R.K. BANSAL FINANCE PRIVATE LIMITED

FAIR PRACTICE CODE

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(This policy was approved by the Board of Directors on August 21, 2026)

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V3_2026-27	Addition of Custodian and issue date
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1. INTRODUCTION:

In accordance with the provisions of the **Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025**, as amended from time to time, every Non-Banking Financial Company (NBFC) having a customer interface is required to formulate and implement a Fair Practices Code ("FPC"). Accordingly, **R.K. Bansal Finance Private Limited** ("R.K. Bansal" or "the Company"), a Non-Banking Financial Company registered with the Reserve Bank of India ("RBI"), has adopted this Fair Practices Code to ensure fair, transparent, responsible and ethical practices in all its dealings with customers.

The Company is classified as a **Base Layer NBFC (NBFC-BL)** under the **Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023**, as amended from time to time. At present, the Company extends credit facilities only to individual borrowers.

The Company is committed to conducting its lending business in a fair, transparent, non-discriminatory and customer-centric manner. Loan products shall be made available to all eligible applicants without discrimination on any prohibited ground under applicable law. Every customer shall be treated with dignity, courtesy, fairness and professionalism throughout the lending relationship.

The Company shall provide borrowers with clear, accurate and timely information regarding its loan products, applicable interest rates, fees, charges, penal charges, Key Fact Statement (KFS), wherever applicable, and all other material terms and conditions. Such information shall enable borrowers to make informed financial decisions before entering into a loan agreement.

This Fair Practices Code shall govern the Company's conduct throughout the entire loan lifecycle, including loan application, appraisal, sanction, documentation, disbursement, servicing, repayment, recovery, foreclosure, closure and all customer interactions, irrespective of whether such services are delivered through branches, digital platforms, mobile applications, websites, telephonic channels, Lending Service Providers (LSPs), Direct Selling Agents (DSAs), Direct Marketing Agents (DMAs), recovery agents or any other authorized channel.

2. OBJECTIVE:

The primary objectives of this Fair Practices Code are as follows:

(a) To promote fair, ethical, and transparent dealings with customers.
(b) To establish a fair relationship between the customer and the Company;
(c) To ensure compliance with legal norms in matters relating to recovery of advances;
(d) To strengthen mechanisms for redressal of customer grievances effectively and efficiently.

3. KEY COMMITMENTS:

a) The Company's key commitments to customers:
- Act fairly and reasonably in all their dealings with customers by:
- Meeting the commitments and standards specified in the Code, for the products and services which the Company offers and, in the procedures, and practices its staff follows;
- Making sure that the Company's products and services meet all applicable laws and regulations applicable to it;
- Company's dealings with customers shall be based on ethical principles of integrity, transparency and fairness.

b) Help customers understand how Company's product works by explaining their financial implications.

c) Deal promptly, fairly and sympathetically with things that go wrong by:
- Correcting mistakes;
- Handling customer's complaints;
- Telling customers how to take their complaint forward if they are still not satisfied

d) Publish the Code, display it on the Company's website and have copies available for customers upon request.

4. APPLICATIONS FOR LOANS AND THEIR PROCESSING:

a) All communications to the borrower shall be in the vernacular language or a language as understood by the borrower.

b) The loan application form shall contain all information that may materially affect the borrower's decision, including the applicable terms and conditions, so as to enable the borrower to make a meaningful comparison with the products and services offered by other lenders and take an informed borrowing decision. The application form shall also

specify the documents and information required to be submitted along with the application.

c) The Company shall maintain a system-generated mechanism for acknowledging the receipt of all loan applications. Every loan application shall be assigned a unique application reference number, and an acknowledgement shall be communicated to the applicant through an appropriate channel, including SMS, e-mail, digital platform or physical receipt, as applicable. Wherever feasible, the acknowledgement shall also indicate the expected timeline for disposal of the loan application.

