



**DEBT MANAGEMENT  
POLICY**

CREDITFORTE KFT.

**Ágnes Balázs**  
Managing Director

## **1. PURPOSE AND SCOPE OF THE POLICY**

### **1.1. Purpose of the Policy:**

The present Debt Management Policy (henceforth called: Policy) contains the steps taken by Creditforte Kft. (henceforth called: Company, seat: 1118 Budapest Gombocz Z.u.14.; company number: Cg.:01-09-345193, VAT No.: 14656257-2-43, represented by: Ágnes BALÁZS, with individual signatory powers) taking into consideration Recommendation No. 14/2012. (XII.13.) of the President of the National Bank of Hungary (formerly: of PSZÁF), the applicable sections of Act CXII/1996 (Hpt.9 and the Act on the Civil Code (Ptk.).

The goal of the Policy is to improve transparency of the debt management activities of the company, to make the debt management processes implemented at the Company more transparent for those concerned, present the Company's professionalism and to comply with all the relevant regulations.

As the references by our Principals show, during the years that have passed since its establishment our Company manages outstanding receivables at high vocational standards and with outstanding efficiency. Among the receivables managed thereby there are unpaid utilities bills, telecommunication, insurance and other services fees.

Our goal is to inform the Obligors during our debt management activities properly, observing the customer protection principles prescribed by law, and to carry on proceedings fair to the Debtors, too, ensuring that they match the life situations the Debtors are in, and taking into consideration their financial opportunities.

The most important statutory provisions and applications we adhere to are:

- Act 2013/CCXXXVII on Financial Institutions and Credit Institutions (Hpt., by the Hungarian abbreviation)
- Act V/2013. on the Civil Code (Ptk., by the Hungarian abbreviation)
- Act CXII/2011 on Information Self-Determination and the Freedom of Information
- Act LIII/1994 on Judicial Execution
- Act L/2009 on Orders for Payment
- Recommendation 14/2012. (XII.13.) for debt managers on consumer protection principles they are expected to observe during their practices
- Recommendation 11/2012.(XI.8.) (MNB) on the complaint management procedures of financial institutions
- Regulation 2016/679 (EU) of the European Parliament and Council

### **1.2. Personal scope:**

The present Policy is effective for the entire administrative staff and all the employees of the Company.

### **1.3. Objects covered:**

The present Policy covers the management of debts (outstanding receivables) under a contract of agency. In the meaning of the present Policy debt management is an activity performed to enforce claims and recover receivables in arrear or past due, payable to a third person based on financial services performed. For the management of debts from financial services special rules may apply depending on the choice of the Principal.

### **1.4. Activity of the Company:**

The Company manages debts originating from overdue fees not yet sued under the civil law, but occasionally already in the judicial phase, on the basis of contracts of agency. Only such debts are made subject of a collection procedure the management of which by this way is not prohibited by the statutory provisions. Only receivables the management of which is not excluded can be made subject of a collection proceeding. The Principal can hand over only data that are indispensable for the enforcement of the claim: beyond this the Company accepts and stores no other data. In the course of the collection activity performed thereby the Company sends letters of formal notice, e-mails, brief text messages and contacts the Debtors personally or by phone.

If the receivable cannot be recovered, the Company shall return the case to the Principal labelling it as "recommended for legal procedure". It shall be the Principal's choice what to do next. We recommend issuing a payment order in a case only in the event that contacting the Debtor was unsuccessful, he/she refuses to repay the rightful debt, and the amount in arrear is not paid until the end of the term available therefor. If the contract concluded with the Principal so provides, then the Company undertakes

according to the terms and conditions laid down in the contract the legal representation of the Company. The detailed rules of such representation shall be laid down under separate cover.

When making its choice in which way to enforce a claim, the Company shall take into consideration the following: legal basis, legitimacy (validity) of the contract serving as basis for the claim, the most important parameters of the claim, capital amount and accessories of the debt, its coverage, the legal standing, obligations, liquidity of the Obligor, whether there are other execution, bankruptcy or liquidation proceedings against him/her, what is the amount that can probably be recovered and when, and what are the probable costs of the execution proceeding, and if finally an execution proceeding shall be launched then what are the costs that the Principal is to reckon with.

