Contractor.

c. Contractor understands compensation for Task 3 services is divided into two sections: 1. Legal expenses - [redacted] - approved as per previous expiring contracts.
d. Negotiated contingency fee percentage of [redacted] applied to the total amount collected – Maximum [redacted]
e. (Calculated at [redacted] of principal amount of debt of [redacted]). (See Task 2 paragraph d)
f. Contractor understands EXIM Bank directed that litigation be commenced since it deemed to be in the best interest of the Government.

8.0 CONTRACTOR QUALIFICATIONS

a. Work is to be completed in Santo Domingo, Dominican Republic, and Contractor shall have experience in: locating assets, in particular hidden assets if any, and embargoing (placing liens) and executing upon such assets; drafting / negotiating restructuring agreements appropriate for debtors of the type in this matter, and litigating the collection matter at all levels of courts through the debtor's country.
b. The Contractor shall be a law firm registered/licensed in the Dominican Republic Bar Association to practice law in the Dominican Republic. Any subcontracted effort must also be registered / licensed in the Dominican Republic Bar Association.
c. The Contractor shall have experience handling collection matters of this sort on behalf of foreign entities, and especially foreign government entities such as EXIM Bank (Contractor shall provide documentation noting relevant experience with foreign government entities). This requirement is to ensure Contractor is able to understand legal risks that may be raised during representation of the foreign government entity. These risks include the risk of countersuits, referrals for criminal prosecution, withholding tax questions, and the ability to communicate in the local language.

9.0 DELIVERABLES

Deliverable Item	*PWS Section*	*Due Date*	*Format/ Quantities*
Project Task Log	Project Task Log, Para a.	Once every other month	Electronic, (In English)
Conflict of Interest notification	Task 1 Para b.	Within 5 business days of identifying conflict	Email
Written Brief for active Cases	Task 2 Para b.	Quarterly on active cases	Email
Collected Funds report	Task 2 Para c.	Fifteen days from COR notification in terms of incoming funds	Written report

Litigation Request Form with break-down of anticipated work/cost	Task 3 Para b.	Upon determined litigation is required	Written Document

10.0 PERFORMANCE REQUIREMENT SUMMARY (PRS)

Task or Deliverable	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method	Performance Rating	Incentives/ Disincentives
Project Task Log	Complete, accurate and timely All claims accounted for	100% accuracy. All deliverables as described in the PWS and specified in the approved Schedule of Deliverables	Surveillance by EXIM Bank COR will be performed as the Event occurs.	Exceptional Very Good Satisfactory Marginal Unsatisfactory Exceptional (greater than 99%) Very Good (between 98% and 96%); Satisfactory (between 93% and 95%) Marginal (between 91% and 93% Unsatisfactory (less than 90%).	Positive or negative CPARS rating
Task 1: Case Analysis /Due Diligence	Timeliness, complete and thorough record keeping, good communicatio n.	100% Compliance with Dominican Republic Law, thoroughness , and accuracy. Regular and ad-hoc meetings	Surveillance by EXIM Bank COR will be performed as the Event occurs.	Exceptional Very Good Satisfactory Marginal Unsatisfactory Exceptional (greater than 99%) Very Good (between 98% and 96%); Satisfactory (between 93% and 95%)	Positive or negative CPARS rating

