Essential Documents for New Clients: A Toolkit for Financial Institutions

www.smartcampaign.org
Introduction
Financial institutions (FI’s) must provide clients with clear and accurate information about their products and services. Transparency of information allows clients to make informed decisions and demonstrates the FI’s commitment to customer service.

The individual documents included in this toolkit should be viewed as a set of documents which, used together, help FI’s to achieve adequate client protection practices. FI’s should use these documents as templates to design their own “essential documents for new clients.” By providing new clients with each of the documents in this toolkit, FI’s help new clients understand their full financial obligations, what clients can expect from the institution, and what to do if they experience problems along the way.

Prior to the first loan disbursement, FI’s should provide at least the following documents:

- Full loan contract  
  Loan contracts documents vary widely by country and institution type, so this toolkit only includes loan contract guidelines, not a sample contract.

- Welcome letter
- Institutional pledge to clients
- Loan summary and repayment schedule
- Complaints information flyer
- Data privacy agreement—full version
- Data privacy agreement summary
- Consent form for sharing client data
- Delinquency information
- Client and institution responsibilities chart

Using the Toolkit
This toolkit includes examples of each of the documents listed above, with the exception of the loan document. Institutions can use these documents as good practice examples when creating or modifying their own “essential documents for new clients.” These documents are samples and should be adapted to individual institutions and reviewed by local counsel to make sure that they conform to applicable laws.

When reviewing documents with a new client, it is important to verbally review each document with the client, taking the time to allow for questions and discussion. Clients are more likely to make good use of the information—such as referencing the materials when they have questions—if they understand the information before taking it home. Verbal explanation of the documents is especially crucial for illiterate clients. However, illiterate clients should also receive physical copies of the documents, which they can use with the help of a literate person.
These documents in this toolkit will be useful for both group lending and individual lending, though each will require a different approach. In particular, it is important that all members of the group understand the information and are able to ask questions. Additionally, group members should be encouraged to periodically review the information with each other, and to refer to the documents when they have questions.

The Smart Campaign encourages institutions to share with us adaptations of these documents, and keep us informed if you have ideas for adding to or improving this tool (info@smartcampaign.org).

**Collaboration**

Many of the documents in this toolkit are based on documents shared by institutions from all around the world. The Smart Campaign thanks the following institutions for contributing documents, ideas, and/or feedback on this tool: Mibanco, Peru; JSC Microfinance Crystal, Georgia; Ujiivan, India; JN Small Businesses, Jamaica; Columbia Microcrédito, Argentina; and Financiera FAMA, Nicaragua.

**Client Protection Certification**

Most of the guidance provided in this tool corresponds with the Smart Campaign’s certification standards. Some guidance refers to standards that are beyond adequate.

**The Client Protection Principles** (short form listed below, for complete description, see www.smartcampaign.org)

1. Appropriate product design and delivery
2. Prevention of over-indebtedness
3. Transparency
4. Responsible pricing
5. Fair and respectful treatment of clients
6. Privacy of client data
7. Mechanisms for complaint resolution

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Document Description and Suggestions for Use
Each document contained in this toolkit is explained below, along with suggestions for how to use the document.

Guidelines for Loan Contract & Loan Contract Summary
This document describes important client protection guidelines for loan contracts and a loan contract summary page. Though loan contracts will vary widely by institutional form, government regulation, and product type, institutions must ensure that loan contracts help clients understand the terms, conditions, and features of the product they are buying.¹

Sample Welcome Letter
A welcome letter helps orient the client to the mission and character of the institution. Staff can use this document to help clients get to know the organization. The letter can highlight the organization’s mission and its standards for customer service. It should also include information about how the client can communicate questions and complaints to the institution.

Sample Institutional Pledge to Clients²
An institutional pledge to clients provides the highlights of the ethical code that governs staff interaction with clients. Clients must know how the institution expects staff to treat clients, and what behavior clients should not tolerate from staff.