### **1.5. Liability and reporting**

The team leaders shall be responsible within their organizations for compliance with the present Policy. Deviations from the Policy shall be possible only in possession of a permit issued by the managing director. Nonetheless, if they become aware of anything the aim of which is to evade or breach of the present Policy, or if they are suspicious of anything of the kind, then employees shall report it immediately to their direct superiors

### **1.6. Publicity of the Policy:**

The Debt Management Policy is public, anyone can have access to it at the seat of Creditforte Kft. in printed form or can download it from the [www.creditforte.hu](http://www.creditforte.hu) website. The employees of the company acknowledge the Policy and do nothing in contravention thereof. By signing their contracts of employment employees also accept and undertake that they can be held accountable for their mistakes caused by negligence, and for ones that could have been avoided should have they acted with proper care.

### **1.7. Amendment of the Policy:**

An amendment of the Policy shall be approved by the managing director of the Company at that time. The Company shall notify its employees of the Policy and the amendments thereof by 15 calendar days in advance, in a way that it could be proved.

## **2. BASIC PRINCIPLES OF OUR OPERATION**

The basic principles of our operation are set down in Recommendation 2/2019. (II.13.) of the National Bank of Hungary on the Debt Management Services vis-à-vis Consumers.

The Company shall use its best efforts to build out good relations with the Debtors and shall refrain from all such activities as may be detrimental to the good reputation of the Principal. In the course of its activities the Company shall always act with the care and consciousness as may be expected from it. The Company does not accept responsibility for damage that occurs despite of its careful acts. The Company shall examine the identities of clients with the care as may be expected from it, but cannot undertake liability for the trueness of information obtained from the Principal.

The Company shall not be accountable for the consequences of appointments of which it cannot be determined by a careful examination in the normal course of business that they are fake or forged. We take every step with strict observance of the statutory regulations in force and the ethical norms. We always respect the personal rights of our partners and treat all data and information that we come into possession of confidentially and discharge our administrative tasks with utmost care. We never trespass the limits of lawful debt management and avoid even its resemblance

### **Fair and cooperative attitude**

Creditforte Kft. works within the lawful limits of good faith and fair approach observing the principles of purpose and necessity, co-operates with the Debtors and refrains from misleading or aggressive attitudes.

### Principles of professional treatment and care

A Társaság a követeléskezelési eljárása során megad minden olyan információt az Adós számára, amely az Adós tartozásának kiegyenlítéséhez, valamint a nemteljesítés következményeinek megismeréséhez szükséges, és különös figyelmet fordít az ügyfélvédelemmel és a jogorvoslattal kapcsolatos szabályok ismertetésére.

### Furnishing the necessary information

During the claim management procedure the Company shall furnish the Debtor with all information as may be necessary for the latter to settle his/her debt and be aware of the consequences of non-payment. Special attention shall be paid to briefing the client on the client protection regulations and the legal remedies as may be available to him/her.

### Graduality

The Company follows the principle of graduality in selecting the tools to apply in the course of the enforcement of the claim. When determining which tool to use, it shall take into consideration the amount owed, the financial burden the Obligor is able to cope with and his/her willingness to co-operate.

If the parties have agreed to include this subject in their agreement, too, the Company shall recommend to the Principal to institute a plea if the debt management procedure completed by the Company in line with the agreement between the Company and the Principal brings no result. The collection procedure is deemed to be a failure if the Company could not reach an agreement with the Debtor regarding the settlement of his/her debt or even contact him/her (the rules how agreements can be concluded are set down in the relevant individual agreements and reflect the choices of the Principal).

### Regulatedness

Our Company elaborated its internal procedural regulations for establishing and maintaining contacts with the Debtors, the information to be furnished to them, registration of the receivables and the handling of complaints and acts in conformity with these regulations. The internal procedural regulations of our company rely on Sections 2.1 through 2.4 of Recommendation No. 2/2019. (II.13.) of the National Bank of Hungary on the debt management activity vis-à-vis consumers, whereby compliance with these regulations and their practical implementation are secured.

## 3. DEFINITIONS

**Debt manager:** means Creditforte Kft. , as a legal entity performing debt management. The scope of the present Policy covers all the clerks of the Company.

**Principal:** means the person, the owner of the receivables, who has entered into a contract with the debt manager for the collection of the Principal's outstanding receivables.

**Debtor:** means a partner of the Principal who, despite of having been called, failed to settle his/her debt based on an invoice issued to him/her by the Principal. The Debtor has no economic relation whatsoever with our Company. The legal relations between the Company and its Principal and the various partial regulations are set down in the master agreement and the individual agreement specific to the case. The Policy is applicable to all the issues which are not regulated by some specific statutory provision or by the parties under separate cover and it also defines the circle of steps applicable or allowed during debt management and their interpretations.