5. LOAN APPRAISAL AND TERMS/ CONDITIONS; AND KEY FACT STATEMENT FOR LOANS AND ADVANCES:

a) The Company shall make a proper and prompt assessment of all Loan applications. The Company shall conduct a due diligence on the credit worthiness of the applicants. Mere offering of Hypothecation on Asset will not be the sole consideration for sanctioning loans.

b) When sanctioned, the Company shall convey to the applicant the details of the loan amount, interest rates, penal charges for late payment, repayment schedule, terms and conditions for loan and other charges in loan Agreement in writing to the borrower in the vernacular language or any other language as understood by the borrower by means of sanction letter or otherwise and keep the acceptance of these terms and conditions by the borrower on the Company's record. The Company will also mention the penal charges which will be charged for late repayment and / or any other default on the part of the customer, in bold in the loan agreement.

c) The Company shall furnish a copy of the executed loan agreement in the language understood by the borrower along with a copy all enclosures quoted in the loan agreement to all the borrowers at the time of sanction/disbursement of loans.

d) The Company shall provide the Key Fact Statement (KFS), wherever applicable, in accordance with the applicable RBI directions, including the Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025, as amended from time to time.

e) The Company shall obtain an explicit declaration and/or electronic or physical consent from the borrower confirming that he/she has read, understood and accepted the terms

and conditions of the Loan Agreement, Key Fact Statement (where applicable), and other loan documents before execution and/or disbursement of the loan. Such consent shall be preserved as part of the Company's records in accordance with applicable laws and regulatory requirements.

f) The Company shall ensure that every loan proposal and the Key Fact Statement (KFS), wherever applicable, are assigned a unique proposal/application reference number. The KFS shall remain valid for a minimum period of three working days in respect of loans having a tenor of seven days or more and one working day in respect of loans having a tenor of less than seven days, during which the terms contained therein shall remain binding on the Company. The Key Fact Statement (KFS), wherever applicable, shall contain the Annual Percentage Rate (APR) computed using the Internal Rate of Return (IRR) methodology, together with an amortization/repayment schedule and all mandatory disclosures prescribed by the Reserve Bank of India

g) All third-party charges, if any, shall be separately disclosed and recovered only on an actual basis, supported by appropriate receipts or documentary evidence, wherever applicable. No undisclosed charges shall be levied on the borrower. The salient terms of the Key Fact Statement shall also form part of, or be appropriately reflected in, the Loan Agreement to ensure consistency and transparency in customer disclosures.

h) The Annual Percentage Rate (APR), wherever applicable, shall be computed using the Internal Rate of Return (IRR) methodology in accordance with the applicable regulatory requirements and shall be disclosed to the borrower through the Key Fact Statement (KFS) and other applicable loan documents.

6. PENAL CHARGES IN LOAN ACCOUNTS:

(a) In accordance with the provisions of the **Reserve Bank of India (Non-Banking Financial Companies – Credit Facilities) Directions, 2025**, as amended from time to time, penalty, if levied, for non-compliance with the material terms and conditions of the loan contract by the borrower shall be treated as **'Penal Charges'** and shall not be levied in the form of **'Penal Interest'** that is added to the rate of interest charged on the loan. There shall be no capitalization of Penal Charges, i.e., no further interest shall be computed on such charges. However, this shall not affect the normal procedures for compounding of interest in the loan account.

(b) The Company shall not introduce any additional component to the rate of interest and ensure compliance to these guidelines in both letter and spirit.

(c) The Company shall formulate a Board-approved Policy on penal charges or similar charges on loans, by whatever name called.

(d) The quantum of penal charges shall be reasonable and commensurate with the non-compliance of material terms and conditions of loan contract without being discriminatory within a particular loan/product category.

(e) The penal charges in case of loans sanctioned to 'individual borrowers, for purposes other than business', shall not be higher than the penal charges to non-individual borrowers for similar non-compliance of material terms and conditions.

(f) The quantum and reason for penal charges shall be clearly disclosed by the Company to the customers in the loan agreement and most important terms & conditions/Key Fact Statement (KFS) as, in addition to being displayed on websites of the Company under Interest rates and Service Charges.