Sample Loan Summary & Repayment Schedule³
Though all loan contracts should include a loan summary and repayment schedule, it is also useful to provide this information in a separate, stand-alone document that clients can easily reference. Remind clients that the most pertinent details of their loan product are contained in this document.

Sample Complaints Information Flyer⁴
Institutions should use this document to advertise the mechanisms they have in place to respond to client questions and complaints, such as suggestion boxes or a customer service line. The flyer helps clients understand their options for contacting the institution, and how the institution will respond.

Sample Data Privacy Agreement & Summary Statement⁵
Regardless of the status of national privacy laws, institutions must have a privacy policy and procedures in place. A data privacy agreement explains how the institution will keep client data private and establishes client responsibilities for keeping their own data secure. Clients should also receive a summary of this agreement so they can quickly reference “key facts” from their full privacy agreement.

Sample Consent Form for Sharing Client Information
In addition to explaining and providing a copy of the Data Privacy Agreement and Data Privacy Agreement Summary, the institution must obtain written client consent to share client information with

¹ This document is for the institution, not for distribution to the client.
² For more information and other tools on Fair and Ethical Treatment of Clients, visit the Smart Campaign tools page for this Principle: http://smartcampaign.org/component/taxonomy/term/113/12.
³ For an example of a “plain language loan contract,” see http://smartcampaign.org/tools-a-resources/275.
⁴ For more information and other tools on Mechanisms for Complaint Resolution visit the Smart Campaign tools page this Principle: http://smartcampaign.org/component/taxonomy/term/25/12.
⁵ For more information and other tools on Privacy of Client Data, visit the Smart Campaign tools page for this Principle: http://smartcampaign.org/component/taxonomy/term/26/12.
third parties and to use client information and photos in promotions, marketing materials and other public documents. The institution should use a consent form to obtain written client consent.

**Sample Delinquency Information**
Even before the first payment is due, clients must know the institution’s delinquency protocol, including: the definition of delinquency; the institution’s timeline for collections; and what clients can expect from staff during the collections process—including which staff behaviors are prohibited by the institution. The delinquency information can also highlight the benefits of on-time repayment, and the consequences of late payment.

**Sample Client and Institution Responsibilities Chart.** This chart explains the responsibilities of the institution to the client and the responsibilities of the client to the institution. Such a chart can be used to help clients understand their rights, as well as their responsibility to make informed and proactive decisions about products and services.
Loan Contract Guidelines

Client Protection Guidelines for Loan Contracts—Checklist for Institutions

Loan contracts should be written simple language, which means the contract does not use financial jargon, and is appropriate for clients’ literacy and financial education. If complex wording must be used for legal compliance, an explanation should be provided. Avoid extensive use of footnotes, small font size, and other presentations that might obscure information.

Loan contracts should include the institution’s contact information, should inform the client of his/her right to complain, and should include information on how to submit a complaint to the appropriate person.

Loan contracts should fully disclose all prices, installments, terms and conditions of all financial products, including charges and fees, associated prices, penalties, linked products, third-party fees, and whether those can change over time.

The contract presents the total amount that the client pays for the product, regardless of local regulation, including in the absence of industry-wide requirements. Information on the total cost of credit (TCC) includes:

- An amortization table with: disbursement and payment dates; amounts due for principal, interest, taxes, insurance and fees and commissions, by date; compulsory savings deposits by payment period; and the total balance of the client’s compulsory savings.
- Total interest charges over the life of the loan.
- Total payments associated with fees, commissions, penalties, and mandatory credit life insurance.
- Total payments of compulsory savings/cash deposit/loan guarantee fund and any interest earned thereon.

Loan contracts should disclose interest rates using a standard annual percentage rate (APR) or effective interest rate (EIR) format.

Loan contracts should include a data privacy clause, describing how and when data can be shared, including how/whether the institution will share client information with a credit bureau.

Loan contracts should provide information on the institution’s delinquency policy, what measures the institution can/will take if the client falls into delinquency—including collateral seizure—and the timeline for these.