**Co-operating debtor:** means a debtor who is partner in settling the debt, pays when agreed or sends by the deadline the documents necessary for closing down the issue and settling the claim (e.g., it is considered as settling the debt of it is proven that the claim is not rightful, e.g., in the case of an insurance contract terminated by non-payment, by certifying the lapse of interest for the period concerned).

A **reasonably informed debtor:** means a Debtor who acts with the care and consciousness that can be expected from him/her under the premises including also the basic relation concluded by him/her and not fulfilled as agreed.

**Payment delay:** means passing of the payment term without payment (the payment date + five days).

**Bridging solution (solutions complying with the instructions in the authorization given to us only)** which can be, e.g.,

- an agreement for payment by instalments offered after having considered the possibilities of both parties
- in cases of temporary payment difficulties a fix term grace period lasting until a specified date within the period allowed for the Company for debt management
- offering some temporary advantages for the payment of debt by instalments

**Sending out formal notices in a provable manner:** in case of postal letters the postal mailing list (all our letters sent are recorded, thus, their having been dispatched can be proved even without presenting the specific receipt for depositing a registered letter or a registered letter with return receipt requested). All connection efforts in all forms, including also postal letters, are recorded in the debt management software.

**Establishing and maintaining contact:** means an attempt to contact the Debtor either in writing or by phone, if the representative of the debt manager can prove his/her identity. Possible forms of contact are: postal letter, e-mail, text message, telephone call, personal visit. Our Company can initiate outgoing calls from 08:00 a.m. to 08:00 p.m. and care for not breaking the rule that no more than 3 identified calls/visits to be made per week (internal control).

**Authorization for the Company:** means the right vested by the Principal in the agent to officially act in a certain (named) activity on behalf and in the stead of the Principal and to pass decisions alongside the guidelines given to him/her. Our company has the authorization of its principals in every case and upon request presents it to the Debtor, in the form requested by the latter.

**Authorization to third party:** The Company communicates information to third parties only in the event that the Debtor authorizes it to do so in the form of a valid written proxy signed by two witnesses. No verbal agreement is acceptable. A power-of-attorney template can be downloaded from the [www.creditforte.hu](http://www.creditforte.hu) website, or if the Debtor so requests we shall place one at his/her disposal in the form of his/her choice.

#### **4. DATA PROTECTION, DATA MANAGEMENT**

Based on Act CXII/2011 on Information Self-Determination and Freedom of Information (Infotv., by the Hungarian abbreviation) and in order to enforce the right for the protection of personal data and to get familiar with data of public interest or the publicity of which is in the public interest, the Hungarian National Authority for Data Protection and Freedom of Information (Nemzeti Adatvédelmi és Információszabadság Hatóság – NAIH, by the Hungarian abbreviation) keeps records of data controllers/data processors falling under the effect of Infotv. . These records contain, among others, the purpose and legal basis of data control. Pursuant to Section 6 (1)(b) of the Infotv., personal data can be controlled also in case that to obtain the consent of the data subject is impossible or would entail unreasonably high costs, the control of the personal data is necessary for enforcing the rightful interests of the data controller or third person and the degree of enforcement of this right and the limitation of the right to the protection of personal data are proportional to one another.

In addition to this, Regulation (EU) 2016/679 of the European Parliament and the Council regulates in detail which are the cases in which personal data can be recorded. Pursuant to Section 4(8)(10) of the GDPR our Company classifies as a data processor with respect to personal data and, as such, need not have a consent for transmitting them.

The identifier of Creditforte Kft. as data controller is: 02807-0001

Our Principal, i.e., the owner of the receivables from you is the controller of your following personal data: name, residential address, telephone No., e-mail address, other contact data, information on your debt, such as the type, capital amount of your debt, interest, currency, costs balance and information on the collection case (e.g., payment schedule, costs, balance), and the data of other persons as may be related to the debt (e.g., as guarantor or heir). Our Company works within the limits set by the Act on the Civil Code, the Act on Attorneys-at-Law, Act CXII/2011, **Decree 2016/679 on General Data Protection** and our contract of agency signed with the Principal. In the course of our activities, with a view to enforce claims our Company shall process your personal data to which acts no consent from your part is required (see above). Our Company shall get your personal data from our Principal, who was the original beneficiary of the debt assigned. We get the data in the skeleton of a debt management assignment, may update them through legitimate sources, including also information obtained from data intermediary. (Telekom phone directory inquiry or the Residence Records of the Ministry of the Interior (BM, by the Hungarian abbreviation). Our Company can get your personal data from its Principal for the following purposes:

- sending information on the origin of the debt, the probable consequences of non-payment (verbal and written communication and the sending out of formal notices)
- legal proceedings
- handling of complaints.