(g) Whenever reminders for non-compliance of material terms and conditions of loan are sent to borrowers, the penal charges shall be communicated. Further, any instance of levy of penal charges and the reason therefor shall also be communicated.

(h) The Company shall maintain appropriate systems and internal records to track the transition of existing loan accounts to the revised penal charges framework at the time of their next review or renewal, as applicable, and periodically monitor such transition to ensure compliance with the applicable regulatory requirements.

7. DISBURSEMENT OF LOANS INCLUDING CHANGES IN TERMS AND CONDITIONS:

(a) The Company shall give the borrower prior notice of any change in the terms and conditions of the loan, including the disbursement schedule, interest rate, service charges, prepayment charges or any other applicable charges. Any change in the interest rate or other charges shall be affected only prospectively. A suitable provision in this regard shall form part of the Loan Agreement.

Any decision to recall or accelerate repayment of the loan or to require performance of any obligation under the Loan Agreement shall be in accordance with the terms and conditions of the Loan Agreement and applicable law.

(b) The Company shall release all securities upon repayment of all dues or on realization of the outstanding amount of the loan, subject to any legitimate right of set-off or lien for any other claim that the Company may have against the borrower, in accordance with the terms of the loan agreement and applicable law. If such right of set off is to be exercised, the borrower will be given notice about the same with full particulars about the remaining claims and the conditions under which Company is entitled to retain the securities till the relevant claim is settled/paid.

8. RESPONSIBLE LENDING CONDUCT – RELEASE OF MOVABLE/IMMOVABLE PROPERTY DOCUMENTS ON REPAYMENT/ SETTLEMENT OF PERSONAL LOANS (IF APPLICABLE):

To address the issues faced by the borrowers and towards promoting responsible lending conduct, the following instructions shall be followed:

a. Release of movable/immovable property documents

i. The Company shall release all the original movable / immovable property documents and remove charges registered with any registry within a period of 30 days after full repayment/settlement of the loan account**.**

ii. The borrower shall be given the option of collecting the original movable/ immovable property documents either from the banking outlet/branch where the loan account was serviced or any other office of the Company where the documents are available, as per her/his preference.

iii. The timeline and place of return of original movable/immovable property documents shall be mentioned in the loan sanction letters issued on or after the effective date.

iv. In order to address the contingent event of demise of the sole borrower or joint borrowers, Company will have a well laid out procedure for return of original movable/immovable property documents to the legal heirs. Such procedure shall be displayed on the website of Company along with other similar policies and procedures for customer information.

b. Compensation for delay in release of movable/immovable property documents

i. In case of delay in releasing of original movable/immovable property documents or failing to file charge satisfaction form with relevant registry beyond 30 days after full repayment/ settlement of loan, Company shall communicate to the borrower reasons for such delay. In case where the delay is attributable to the NBFC, it shall compensate the borrower at the rate of ₹5,000 for each day of delay.

ii. In case of loss/damage to original movable/immovable property documents, either in part or in full, Company will assist the borrower in obtaining duplicate/certified copies of the movable/immovable property documents and shall bear the associated costs. However, in such cases, an additional time of 30 days will be available to the Company to complete this procedure and the delayed period penalty will be calculated thereafter (i.e., after a total period of 60 days).

iii. The compensation provided under these directions shall be without prejudice to the rights of a borrower to get any other compensation as per any applicable law

9. RESET OF FLOATING INTEREST RATE ON EQUATED MONTHLY INSTALMENTS (EMI) BASED PERSONAL LOANS (IF APPLICABLE):

1. At the time of sanctioning EMI-based floating rate personal loans, the Company shall assess the borrower's repayment capacity with adequate margin for possible increases in external benchmark rates, and shall put in place a policy framework to ensure that any change in loan tenor or EMI amount due to rising interest rates is implemented only with proper communication to and, where applicable, consent of the borrower, thereby ensuring transparency and borrower protection in line with RBI directions.

