

## Introduction

Axis S.p.A. (hereinafter, the "**Company**") is a company operating in Italy authorised to carry out debt collection activities on behalf of third parties, pursuant to Article 115 of the Consolidated Law on Public Security.

In general, debt collection on behalf of third parties consists of the actions that the collection company carries out through its collaborators to obtain the collection of the sums due from the obligated parties.

This document (hereinafter referred to as the "**Code of Conduct**") is therefore intended to provide the essential operational indications to which the Company's collaborators in charge of managing relations with the obligated parties and collecting the sums due by them (hereinafter referred to as the "**Collaborators**" or, individually, the "**Collaborator**") must conform in the performance of their functions.

In particular, the Code of Conduct summarises the basic principles and conducts that Collaborators are required to observe under the law and the Company's internal rules in their recovery activities and in their relations with debtors and other obligated parties (e.g., guarantors, joint obligors, heirs or third-party payers) (hereinafter, the "**Debtors**" or, individually, the "**Debtor**").

The adoption of the Code of Conduct aims to promote dialogue between the Collaborators and the Debtors who have not fulfilled their obligations, so that the actors involved in the credit protection processes can operate on the basis of fair and transparent rules, inspired by principles and conducts in compliance with current legislation.

### 1. General duties of conduct vis-à-vis Debtors

- 1.1. During their debt collection activities, the Collaborators establish a relationship of trust and mutual respect with the Debtor, in which the collaborative aspect prevails, in order to achieve a balance of objectives and interests between the parties involved.
- 1.2. The Collaborators always observe the rules of good manners and respect towards the Debtors.
- 1.3. The contacts with the Debtor shall not be repeated in an aggressive manner and shall be aimed at establishing a process of gradual confrontation leading to an understanding of the causes of insolvency and possible solutions.
- 1.4. Collaborators shall not under any circumstances engage with the Debtors:
  - (i) using false titles or threatening tones to generate undue pressure;
  - (ii) envisaging unrealistic or inapplicable consequences in the present case;
  - (iii) qualifying as an official directly employed by the creditor.
- 1.5. The Collaborator is required to carefully assess the subjective profile of each Debtor with whom it interacts, adapting its conduct to the specific case by virtue of the characteristics of the Debtor and the reasons that led to the state of insolvency.

For example, the Collaborator must observe different methods of managing the relationship depending on whether or not the Debtor is in a situation of serious poverty, also taking into account the experience, knowledge and aptitudes of the Debtor.

It remains understood that in managing relations with each Debtor, the Collaborator must always evaluate the best solution with respect to the circumstances of the concrete case.

- 1.6. When contacting the Debtor, the Collaborator, regardless of the means of contact used (telephone, home visit, post, telematic means), ensures to:
  - (i) maintain a professional conduct from the first moment of contact, clearly specifying all the relevant references relating to the credit to be recovered, in full transparency towards the obligated party;
  - (ii) accurately represent the reasons for the claim and the consequences that can derive from the persistence of the default, without ever represent disproportionate consequences with respect to the debt claimed, always maintaining a professional approach;
  - (iii) avoid situations that do not ensure respect for the privacy of the obligated party.
- 1.7. The Collaborators shall promptly notify the Company of the existence of legal relationships or family relationships and/or affinities with the Debtors, or of any other reason that may give rise to conflicts of interest, even if they arise at a later time than the assignment.

## **2. Telephone contacts**

- 2.1. The Collaborator, when contacting the Debtor by telephone, must respect the following parameters, regardless of the user contacted:
  - (i) during the same day, unless otherwise agreed, a maximum of [one actual interview] with the Debtor may take place;
  - (ii) in the same week, unless otherwise agreed, a maximum of [three] actual interviews with the Debtor may take place.
- 2.2. Unless otherwise agreed with the Debtor, even in relation to particular needs expressed by the latter, the Collaborators may not make telephone contacts during national holidays and at times other than the following:
  - (i) 8:30-21:00 from Monday to Friday;
  - (ii) 9:00-13:00 on Saturday.

The Collaborators must pay particular attention to the contacts made in the vicinity of the beginning and end of the time slots indicated above.

If the Debtor requests to be contacted on a specific day or time, even if different from those indicated above, it will be the responsibility of the Collaborator to respect these wishes and to regulate himself accordingly.