In order to check the financial situation of Debtors our Company may create profiles that also include the development and use of classification models in statistical processes. It is on the basis of these profiles that we can decide which collection strategy to use and, especially, if it is necessary or not to recommend enforcing of the claim in the skeleton of legal proceedings.

Our Company mitigates the safety risks emerging as a result of data transmission applying security tools, such as protection by password.

Your personal data are actively handled until the debt is recovered; passively (e.g., in case of inquiry to answer it) until the elapse of 90 days following the end of the debt management period defined in the Contract of Agency. Your personal data shall be stored that long, but this term can be limited by our Principle's instructions or the statutory provisions in force.

Within the limits allowed and the conditions set by the General Data Protection Regulation you can ask the following from the holder of the claim: access to your personal data, rectification of your personal data, erasure of your personal data, limitation of the processing of your personal data, the right of protest against data processing, the right of data transmission.

You are entitled to lodge a complaint with the supervisory authority if you are of the opinion that the processing of your personal data is in breach of the General Data Protection Regulation.

## 5. DEBT MANAGEMENT PROCEDURE

Description of step	short description
Taking over from the principal the encrypted data	Receiving data sent by the Principal and loading them into the records
Data searches for the purposes of contacting only	Telekom telephone directory inquiry service, residential records, and in case of economic organizations downloading their Extracts from the Trade Register
Sending out formal written notices (within 15 days, at the latest, after having received the data)	E-mail, or formal letter of notice, information on what punctually the assignment of our Company is
Answering incoming calls	Answering incoming calls made as a result of the letters of notice during office hours
Personal appointments	Receiving those who contact us in person as a result of the letters of notice sent out during office hours
Receiving and processing incoming documents	Filing of e-mails and letters and entering them in the records
Outgoing calls	Initiating outgoing calls to the phone numbers handed over or found as a result of searches in a manner and with the frequency complying with the recommendations of MNB and observing all the applicable statutory provisions in order to facilitate the payment of outstanding debts
Sending text messages	Initiating outgoing text messages to the phone numbers received or found as a result of searches in a manner and with the frequency complying with the recommendations of MNB and observing all the applicable statutory provisions in order to facilitate entering into touch with Debtors with a view of the payment of outstanding debts
Personal visits	Inasmuch as the Contract of Agency allows the involvement of visitors in the collection procedure for the event that the Obligor fails to pay
Reconciliation with the Principal	If, in order to clarify the case, investigations are needed to be performed by and answer is to be expected from the Principal
Ongoing processing of financial transactions	Maintenance of balances and processing the payment reports sent by our Principals
Handling of complaints	According to what have been set down in the Complaints Handling Policy
Notice on recovery and withdrawal	Notice of recovery shall automatically be sent in every case in which there is a recorded active e-mail address. Where the capital amount is above HUF 150,000, there, in the form of postal letter, as well, to the address recorded as primary one. This the same rules apply to notifying clients for whose cases the collection procedure was cancelled. If it is specially asked for and the request is specifically recorded in the case management software we send certificates in other cases, too.

<b>Making motions to the Principal</b>	If the case is not settled or no agreement on payment by instalments is concluded or if we have no document at our disposal that would prove that the claim is not rightful, we shall recommend to our Principal to enforce his/her claim by legal way
<b>Management of final payment orders</b>	If the Contract of Agency covers this task, too
<b>Pleas and representation in pleas</b>	If the Contract of Agency covers this tasks, too, then we hire a law office for this purpose
<b>Execution</b>	If the Contract of Agency covers this tasks, too, then we hire a law office for this purpose
<b>Closing</b>	In conformity with what have been laid down in the Contract of Agency
<b>Sending/returning the original documents and the ones produced during the procedure back to the Principal</b>	The handing over of all documents with minutes being drawn of the handing over and acceptance
<b>Within 90 days after closing the cases: erasure of personal data</b>	<p><b>Active case management phase:</b> the period determined in the contract during which the personal data of the clients can be used in order to enforce the claim according to what have been laid down in the contract.</p> <p><b>Passive case management phase:</b> a ninety days' period following the elapse of the active phase during which period our Company may still store the personal data of the clients of the Principal with a view to comply with the contractual obligations as may result from the contract, but during which only the requests of the clients regarding case management shall be fulfilled (e.g., sending them a certificate of the repayment of the debt, information by phone on the closure, confirmation of repayment/withdrawal). Following passive case management cases shall be irretrievably erased from the debt management records, and it shall be no more possible to identify or to retrieve the cases.</p>

### 5.1. Contacts by phone and personally:

During its communications with the Debtors or Company shall protect the rights of Debtors' in connection with bank secrets and also their personal data. The various forms of entering into contacts were elaborated accordingly.