Loan contracts should advise clients whether and by how much any of the product terms, such as interest rates, can change during the client’s use period, under what circumstances changes can occur, how much notice will be given, and how the notice will be provided.

6 For an example of a “plain language loan contract,” see http://smartcampaign.org/tools-a-resources/275.

7 For loans that have a compulsory savings requirement, transparency requires advising the borrower of the cost of the loan net of the savings deposit.

8 This practice refers to a standard that is beyond the certification standards.
Loan contracts should not contain any blank terms—any documents signed by clients should be completely filled out.

Accompany loan contracts with a “Summary” or “Key Facts” document\(^9\) that summarizes the most important terms and conditions in easily understood language.

For group loans, each client should receive a contract and/or an individual passbook or payment book with contract terms and signature (even if the contract is between the group and the financial institution).

The FI should communicate all information related to the product terms and conditions to the client before the client signs the contract, and should give clients adequate time to review the terms and conditions, ask questions, and receive additional information prior to signing contracts. Information should be provided both in written and verbal form.

Sample Welcome Letter

Welcome to MacroDreams

WHO WE ARE

MacroDreams is a financial service provider whose mission is to provide small business owners with access to credit so they can see their businesses grow. For the past 14 years, we have worked in local communities throughout the country, offering loans, savings, and financial education to micro and small businesses.

OUR PLEDGE

MacroDreams employees will serve clients according to our Pledge to Clients. Along with fair and dignified treatment, clients can expect products and services that are designed to meet their needs in an affordable way, transparent information, and privacy of personal information. Additionally, clients can expect timely and accurate response to their questions or complaints.

YOUR ROLE

MacroDreams wants each client to make the most of their financial products and services. As the client, your role is to provide us with accurate information about your financial and personal situation, to know your financial options, rights, and obligations, and to keep your personal information accurate and up to date. We ask that you let us know right away if you have problems with your products or services, or if your financial or personal situation changes during the course of your loan.

SERVING YOU

Our staff is trained to serve the needs of our clients. Customer service is important to us and we value your opinion. Your loan officer will visit you on a regular basis, and he/she is your best source of information and help. However, if you have a problem or question that your credit officer cannot solve, our Customer Service staff will be ready to help.

Welcome to MacroDreams!

Please contact the MacroDreams Customer Service Line if you have questions or complaints about our products, services, or staff: 555-555-5555. Open Monday to Saturday 7:00- 20:00. All calls are free.
Sample Institutional Pledge to Clients

MacroDreams pledges to protect clients through fair and honest treatment at every point of contact. Specifically, we pledge the following:

1. All dealings with clients will be open, fair and ethical.
2. We will treat all clients with respect and professionalism.
3. We will offer products and services that are designed to bring value to clients.
4. We will evaluate each client’s ability and willingness to repay their loan, to avoid the situation where the client has more debt than he/she can repay.
5. We will offer competitive prices for our products and services.
6. We will explain product and service information in a way that clients can understand.
7. Our product explanations will clearly include:
   a. Interest rate on loans;
   b. Fees and charges on any product, and premium on insurance; and
   c. All terms and conditions.
8. We will train our staff to behave ethically during every contact with the client. If they behave unethically, they will be sanctioned.
9. We will not discriminate against clients based on non-financial characteristics.
10. Clients are expected to repay their loans on time, but if they do not, we will still treat them with dignity. We will never use abusive language or physical force, shout at the client, enter the client’s home uninvited, humiliate the client, or violate the client’s right to privacy as dictated by our privacy policy.
11. We will inform clients of their right to ask questions and complain, and will educate them about the various ways they can submit questions and complaints to the institution. We will respond to questions and complaints quickly and fairly.
12. We will respect our customers’ privacy and will treat customer information as private and confidential. Clients will receive the institution’s Client Privacy Agreement.