a) At the time of sanction, Company will clearly communicate to the borrowers about the possible impact of change in benchmark interest rate on the loan leading to changes in EMI and/or tenor or both. Subsequently, any increase in the EMI/ tenor or both on account of the above shall be communicated to the borrower immediately through appropriate channels.

b) At the time of reset of interest rates, Company will provide the option to the borrowers to switch over to a fixed rate as per their Board -approved Policy. The

policy, inter alia, may also specify the number of times a borrower will be allowed to switch during the tenor of the loan.

c) The borrowers shall also be given the choice to opt for (a) enhancement in EMI or elongation of tenor or for a combination of both options; and, (b) to prepay, either in part or in full, at any point during the tenor of the loan. Levy of foreclosure charges/ prepayment penalty shall be subject to extant instructions.

d) All applicable charges for switching of loans from floating to fixed rate and any other service charges/ administrative costs incidental to the exercise of the above options shall be transparently disclosed in the sanction letter and also at the time of revision of such charges/ costs by the Company from time to time.

e) Company shall ensure that the elongation of tenor in case of floating rate loan does not result in negative amortization.

f) Company shall share/ make accessible to the borrowers, through appropriate channels, a statement at the end of each quarter which shall at the minimum, enumerate the principal and interest recovered till date, EMI amount, number of EMIs left and annualized rate of interest/Annual Percentage Rate (APR) for the entire tenor of the loan. Company shall ensure that the statements are simple and easily understood by the borrower.

g) The Company shall establish appropriate internal monitoring and control mechanisms to ensure timely, accurate and consistent transmission of changes in the applicable benchmark interest rate to eligible floating rate loan accounts, in accordance with the Board-approved policy, loan agreement and applicable regulatory requirements. (if Applicable)

2. Apart from the equated monthly instalment loans, these instructions would also apply, mutatis mutandis, to all equated instalment-based loans of different periodicities.

3. All existing borrowers shall be sent a communication, through appropriate channels, intimating the options available to them

10. GENERAL:

(a) The Company will refrain from interference in the affairs of the borrower except for the purposes provided in the terms and conditions of the loan agreement (unless new information, not earlier disclosed by the borrower, has come to the notice of the lender).

(b) In case of receipt of request from the borrower for transfer of borrower account, the consent or otherwise i.e. objection of the Company, if any, will be conveyed within 21 days from the date of receipt of request. Such transfer shall be as per transparent contractual terms in consonance with law.

(c) The Company shall maintain an appropriate system or process to record, track and dispose of all requests received from borrowers for transfer of loan accounts, issuance of No Objection Certificate (NOC), foreclosure, closure or any other servicing request. Such requests shall be processed in a time-bound manner and appropriate records shall be maintained for audit and regulatory purpose.

11. RESPONSIBILITY OF BOARD OF DIRECTORS:

The principles contained in this Fair Practices Code shall be implemented across all aspects of the Company's operations, including product design, marketing, loan origination, credit appraisal, loan servicing, recovery, customer service and outsourcing arrangements. The Company shall demonstrate its commitment to fair practices through appropriate governance, employee accountability, internal controls, monitoring, periodic audits, training programmers and technology-driven compliance mechanisms.

The Board of Directors and the Senior Management of the Company shall be responsible for ensuring effective implementation of this Fair Practices Code and for fostering a culture of responsible business conduct across the organization.

a) The Board of Directors of the Company shall also lay down the appropriate grievance redressal mechanism within the organization. Such a mechanism shall ensure that all disputes arising out of the decisions of Company's functionaries are heard and disposed of at least at the next higher level.

b) The Board of Directors shall also provide for periodical review of the compliance of the Fair Practices Code and the functioning of the grievance redressal mechanism at various

levels of management. A consolidated report of such reviews shall be submitted to the Board at regular intervals, as may be prescribed by it.