Debt managers shall refrain from all types of contacts that would exert physical or psychical pressure on the Debtors and try to ensure that negative consequences for the Debtors should materialize only in the most necessary cases and to the least possible extent. During the transmission of information they shall care for the information provided by them not to be misleading regarding the obligations and the opportunities of the Debtor. The debt managers shall take into account the reasonable requests of the Debtor regarding, e.g., the form of keeping contacts (e.g., refraining from calls during working hours). If the Debtors request the debt managers shall inform them of the process of debt management and the amount and composition of the Debtor's debt.

The Company shall contact the Debtors on weekdays only, during working hours, thrice a week, at the maximum (in writing and/or verbally). Deviations from this are possible only at the recorded request of the Debtor. Only those classify as contacts, when the debt manager could identify himself/herself. In case of liabilities from other than financial services and in case that the Debtor explicitly asks for it, deviations from this provision are possible, but the relevant request of the Debtor must be documented.

The debt managers cannot release information on debt management to unauthorized third persons and they shall choose the contact forms in such a manner as not to allow unauthorized third person to obtain any information during the attempts of contacting the Debtor even of the fact of debt management.

Information of general nature, accessible to anyone (e.g., number of bank account can be given to anyone, without verifying the identity of the person requesting such information, concrete measures regarding the case can, however, be made only after the person proceeding in the case has proved his authority and identity.

#### When entering into contact, the case managers shall identify

- themselves
- the debt management company on whose behalf they act
- the Principal whom they represent

- the Debtor (place and date of birth, mother's maiden name and, if available, his/her address and other case identifier(s).
- They shall
- inform the Debtor on the reason for which they have contacted him/her
- in case of conversation by phone ask for the Debtor's consent to the audio recording of the conversation and transmitting to their Principal the data they come into possession of
- In the identification phase the case managers shall also explain what authorities they have under their proxies, what is the scope of their representative powers, then

**they shall inform the Debtor on the following:**

- amount of the debt at that point of time,
- opportunities available for settling the debt
- possible payment schedule, and the possibility to pay by instalments
- advantages of paying
- consequences of the lack of co-operation, the continuous grow of the amounts (interest and costs)
- further measures that can be applied in the course of the debt management procedure and their probable dates
- possibility of an action and the consequences and costs of a judicial proceeding
- identifier of the audio recording
- ask for the Debtor's consent when recording a new personal data of his/hers

**in case of debts falling in the scope supervised by the National Bank of Hungary (MNB, by the Hungarian abbreviation) we furnish for the Debtors additional information, mandatory by law, under Section 72 of the Hpt. in force from 21 March 2016.**

**5.2. Receiving clients:**

The Company ensures for the Debtors in the premises dedicated for this purpose substantial staff for meeting them in person. For personal meetings from Mondays through Fridays between 08:00 a.m. and 08:00 appointments shall be made. Personal meetings are also possible without a preliminary appointment in the time interval between 09:00 and 05:00 p.m.

In the customer service bureau cash payments can also be made, unless our Principal provides otherwise. We shall issue receipts for the cash payments.

The person acting in connection with the case shall be identified.

**5.3. Conduct and attitude expected from our case managers:**

Section 4(1) of the Infotv. provides that the registration of personal data shall be lawful and fair. According to the meaning, it shall not be either of these, when a person wishing to obtain the personal data of the Debtor pretends to be someone else (official person, girlfriend, acquaintance, etc.) than he/she actually is.

Our case managers shall refrain from this type of attitudes. During the collection procedure we shall present ourselves as debt management clerks of the customer service department. The proceedings cover all type or reconciliations regarding the collection of debts and if the Debtor disputes the debt claimed from him/her. then also reconciliation and handling of the complaints, and if we cannot judge them, then referring the complaints to the Principal so that the latter investigated into them, and after the Principal has reached a decision concerning the debt we could inform the client of it. In the course of our work, we shall never pretend to be some kind of an authority or executor and must refrain from all acts that would suggest that we are. Unfair, aggressive, misleading practices and, thereby, distortion of the consumers' behaviour, are forbidden. The debt manager shall provide all such information as can be necessary for securing a co-operative approach of the Debtor.