Please contact the MacroDreams Customer Service Line if you have questions or complaints about our products, services, or staff: 555-555-5555. Open Monday to Saturday 7:00-20:00. All calls are free.
**Sample Loan Summary & Repayment Schedule**

**MacroDreams Loan Summary & Repayment Schedule**

Table 1. Loan summary

<table>
<thead>
<tr>
<th>Loan size and currency</th>
<th>Total no. of installments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest rate</td>
<td>Installment frequency</td>
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<tr>
<td>Commission fee</td>
<td>Disbursement date</td>
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<tr>
<td>Other fees</td>
<td>Mandatory savings</td>
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<tr>
<td>Purpose of loan</td>
<td>Maturity date</td>
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<tr>
<td>Grace period (if applies)</td>
<td>Type of guarantee</td>
</tr>
<tr>
<td>Penalty for late payment</td>
<td>Maturity of the loan (in months)</td>
</tr>
<tr>
<td>Penalty for pre-payment</td>
<td>Total cost of loan (principle + int.+ fees)</td>
</tr>
</tbody>
</table>

Table 2. Repayment Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Disbursement amount</th>
<th>Principle Repayment</th>
<th>Interest Repayment</th>
<th>Commission Payment</th>
<th>Fees</th>
<th>Tax payment</th>
<th>Total Repayment</th>
<th>Total Balance Outstanding</th>
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</tbody>
</table>

Client Signature ________________________________ Date_____________________

Loan Officer Signature __________________________ Date_____________________

Branch Director Signature _________________________ Date_____________________

Please contact the MacroDreams Customer Service Line if you have questions or complaints about our products, services, or staff: 555-555-5555. Open Monday to Saturday 7:00- 20:00. All calls are free.
Please contact us using any of the following options:

- **Email the MacroDreams Customer Service Department:** customers@md.info.

- **Leave a comment card in the “Suggestion Box” at your local branch.**

- **Call the MacroDreams Customer Service Line:** 555-555-5555.

- **Send a text to the MacroDreams Customer Service Line:** 555-555-5555.

At MacroDreams, we believe that our clients have the right to quick resolution of their questions and complaints. We strive to respond to your email, phone or text messages within 48-hours, and your comment cards within 7 business days.

The MacroDreams Customer Service Line is open Monday to Saturday from 7:00 to 20:00. All calls and text messages are free.

Clients may also make complaints to the National Bureau of Consumer Protection: 555 Fifth St., Fivetown.
Sample Data Privacy Agreement

MacroDreams respects the privacy and security of client data. This Data Privacy Agreement (“Agreement”) describes how clients’ Personal Information and Financial Information are used, and with whom they are shared.

Sharing Client Information & Photos

MacroDreams will not sell or share your Personal Information or Financial Information with any third parties, except in these cases:

- **When required by the National Credit Bureau.** MacroDreams uses information from the National Credit Bureau to: reduce the risk of granting loans likely to default, avoid lending to over-indebted clients, and support fraud prevention. In addition to using the National Credit Bureau to evaluate potential clients, MacroDreams provides the Bureau with the following information on all existing Clients: Client name; Client national identity number; financial products used by Client; and Client credit repayment history. All data shared with the National Credit Bureau is submitted electronically, using a secure system.

- **When you have defaulted on your loan over 180 days.** In addition to sharing default information with the National Credit Bureau, we will share the following information with the microfinance institutions in the National Microfinance Network: Client name; Client national identity number; financial products used by Client; and Client credit repayment history. Institutions in the National Microfinance Network use this information to avoid lending to clients who have not paid other loans.

- **When required by applicable laws.** This includes orders by of governmental, semi-governmental, regulatory, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

- **When you have a group loan.** An individual Client’s group members will have access to Personal Information about the Client, including loan size, loan repayment history from the National Credit Bureau and account balances. Other individual Client information will not be shared with the group, including: national identification number, savings balance (if applicable), and information about the Client’s family.