- 2.3. If provided for by the internal rules of the Company and in compliance with the relevant regulations, the Collaborator shall record the telephone conversations held with the Debtor only for the purposes of checking the quality of the service, in compliance with the indications provided by the Company and in respect of the privacy of the Debtor.

## **3. Contacts by correspondence and telecommunication means**

- 3.1. The Collaborators, in compliance with the proxies assigned to them, may send written communications and payment orders to the Debtors - by letter or by telecommunication means - the content of which has been agreed with the Company. The Company prepares in advance the formats of the communications to be used by its Collaborators and these are required to comply scrupulously with the standard texts provided by the Company.

3.2. The texts of the communications prepared by the Company are drawn up in compliance with the following principles:

- (i) in communications containing payment requests, the reason for the request and the details of the sums requested must be provided, specifying the individual components (principal, interest, ancillary expenses);
- (ii) the consequences of any continuation of the state of default must be indicated in accordance with criteria of transparency, fairness and consistency with respect to what is provided for contractually or normatively;
- (iii) the possible methods of payment must be indicated with the clarity;
- (iv) the communication must contain time limits to pay the debts that are not less than [10] days;
- (v) there must be no references that unduly recall public administrations, tax authorities, or the Judicial Administration.

3.3. For telematic communications (e.g. e-mail, sms, instant messaging) the sending cannot be repeated aggressively.

In particular, unless the contact details used are provided directly by the Debtor precisely for the purpose of receiving information relating to the performance of the mandatory relationship, the following principles must be observed:

- (i) telematic communications containing the details of the debit position and/or the coordinates to be used for payment, for the sole purpose of providing information to the Debtor, shall be sent only in agreement with the Debtor;
- (ii) for telematic communications containing a contact request, a numerical threshold shall be established, consisting of a maximum of [four] contact requests sent within one month;
- (iii) telematic communications containing contact requests may not also be used as a system of first demand for payment.

3.4. Addresses and contacts not directly attributable to the Debtor may only be used for communications (e.g. to send communications to an e-mail address or to a domicile owned by a party other than the Debtor) with the prior written consent of the Debtor.

#### **4. Domiciliary contacts**

4.1. The Collaborator must carefully report to the Company the number of visits made to the domicile of each Debtor and their outcome.

4.2. If the Collaborator documents his attempt to make a "home" contact by leaving a written communication to the Debtor, he may not make explicit references to the reasons for the communication visible outside the letter, so as not to damage the dignity of the Debtor in front of third parties.

4.3. In any case, the communication delivered to the domicile referred to in point 4.2 above must indicate the name and surname of the Collaborator, his contact details and the reasons for the attempt to contact the Debtor, in compliance with the principles of privacy.

4.4. Unless otherwise agreed with the Debtor, the Collaborator, even in relation to particular needs explicitly expressed by the latter, may not make home visits during national holidays and at times other than the following:

- (i) 8.30-21.00 from Monday to Friday;

- (ii) 9:00-13:00 on Saturday.

The Collaborators must pay particular attention to the home contacts made near the beginning and end of the time slots indicated above.

If the Debtor requests to be contacted on a specific day or time, even if different from those indicated in this Code of Conduct, it will be the responsibility of the Collaborator to respect these wishes and to regulate himself accordingly.

- 4.5. The Collaborator may not visit the Debtor's workplace unless in agreement with the Debtor.

Contact at the workplace is possible if the Debtor requests it or if the relevant address has been provided in writing by the Debtor as a useful contact address.

Contact at the workplace remains an exceptional measure.

## **5. The processing of personal data in the debts collection activity**

- 5.1. The Collaborator must seek a direct contact with the Debtor and verify its identity, within the limits dictated by the chosen contact method, before dealing with the reasons for the outstanding debt.

During each contact, the Collaborators must in turn present themselves by communicating their first and last name and an address to which they must be contacted.

- 5.2. If the Debtor is not contactable at the available addresses, research activities may be carried out through public databases, registers, authorised third party sources and information collected in the normal course of the mandate received, within the limits set out in point 5.3 below.

In such circumstances, the Collaborator must:

- (i) verify, at the first useful contact, the availability of the Debtor to be contacted at the same address;
- (ii) in the event of a negative answer, ask that the Debtor indicate which contact details to use for subsequent contacts.