Our colleagues shall present the bridging opportunities and also inform the Debtor that if he/she fails to pay, then the amount claimed shall continuously grow, and illustrate the reasons (interest, costs). Every time we shall ask the Debtors or their representatives to give their consents to the conversations to be recorded and if we come to know personal data, then we ask for their consents for the data to be recorded and transmitted to our Principal only. If the person we have contacted does not consent to the conversation to be audio recorded, we ask him/her to visit us during working hours for personal discussions and reconciliations.

The written information given by debt managers is suitable for strengthening the cooperative attitude of Debtors, if Debtors are given therein accurate information on the outstanding amount of their debt at that time, what shall come next (possible steps for the collection of debts, warnings regarding the resulting costs and the continuous growth of the debt in the event of non-payment). In the letters sent to them they shall be informed on how they can settle their debts and whom they can ask if they have any question. Based on this, taking the above guidance in mind, on the back side of our letters we provide information



supplemented with the frequently asked questions and the answers to them, which also serves the goal to make Debtors as well-informed as possible.

Debtors can ask:

- information on the treatment of their personal data
- for the rectification of their personal data
- with the exception of obligatory data control, for the erasure or blocking of their data

In view of the fact that our Company is a data processor, we shall transmit these applications to our Principal without delay and shall then act as instructed by the latter.

Creditforte Kft. shall erase personal data

- if their control is unlawful
- if they are incomplete or erroneous and this cannot be rectified lawfully, (presuming that erasure is not forbidden by law), if the purpose of the data control has ceased or the data storage period defined by law and detailed above, i.e., the active and passive phases have expired,
- if a court or other authority orders it

#### **5.4. Handing over phone conversations with the Debtors that were recorded**

All the conversations shall be recorded and stored for a term of 5 years as prescribed by law. If the client requests, he can hear the recording and we shall place minutes made of the audio recording at his/her disposal, the audio recording can be taken personally or be sent to the client by e-mail. No fee is charged for any of these. Audio recordings have individual identifiers, but they can also be identified based on the number of the caller or the number called. In the event that the Debtor or the Debtor's representative refuses to consent to the recording, then they can contact us in writing. Recording of the phone conversations serves in all instances the interests of the Debtors.

#### **5.5. Contacting the Debtor in writing**

Unless the contract of agency concluded by and between the Company and the Principal provides otherwise, the Company shall inform the Debtor in writing within 15 days, at the maximum, of the transmission of the Debtor's data or of the Company having instituted proceedings for the collection of the debt against the Debtor and of the fact that the Company is entitled to institute such proceedings based on the contract of agency with the Principal. Beside these the Company shall inform the Debtor of

- the name of the Principal in whose name and stead it acts
- the title based on which the claim has been made
- amount and composition of the claim
- information on how to pay (how to pay the debt)
- consequences to be reckoned with if the Debtor fails to pay or
- if the Debtor disputes the claim and makes a complaint against it, it is usually necessary to present the documents supporting the Debtor's opinion (if the Debtor lodges a complaint and based on the document enclosed by him disputes the claim, then, until an answer from the Principal is received the Company does not perform any debt management activity with regard to the Debtor (complainant). Our Company shall send the complaint to its Principal and after it receives the response, shall act according the instructions in there.

The Company shall regularly revise the contents of its formal notices of payment and other letters and, if necessary, amend them according to the instructions of the Principal and have the amendment(s) approved.

If the Company acts as a dependant agent or an intermediary, then the Company shall obey the provisions set down in Section 72 of the Hpt. effective as of 21 March 2016. The Company also sends mass and individual letters. If sent by the postal service the letters to the Debtor shall be sealed. Our Company cannot be obliged to send registered letters or letters with return receipts requested. This can be prescribed only in the individual contracts of agency. Documents received are always filed and we have 30 days to answer them.

According to the data protection regulation in force, identification by e-mail can be accepted only in the event that the e-mail message arrives from an e-mail address of which the Principal was notified as of contact data at the very conclusion of their contract with the Debtor. If the e-mail message arrives to us from an address that has not been registered yet, then the only information we can disclose to the person having sent the email message is this fact.

Following identification by phone, the Debtor can ask for the registration of a new e-mail address (in which case consent is required for the transmission of this new address for contacting the Debtor to our Principal).