Use of Client Photos

MacroDreams requires that all clients submit to a photo when opening any type of account. This is a security measure that helps staff identify clients before making transactions in their account. Occasionally, MacroDreams uses photos and other information about clients in our marketing and other materials. MacroDreams must obtain Client’s written consent prior to using Client testimonials, photos and/or case studies in marketing or other public materials. MacroDreams will not permit the use of Client photos by any other institution without written consent from the Client.

Bundled Products

In some instances, MacroDreams offers several products for sale as one combined product, in partnership with other financial institutions. One example is our Combined Credit and Life Insurance product. When selling products provided by another financial institution, MacroDreams provides the secondary institution with only the information they require, not the entire Client file. In the case of Mandatory

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10 This document is a sample and should be adapted to the institution and reviewed by local counsel to make sure that it conforms to applicable laws.
Bundling, the Client will receive a list of the data that is shared with the other institution. In the case of Optional Bundling, MacroDreams must obtain Client’s prior written consent prior to sharing the information with the secondary institution.

Keeping Client Information Secure

Security Measures

MacroDreams maintains physical, electronic and procedural safeguards to protect your Personal Information and Financial Information, including your photo. If our safeguard system fails and your Personal Information or Financial Information are made available to other parties, MacroDreams will contact you to explain the situation and provide specific instructions on how to correct the problem.

MacroDreams follows strict procedures for maintaining client data security. Our institutional data security procedures cover the following operations:
— Security of electronic data and data in hard copy;
— Security of electronic back-up systems;
— Staff access to client information;
— Copying, storage, and sharing of client data within the institution and outside the institution;
— Electronic data entry and changing data after it has been entered; and
— Archiving and disposal of client information.

Staff are informed and trained on the above data security procedures.

MacroDreams does not collect any data that could be used for illegal or arbitrary discrimination, such as information about ethnicity, religion, and political affiliations, among others.

Savings Account Privacy

Client savings information will only be shared directly with the Client. MacroDreams will not provide account information to the Client’s family members, unless the Client agrees in writing. When opening a savings account, the Client will name an account beneficiary who will receive the Client’s savings if the Client dies. We will not share information about the beneficiary with anyone except the Client.

Your Responsibilities

You help us keep your data secure. You have the following responsibilities:
— Understand the MacroDreams Data Privacy Agreement and know your rights;
— Keep your information updated;
— Store your financial records in a secure location and do not provide personal information (such as account and credit card information) over the phone unless you called the bank and know that you are speaking to a bank employee;
— Keep credit, debit, and savings cards secure and do not share your PIN numbers, passwords, or other ID codes other people; and
— Inform MacroDreams right away if you think your personal information has been misused, misappropriated, lost, or stolen.

Updating Client Information

We rely on you to tell us when your information changes—such as address, name, or marital status. If you find your information is wrong or incomplete, please tell your credit agent, come into a branch office, or call our Customer Service Line: 555-555-5555.
Waiver of Client Rights

Clients will not be required to sign a general waiver that eliminates all rights to privacy. Client rights will not be waived unless done so voluntarily by the Client in writing. Example of a waiver of rights: sharing financial information with a potential employer or another financial service provider.

Respecting Client Preferences

If you do not want to hear from our marketing staff about other products and services, please inform them when they call, or call our Customer Service Line: 555-555-555. If MacroDreams wants to share client information with affiliates for cross-selling purposes, the Client will first be given the choice to say no.

Further information

You acknowledge that we may amend this Agreement from time to time to take into consideration changes in legislation or other issues that may arise. We will post the revised Agreement on our website and make it available at our branches or we may also send it to you by mail.

If you receive a notice like one described above, and you continue to use a MacroDreams product or service, this means that you agree to and accept the new terms and conditions of the Agreement. If you do not agree with any of the changes made or with the new terms of the Agreement, you must immediately stop using the services and notify us that you are terminating your service with us.

Definitions

“Client”, “you” or “your” means an individual who has made application to us for, enrolled in or signed an application in respect of any financial product or service offered by MacroDreams.