		between contractor and Government as needed		Marginal (between 91% and 93% Unsatisfactory (less than 90%).	
Conflict of Interest notification	Complete, accurate and timely	100% accuracy. All deliverables as described in the PWS and specified in the approved Schedule of Deliverables	Surveillance by EXIM Bank COR will be performed as the Event occurs.	Exceptional Very Good Satisfactory Marginal Unsatisfactory Exceptional (greater than 99%) Very Good (between 98% and 96%); Satisfactory (between 93% and 95%) Marginal (between 91% and 93% Unsatisfactory (less than 90%).	Positive or negative CPARS rating
Task 2: Recovery of Defaulted Principal / Contingency	Timeliness, complete and thorough record keeping, good communicatio n.	100% Compliance with Dominican Republic Law, thoroughness , and accuracy. Regular and ad-hoc meetings between contractor and Government as needed	Surveillance by EXIM Bank COR will be performed as the Event occurs.	Exceptional Very Good Satisfactory Marginal Unsatisfactory Exceptional (greater than 99%) Very Good (between 98% and 96%); Satisfactory (between 93% and 95%) Marginal (between 91% and 93% Unsatisfactory (less than 90%).	Positive or negative CPARS rating
Written Brief for active Cases	Complete, accurate and timely	100% accuracy. All deliverables	Surveillance by EXIM Bank COR will be	Exceptional Very Good Satisfactory	Positive or negative CPARS rating

	All cases accounted for	as described in the PWS and specified in the approved Schedule of Deliverables	performed as the Event occurs.	Marginal Unsatisfactory Exceptional (greater than 99%) Very Good (between 98% and 96%); Satisfactory (between 93% and 95%) Marginal (between 91% and 93% Unsatisfactory (less than 90%).	
Collected Funds report	Complete, accurate and timely Accurate accounting of expenses.	100% accuracy. All deliverables as described in the PWS and specified in the approved Schedule of Deliverables	Surveillance by EXIM Bank COR via portfolio monitoring of existing outstanding claims as well as site visits.	Exceptional Very Good Satisfactory Marginal Unsatisfactory Exceptional (greater than 99%) Very Good (between 98% and 96%); Satisfactory (between 93% and 95%) Marginal (between 91% and 93% Unsatisfactory (less than 90%).	Positive or negative CPARS rating Unrecovered cases might be recalled back to EXIM Bank's portfolio and Contractor instructed to "Cease and Desist" from any further recovery efforts.
Task 3: Provide Litigation	Timeliness, complete and thorough record keeping, good communicatio n.	100% Compliance with Dominican Republic Law, thoroughness , and accuracy.	Surveillance by EXIM Bank COR will be performed as the Event occurs.	Exceptional Very Good Satisfactory Marginal Unsatisfactory Exceptional (greater than 99%) Very Good (between 98% and 96%);	Positive or negative CPARS rating

		Regular and ad-hoc meetings between contractor and Government as needed		Satisfactory (between 93% and 95%) Marginal (between 91% and 93% Unsatisfactory (less than 90%).	
Litigation Request Form with break-down of anticipated work/cost	Complete, accurate and timely Clear breakdown of projected expenses.	100% accuracy. All deliverables as described in the PWS and specified in the approved Schedule of Deliverables	Surveillance by EXIM Bank COR will be performed as the Event occurs.	Exceptional Very Good Satisfactory Marginal Unsatisfactory Exceptional (greater than 99%) Very Good (between 98% and 96%); Satisfactory (between 93% and 95%) Marginal (between 91% and 93% Unsatisfactory (less than 90%).	Positive or negative CPARS rating
Business Relations	Professional and respectful of all parties	Regular and ad-hoc meetings between contractor and Government	Semi-Annual Performance Evaluation	Exceptional Very Good Satisfactory Marginal Unsatisfactory Exceptional (greater than 99%) Very Good (between 98% and 96%); Satisfactory (between 93% and 95%) Marginal (between 91% and 93% Unsatisfactory (less than 90%).	Positive or negative CPARS rating

Management of Key Personnel	Appropriate credentials for the work involved. Attend scheduled meetings if needed. Available for ad-hoc meetings as necessary for contractual concerns	Regular and ad-hoc meetings between contractor and Government as needed	Semi-Annual Performance Evaluation	Exceptional Very Good Satisfactory Marginal Unsatisfactory Exceptional (greater than 99%) Very Good (between 98% and 96%); Satisfactory (between 93% and 95%) Marginal (between 91% and 93% Unsatisfactory (less than 90%).	Positive or negative CPARS rating