## 5.6. Personal visit at the Debtor:

Creditforte Kft. can also employ visitors as sub-contractors, who shall pay visits on the Debtors to discuss the details. Visitors can be engaged only if contacting by phone or mail has failed, i.e., we see no other opportunity for entering into touch with the Debtor. Visitors shall contact also those Debtors who have promised to pay but performance has partly or fully failed. During their personal visits the visitors hired by us shall pay special attention to not being threatening, and also, for unauthorized third persons not being able to understand the reason for their visits.

If the personal visitors do not comply with any of the rules what Creditforte Kft. has prescribed for them and this can be proved, then our Company shall immediately terminate our contract with them. Visitors can leave messages only in sealed envelopes with the personal name of the Debtor written on it. They cannot collect data from unauthorized third persons, ask for messages being transferred and they can give information only to the Debtor not even to his/her spouse.

Personal visitors may take photos only if the person concerned consents to it in writing.

In case of entering into personal contacts, the person acting on behalf of the Company shall show to the Debtor his/her written appointment including:

- the name of the Company
- address
- other access data
- name and other identification data of our colleague contacting you
- the scope of his/her authority (what acts the visitor is authorized to make?)

## 5.7. Identification of Debtors

In view of the fact that the Company may manage claims containing bank secrets, it is only in the cases as described in Section 161(1) of the Hpt. that it can give information on the debt to anyone else than the Debtor and accepts only proxies of the form and contents described in Section 161 (1) of the Hpt..

In case that the Debtor contacts the Company by e-mail, and the e-mail address of the Debtor was not included among the access data transmitted to us by the Principal or has not been recorded as a new contact data (after consent to data control by phone) then no information whatsoever on the Debt can be released in the reply.

Before they release any information by phone the employees of the Company shall ascertain whether it was or not the Obligor who asked for information on the debt. Identification shall be executed according to the procedure used by the Principal (mother's maiden name, place and date of birth), or if these data are not included among those transmitted, then by the name, address and other contract or client identifier. Only the Obligor or a person rightfully proceeding in the case may get information on the recorded amount in arrear and the actual state of the process. Debtors visiting our office must also identify themselves by their identity documents.

In the event that the Obligor is incapacitated or has only a limited legal capacity, then his/her representative can prove the representative's authority by the relevant order by the authorities.

Minors can be represented by any of their parents if the latter prove their authority by the child's certificate of birth. In case of proxies the powers-of-attorney they present (contents and the proxy's identity) shall be verified and only the original documents can be accepted, no copies.

The power-of-attorney shall include the following:

- data of the principal (the person issuing the power-of-attorney): name, address, mother's maiden name, place and date of birth
- data of the proxy: name, address, mother's maiden name, place and date of birth
- two witnesses: signature, name, residence
- The power-of-attorney shall state that it authorizes the holder to proceed at Creditforte Kft. The power-of-attorney template can be downloaded from the [www.creditforte.hu](http://www.creditforte.hu) website.

## 6. RECORDS KEPT OF THE DEBT MANAGEMENT ACTIVITY

The Company keeps records of the debts and the debt management activities in the collection software. The collection software contains the following data and information, and it can be searched for them:

- the Obligor's name, birth name, place and date of birth and mother's maiden name (if this was included among the data transmitted)
- the Obligor's residence, temporary residence, mailing address, e-mail address and phone number(s)
- the name of our Principal, client identifier, the date of issue of the power-of-attorney, contents and amount of the claim
- financial data, payments and credit entries
- measures taken for the enforcement of the claim
- documents, contracts related to the claim
- documents sent by the Obligor and the responses made thereto.

## 7. HANDLING OF COMPLAINTS

Creditforte Kft. shall handle the complaints raised in any phase whatsoever of the debt management procedure uniformly, according to what have been laid down in the Complaint Handling Policy. The Complaint Handling Policy can be found on the [www.creditforte.hu](http://www.creditforte.hu) website and it can also be inspected in the premises for receiving clients.

## 8. APPLICATION OF THE AMOUNTS RECEIVED IN PAYMENT

The claims shall be accounted for always in compliance with the instructions of the Principal, but characteristically, following the order set in the Ptk. (see Section 6:41 of Act V/2013. Fundamentally the amounts received in payment shall be applied towards payment as instructed by the Obligor, but if interest and costs have also accrued on the debt, then first these shall be paid out of the amounts received in payment of the debt, and its capital amount shall come only thereafter.