“Financial Information” is any data collected from the client regarding the client’s money, businesses, income, expenses, repayment history, credit, guarantors, or collateral.

“Personal information” is any data collected from the client that is about their family, health, personal characteristics (such as attitudes and behaviors), or living conditions.

“National Credit Bureau” is an independent organization that compiles information from credit grantors and other sources regarding individuals' credit applications and payment behavior.

“Group Lending” means a single loan made to multiple clients, for which they share repayment responsibility, or loans made to individuals who share repayment responsibility with one another.

“Mandatory Bundling” means products offered by MacroDreams that require the client to buy more than one product at a time—in other words, the products are sold together or not at all.

“Optional Bundling” means products offered by MacroDreams that allow but do not require the client to buy more than one product at a time.

Please contact the MacroDreams Customer Service Line if you have questions or complaints about our products, services, or staff: 555-555-5555. Open Mon. to Sat. 7:00- 20:00. All calls are free.
Sample Privacy Summary Statement
MacroDreams respects the privacy and security of client data. This sheet is a summary of the MacroDreams full Data Privacy Agreement, which you received when you signed your loan contract. Call our Customer Service Line (555-555-5555) if you did not receive the Agreement.

SHARING CLIENT INFORMATION
MacroDreams will not sell your personal or financial information to any third parties. MacroDreams will not share your personal or financial information to any third parties, except:
– When required by the National Credit Bureau.
– When you have defaulted on your loan over 180 days. In this case, we may share your information with the National Microfinance Network and with the National Credit Bureau.
– When required by applicable laws.
– When you have a group loan, we will provide your group members with data about you, including loan size, savings balance, and loan repayment history from the National Credit Bureau.

KEEPING CLIENT INFORMATION SECURE
We maintain physical, electronic and procedural safeguards to protect your information, including your personal photo. Staff is trained to use the data security procedures. If our safeguard system fails, MacroDreams will contact you and explain the situation and how we will correct the problem. MacroDreams does not collect any data that could be used for illegal or arbitrary discrimination, such as information about ethnicity, religion, political affiliations, etc.

UPDATING CLIENT INFORMATION
We rely on you to tell us when your information changes—such as address, name, or marital status. If you find your information is incomplete or inaccurate, please notify your credit agent, come into a branch office, or call our Customer Service Line: 555-555-5555.

RESPECTING CLIENT PREFERENCES
If you do not wish to hear from our marketing staff about other products and services, please inform them when they call, or call our Customer Service Line: 555-555-5555.

YOUR RESPONSIBILITIES
– Understand the MacroDreams Data Privacy Agreement and know your rights;
– Keep your information updated;
– Store your financial records securely and do not provide personal information (such as account information) over the phone unless you called MacroDreams;
– Keep credit, debit, and savings cards secure and do not share your PIN numbers, passwords, or other ID codes with other people; and
– Inform MacroDreams right away if you think your personal information has been misused, misappropriated, lost or stolen.

AMENDMENT
The Data Privacy Agreement may be amended from time to time (see section titled “Further Information” of Data Privacy Agreement, for an explanation of how we will advise you of any future changes).

Please contact the MacroDreams Customer Service Line if you have questions or complaints about our products, services, or staff: 555-555-5555. Open Monday to Saturday 7:00-20:00. All calls are free.
Sample Consent Form for Sharing Client Information

MacroDreams respects the privacy and security of client data. This consent form will allow MacroDreams to use your photo for public purposes, and/or share your personal and financial information with third parties.

Instructions: Please read the following TWO statements and sign the line below each.

Statement 1. Sharing your photo

I authorize MacroDreams to use and publish my—or my minor child’s—name, image, interview statement and/or information identifying myself and my business, without prior approval by me. The use and publication of my—or my minor child’s—name, image, interview statement and/or information identifying my business can be done in the form of printed or electronic photographs, video, recorded statements, publications, advertising, illustrations, presentations or other printed, digital or electronic media activities, such as the internet. I understand that neither I nor my minor child will have any right to compensation in connection with the above granted rights.