- 5.3. The search for information concerning the Debtor, whether necessary to identify its address or necessary for other purposes, is carried out by the Collaborators exclusively through the sources and channels previously authorised by the Company.

- 5.4. The Collaborators may not unjustifiably provide third parties with information relating to the state of default in which the Debtor finds itself.

When describing to third parties the reasons for which the Debtor is being sought, the Collaborators must limit themselves to representing that their activity consists in providing commercial/administrative communications, on behalf of the person who entrusted the Company with the task, and that the same may be issued only in favour of the Debtor.

- 5.5. Once the assignment has been completed, the Collaborator must take care to keep the data collected during the credit management process for the sole purpose of fulfilling the legal obligations incumbent on it or to report, in the event of a complaint/contestation, on the merits of the activity performed.
- 5.6. In any case, the Collaborator may not collect and store data other than those strictly necessary for the execution of the mandate received.
- 5.7. In the management of the mandates, if the Collaborators are unable to establish a direct confrontation with the Debtor and come into contact with third parties, they must operate according to the principles of lawfulness, correctness and pertinence, as defined and specified in the Provision of the Privacy Guarantor of 30 November 2005.

- 5.8. In particular, the Collaborators may not deal with third parties, outside the contractual relationship, except for legitimate reasons and always with the exclusion of minors.

It is considered to have been carried out for legitimate reasons:

- (i) the communication of confidential information to third parties who are already aware of the circumstances of the mandate and are willing to define the position on behalf of the absent Debtor;
  - (ii) the communication of confidential information to third parties who expressly declare themselves to be delegated by the Debtor to manage its contractual affairs. In any event, the Company may make communications to persons delegated by the Debtor only if the Debtor has previously given written consent in which it expressly states that such communications may be made to an identified person who will act as its delegate.
- 5.9. Any contact with persons formally unrelated to the obligation which is the subject of the mandate may, in any event, only take place:
- (i) in view of the fact that the Debtor is not immediately available at the addresses provided;
  - (ii) always preserving the dignity and honour of the Debtor himself.
- 5.10. If the third party, after the presentation of the Collaborator, already proves to be aware of the debt and requests to be able to deal with it on behalf of the Debtor, the same precautions and fulfilments must be adopted as those provided for the protection of the Debtor.

## **6. Complaints**

- 6.1. The address for sending complaints to the Company is the following:

[\*]

The Collaborators undertake to provide the above address to the Debtors with whom they come into contact, if they are not already aware of it.

- 6.2. If the Collaborator collects or otherwise becomes aware of complaints of any nature brought by the Debtor (e.g., complaints, complaints to the Authority, appeals, complaints to the Privacy Guarantor, petitions, etc.) against the creditor or against the Company, it shall promptly notify the Company. Unless otherwise indicated, the information must be forwarded to the Company
- 6.3. The Collaborator informs the Company if it becomes aware, on the basis of his professional experience, that the Debtor - even though he has not yet formalized any objection - intends to present a complaint, in order to ensure that the Company is in a position to protect its reasons and its image.

## **7. General duties of conduct in the selection of suppliers**

- 7.1. The Collaborator involved in the activities relating to the selection and management of counterparties shall:
- (i) operate in compliance with the laws and with the principles of the code of ethics adopted by the Company;
  - (ii) verify the identity of the counterparty, either if natural or legal person, and of any person on whose behalf it may act;
  - (iii) select, where possible, among a shortlist of suppliers, in order to optimize the supply;
  - (iv) require all suppliers (also by providing specific contractual clauses) to comply in their behaviors with the principles set out in the code of ethics adopted by the Company;

- (v) require all suppliers to ensure compliance with contractual obligations and with the laws and regulations applicable in case of subcontractors; and
  - (vi) pay any consideration or fee in a transparent manner, always to be documented and verifiable *ex post*.
- 7.2. The Collaborator involved in the activities relating to the selection and management of counterparties shall not solicit, receive or accept any promise of undue money or other benefits from suppliers or potential suppliers.