**Collection costs:** The person in breach of the contract by virtue of non-payment shall be in delay with the fee payable according to Section 298 of the old Ptk, therefore, based on Section 299. of the same Act he/she shall be obliged to indemnify the services provider for the damage suffered by the latter because of the breaching person's non-payment. (according to Section. 6:142 of the new Ptk. (the Act on the Civil Code) this is liability for damage caused by breach). In order to receive his/her rightful claim the Principal was compelled to involve a debt management company, for the payment of whose fee the person in breach of the contract shall be liable. Its payment is voluntary, however if it is not paid, for the additional costs incurred by reason of the delay based on Section 6:154(3) of the Ptk. the Principal may file a claim for damages, and due to the delay further costs are to be reckoned with. The collection costs shall be always due to the Principal.

**Legal fees:** means the costs of the collection proceedings initiated by reason of the payment delay. Their payment is voluntary. However, if the legal fees are not paid, the Principal can file a claim for damages to recover these and other expenses based on Section 6:154(3) of the Ptk. and their amount can be enforced by payment order. By paying the amount including the legal fees the Obligor explicitly authorizes Creditforte Kft. to issue an invoice for the legal fees and to record and control the data of the Obligor that the latter transmitted to Creditforte Kft.

**Late payment penalty:** according to Act IX/2016 it applies only to transactions between economic organizations and its minimum amount is EUR 40.

**Late interest:** The rate of late interest was regulated by Section 301 of the old, and Section 6:48 of the new Ptk. with respect to natural persons, and by Section 301/A of the old, and Section 6:166 of the new Ptk. with respect to enterprises. Section 293 of the old and Section 6:46 of the new Ptk. provides, that if the Obligor owes interest and costs, too, and the amount paid is not enough to cover the entire debt, then first the expenses, then the interest shall be paid out of it, and the capital amount of the debt shall be the last.

The Company deems the provisions of the contract of agency with the Principal applicable to the documents and data requested from the Debtor to establish his/her ability to pay, too. Data that have been disclosed in a leniency application can only be entered into the records of the Company if the Debtor specifically approves it.

**Reimbursement rules:** If, for whatever reason, a client asks for the reimbursement of the amount paid thereby, then we can send his/her request to our Principal. Our company cannot dispose of the amount paid (for the reason to handle the claims separately, the bank account number is a technical only with no underlying account), and plays only an intermediary role,

therefore, the payment can be returned by our Principal only. If you ask for a reimbursement you can also turn directly to the Principal stating the following data: amount paid, to what name and bank account the amount should be returned, and what are the reasons? A request for reimbursement shall not automatically mean the fulfilment of the request, i. e., reimbursement.

## **9. RULES OF APPOINTING DEBT MANAGERS**

Debt managers are always appointed with utmost care. In case of certain specific tasks the Company can also ask for someone to be vested with the task of case management to have the necessary vocational qualifications, such as, e.g. the official "financial services intermediary" examination prescribed by the Hpt. and the National Bank of Hungary (MNB). Debt managers shall act with the care and consciousness as may be expected in such positions. The debt manager shall provide for training the clerks and document that in the Training Log.

The debt manager shall allow new colleagues to work actively only following the successful passing of a final examination, which also includes the methods to be used to properly inform Debtors, communication and negotiation skills, product knowledge and debt management training, knowledge of the applicable statutory provisions, and as central topic, the regulations related to data protection.

A pre-condition to contracting is the successful passing of the written and verbal parts of the exam. We keep a Training Log of the various trainings and continuing trainings we provide. The Training Log documents the subject-matter of the training and also which staff member in which training took part. The continuing training sessions held by our Principal are also registered here. We deem them very important in view of the necessity of continuous development.

When selecting our debt managers we shall prefer those, who have an official "financial services intermediary" certificate. If an employee not yet having the certificate is hired, then we shall promote him/her to participate in the training.

## **10. SUPERVISION AND CONTROL**

A Társaság a Belső operatív szabályozás keretében vizsgálja és ellenőrzi a követeléskezelési tevékenység szakmaiságát. Az ellenőrzés a Belső szabályozásban meghatározott mintavétel alapján történik, majd a minták kiértékelését követően dokumentálásra kerül annak eredménye és az esetlegesen változtatandó folyamatok is.

The Company supervises and controls the vocational aspects of debt management activities by the help of intra-company operative regulations. Supervision and control shall be implemented by pre-determined sampling then, following the assessment of the samples, the result and the processes, if any, that must be changed shall be documented.

More information: [www.creditforte.hu](http://www.creditforte.hu)

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