Your signature: By signing on the line below, you acknowledge that you understand the statement above.

_________________________________  ___________________  __________________
Client name (print)                     Client signature               Date

_________________________________  __________________
MacroDreams employee signature               Date

Statement 2. Sharing your personal and financial information

I authorize MacroDreams to share my personal and financial information with the National Credit Bureau; the National Microfinance Network; third-party service providers, including the Protecta Insurance Company; collections agencies (in case of serious default); and members of my group (if applicable). I understand that MacroDreams will make every effort to keep my data secure, as outlined in the MacroDreams Data Privacy Statement.

Your signature: By signing on the line below, you acknowledge that you understand the statement above.

_________________________________  ___________________  __________________
Client name (print)                     Client signature               Date

_________________________________  __________________
MacroDreams employee signature               Date

Please contact the MacroDreams Customer Service Line if you have questions or complaints about our products, services, or staff: 555-555-5555. Open Monday to Saturday 7:00-20:00. All calls are free.
Sample Delinquency Information

What is Delinquency? Delinquency occurs when a loan payment is one or more days late. If you have not made your payment, we will make every attempt to collect the outstanding amount.

How does MacroDreams collect delinquent payments? Your loan contract has a full description of MacroDreams’ collections policies, but you can use the information below to understand the most important parts of our delinquency procedures.

<table>
<thead>
<tr>
<th>Number of Days Late</th>
<th>Procedures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Day</td>
<td>MacroDreams will send you a text message reminder</td>
</tr>
<tr>
<td>3 Days</td>
<td>Your field officer will call you or visit your business to understand your situation and determine a solution for full repayment</td>
</tr>
<tr>
<td>5 Days</td>
<td>MacroDreams will send you a warning letter</td>
</tr>
<tr>
<td>8 Days</td>
<td>MacroDreams will call you or visit your business a second time</td>
</tr>
<tr>
<td>15 Days</td>
<td>The Regional Supervisor will call or visit you</td>
</tr>
<tr>
<td>45 Days</td>
<td>MacroDreams will have the right to take legal action</td>
</tr>
<tr>
<td>90-180 Days</td>
<td>MacroDreams will report your delinquency to the National Credit Bureau and/or the National Microfinance Network, as described in the Data Privacy Agreement</td>
</tr>
</tbody>
</table>

We encourage you to pay your loan on time because it benefits you, and because you will be penalized for paying late. If you have trouble paying your loan, please contact your loan officer immediately.

Benefits of Paying on Time

- You may qualify for a higher loan amount on the next loan;
- You may have access to additional loan products; and
- Collateral requirements may be waived.

Penalties of Paying Late

- You may not receive a next loan;
- Your next loan size may not increase, or may decrease; and
- Your delinquency information may be reported to third parties.

Responsible Debt Collection

- We will communicate with you directly during normal hours (between 9:00 and 17:00);
- We will not communicate with third parties with regards to the debt except with your written permission, unless required by applicable law;
- We will not harass, humiliate, or abuse any person during debt collection. This includes using abusive language, shouting, using physical force, and visiting the client’s place of worship;
- We will not make any false or misleading representations about your character; and
- We will not accept any gifts or money from clients, other than normal payments and fees.

Please contact the MacroDreams Customer Service Line if you have questions or complaints about our products, services, or staff: 555-555-5555. Open Mon. to Sat. 7:00-20:00. All calls are free.
### Sample Client and Institution Responsibilities Chart

The following chart explains the responsibilities of the institution and the responsibility of the client, for protecting the client’s rights. Staff may use the chart to help clients understand their rights, as well as their responsibility for being an informed and proactive consumer.