## 8. References to applicable laws

- 8.1. It is necessary and essential for the Collaborators who carry out the activity of debt collection:
- (i) to pay attention to the respect of the regulations in force and to any requests or
  - (ii) be familiar with the relevant regulations so as to be able to measure and calibrate their intervention in such a way as not to exceed the limits imposed by law and, consequently, violate, even in good faith, the rights granted to the obligated party.
- 8.2. The main legal sources of reference are:
- (i) Regulation (EU) 2016/679 on personal data;
  - (ii) Legislative Decree 196/2003 (the so-called Privacy Code);
  - (iii) the Provisions adopted by the Privacy Guarantor;
  - (iv) Legislative Decree 206/2005 (the so-called Consumer Code);
  - (v) Legislative Decree 231/2007 (the so-called Anti-Money Laundering Decree);
  - (vi) the Italian Criminal Code.
- 8.3. It should be noted that acting in violation of the law not only may frustrate the recovery activity, but also result in sanctions against the Collaborator and the Company itself.

### *Criminal Code*

- 8.4. With regard to offences that may constitute a crime, reference should be made to Articles 610, 614 and 660 of the Criminal Code, which govern respectively the offences of: private violence, home violation and harassment or disturbance of persons.

### *Privacy regulation*

- 8.5. The Regulation (EU) 2016/679 provides that the processing of personal data shall be carried out in compliance with the rights, fundamental freedoms and dignity of the person concerned, with particular reference to confidentiality, personal identity and the right to protection of personal data.

In this sense, the Privacy Guarantor has adopted the Provision of 30 November 2005 on the subject of "Lawfulness, correctness and relevance in the activity of debt collection", according to which the processing of personal data by Collaborators is illegal if:

- (i) unjustifiably disclose to third parties other than the obligated party (e.g. family members, work colleagues, co-habitants or neighbours) information relating to the non-compliance of the obligated party, even if such conduct is used to exert undue pressure on the Debtor to obtain payments;
- (ii) use pre-recorded telephone communication as remainder to request payment without the intervention of an operator. In fact, this method is likely to bring to the attention of parties other than the obligated party the situation of default of the latter;
- (iii) affixed notices of default or reminders of payment on the door of the Debtor's domicile, as such data may come to the knowledge of an indeterminate series of subjects in the interval of time in which the notice is visible;
- (iv) use postcards or packages bearing the words "Debt Collection" or similar expressions on the outside.

More generally, the processing of personal data that allows the dissemination to third parties of personal information relating to the Debtor is to be considered illegal.

Please refer to the specific internal rules and procedures adopted by the Company in relation to these obligations.

#### *Consumer Code*

- 8.6. The Consumer Code prohibits unfair commercial practices, meaning those practices that are contrary to professional diligence, false or likely to distort to an appreciable extent the economic behaviour of the consumer that it achieves.

The category of unfair commercial practices also includes aggressive commercial practices, which limit or are suitable for considerably limiting the freedom of choice or conduct of the average consumer through the use of harassment, coercion, physical violence and/or undue influence.

Such practices lead the consumer to take a decision he would not otherwise have taken.

Certain provisions contained in the Consumer Code are also applicable to credit recovery activities, therefore it is essential that the Collaborators act in the performance of their functions and in contacts with the Debtors according to the principles of transparency, fairness and diligence, in accordance with what is established by the Consumer Code in Articles 20 et seq.

#### *Anti-Money Laundering Decree*

- 8.7. The Anti-Money Laundering Decree is addressed, among other things, to operators who perform out-of-court debt recovery activities on behalf of third parties, in the presence of the authorisation referred to in Article 115 of the TULPS.

Money laundering is defined as the activity aimed at concealing or obscuring the origin of criminal profits.

The main obligations contained in the Anti-Money Laundering Decree that the recipients are required to comply with are:

- (i) costumers' due diligence obligations;
- (ii) record keeping obligations;
- (iii) reporting obligations for suspicious transactions;
- (iv) restrictions on the use of cash and cheques.

Failure to comply with the above obligations or omission of the activities required by the AML Law may result in criminal and administrative consequences.

Criminal liability is personal, *i.e.* directly attributable to the natural person who committed/omitted the relevant fact.

Any administrative pecuniary sanctions against the Collaborators imply the joint and several liability of the Company, which has the right of recourse for the whole against the perpetrator of the violation.

[Please refer to the specific internal rules and procedures adopted by the Company in relation to such obligations].