<table>
<thead>
<tr>
<th>Topics to Discuss</th>
<th>Our Responsibilities to You</th>
<th>Your Responsibilities to Us</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Products and services</strong></td>
<td>• Offer you products that don’t harm you. • Collect information from our clients about what you want and need from products and services. • Collect information from our clients about their satisfaction with our products and services. • Inform you that you have the right to choose your products, and the right to refuse a product.</td>
<td>• Use the products and services in the way that you have formally agreed to use them. • Share your thoughts and opinions about products, services, and your satisfaction.</td>
</tr>
<tr>
<td><strong>Overindebtedness</strong></td>
<td>• Make loans that we think you are able to repay. • Loan you the right amount of money so that you are able to repay it without needing to take out another loan or give up things that are important to your family, like food. • Use information from you, other lenders, and/or the National Credit Bureau to make a good decision about your loan amount and terms.</td>
<td>• Learn about the costs and rules for our products and think carefully about your money and how you will use a loan. • Do not take a loan or other product you do not need or cannot repay. • Be truthful about your personal and financial situation so we can help you find the best product for your needs. • Tell your loan officer if you are having trouble making loan payments or if something happens that changes your ability to repay the loan.</td>
</tr>
</tbody>
</table>
| Transparency | • Publish our prices publicly.  
• Give you all the information that you need to make a good decision about buying a product or service.  
• Explain your contract using words that are easy for you to understand, and in a language you are comfortable speaking.  
• Give you a contract that you can understand, and explain it verbally.  
• Explain the total cost of your loan.  
• Tell you what happens if you cannot repay your loan.  
• Give you time to think about the information we give you, and time to ask questions before you sign any documents.  
• Give you copies of any documents that you sign.  
• Give you information on your account when you ask for it. | • Only buy a product if you understand the cost and conditions. Take time to understand before signing any documents.  
• Ask questions if you do not understand something in your contract or anything that a loan officer says to you.  
• Give us accurate information about yourself when we ask for it. |
| --- | --- | --- |
| Pricing | • Offer prices similar to others in the area. If our prices are much higher or lower than other local banks, we should be able to explain why.  
• Set fees and penalties so that they do not create a large burden for you. | • Know the price of your product, including the interest rate, how much you have to pay, and the total cost of your loan.  
• Know what you get for that price including customer service and extra services besides your loan.  
• Compare our prices to the prices other banks are charging, and ask us questions if our prices seem too high or too low. |
| Staff behavior | • Treat you with respect, even if you do not pay your loan on time.  
• Follow the delinquency and default procedures that were explained to you when you purchased your loan.  
• Treat you the same as other customers, regardless of your sex, race, religion, political affiliation, or other non-financial characteristic.  
• Teach our staff to follow our Code of Conduct, and punish unethical behavior by staff. | • Pay your loan back on time. If you cannot, talk to your loan officer so that you can find a way to pay the loan.  
• Treat our staff with respect.  
• Tell us if you are not treated well or if you see any dishonest or bad behavior by staff.  
• If you know of other clients who have a complaint, ask them to report it to us. |
<table>
<thead>
<tr>
<th>Client data</th>
<th>Client complaints</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Keep all of your data private and secure.</td>
<td>• Read and/or discuss our Client Privacy Agreement, and ask if you have questions.</td>
</tr>
<tr>
<td>• Ask your permission before sharing your information or photo with anyone outside the institution.</td>
<td>• Keep your personal and financial information updated with us.</td>
</tr>
<tr>
<td>• Give you information about how we keep your data private and secure, and how your personal information is being used.</td>
<td>• Carefully protect information such as your password and account statements.</td>
</tr>
<tr>
<td>• Train group members on data privacy.</td>
<td></td>
</tr>
<tr>
<td>• Train our staff on data privacy.</td>
<td></td>
</tr>
<tr>
<td>• Tell you that you have the right to complain and ask questions.</td>
<td>• Tell us if you have a complaint or a question.</td>
</tr>
<tr>
<td>• Tell you how to make a complaint or ask a question.</td>
<td>• Give us a chance to correct our mistakes and answer your questions.</td>
</tr>
<tr>
<td>• Respond quickly to complaints and make them right.</td>
<td></td>
</tr>
</tbody>
</table>