12. FURTHER ASSISTANCE:

a) The Company shall ensure that all charges, fees and other financial obligations are disclosed transparently to borrowers and that the terms and conditions governing credit facilities are communicated in writing in a clear and understandable manner. Any grievance arising out of the Company's lending activities shall be addressed through an effective and transparent grievance redressal mechanism established by the Company.

b) The Company shall maintain the privacy and confidentiality of customer information except where disclosure is required under applicable law, regulatory directions, judicial orders or with the explicit consent of the customer. The Company shall also maintain an effective grievance redressal mechanism, and the details of the Grievance Redressal Officer together with the complaint escalation mechanism shall be prominently displayed at its offices, wherever applicable, and on its website.

Complaints:

In case of any complaint or grievance, the applicant/borrower may submit the complaint in writing, through email, the Company's website, customer care channels or any other communication channel notified by the Company. The Company shall acknowledge the complaint, where applicable, and take prompt steps for its resolution in accordance with its Grievance Redressal Mechanism.

Grievances Redressal Mechanism

The Company has in place Board approved Grievance Redressal Mechanism within the organization which shall also deal with the issue relating to services provided by the Company’s DLAs, Lending Service Providers or outsourced agency. The same is displayed on the website of the Company.

The Company shall maintain a centralized complaint management system for recording, tracking, monitoring and resolving customer complaints received through various channels, including e-mail, telephone, website, digital platforms, physical correspondence and any other communication channels notified by the Company. The system shall facilitate appropriate categorization of complaints, assignment of responsibility, monitoring of

resolution timelines and maintenance of records for regulatory, audit and internal review purposes.

All disputes in relation to the products and services shall be heard and disposed of within 30 days from the date of receipt of the complete details in respect of the grievance.

Grievance Redressal – Contact Details
In case of grievances you may contact the Grievance Redressal Officer, please contact us in any of the following ways:

Name of Grievance Redressal Officer: Mr. Pankaj Joshi
Email: Pankaj.joshi@ramfincorp.com
Address: 8/9, 2nd Floor, WEA, Karol Bagh, New Delhi – 110005
Contact No.: +91-9712119330

Feedback and Suggestions
We request our customers to provide feedback on our service to help us to improve our services.

Monitoring & Review
The Company has designated a Grievance Redressal Officer to monitor compliance with this Fair Practices Code and ensure timely resolution of customer grievances.

13. RESERVE BANK – INTEGRATED OMBUDSMAN SCHEME, 2026:

a) The Company shall comply with the Reserve Bank – Integrated Ombudsman Scheme, 2026, as amended from time to time.

b) The Company shall appoint a Principal Nodal Officer (PNO) and/or Nodal Officer(s) (NOs) in accordance with the Scheme, who shall be responsible for representing the Company and furnishing information, documents and replies to the Office of the RBI Ombudsman in respect of complaints filed against the Company.

c) The name, designation and contact details (telephone/mobile number and e-mail address) of the Principal Nodal Officer and/or Nodal Officer(s), along with details of the RBI Complaint Management System (CMS) portal, shall be prominently displayed at all places where business is transacted and on the Company's website for the benefit of customers.

d) The salient features of the Reserve Bank – Integrated Ombudsman Scheme, 2026 shall be displayed prominently at all offices and on the Company's website so that customers are adequately informed about the grievance redress mechanism. Customers may lodge complaints with the RBI through any of the following modes:

Online: Complaint Management System (CMS) Portal – https://cms.rbi.org.in
E-mail: crpc@rbi.org.in
Physical Mode: Duly signed complaint form along with supporting documents may be sent to:
Centralized Receipt and Processing Centre (CRPC)
Reserve Bank of India
Central Vista, Sector 17
Chandigarh – 160017
RBI Contact Centre (for guidance and complaint status):
Toll-Free Number: 14448
IVRS: Available 24×7
Customer Support: 8:00 AM to 10:00 PM (Monday to Saturday, except National Holidays)

e) The Company shall ensure that any appointment, resignation, replacement or change in the details of the Principal Nodal Officer (PNO) is intimated to the Reserve Bank of India in accordance with the applicable provisions of the Reserve Bank – Integrated Ombudsman Scheme, 2026 and other applicable regulatory instructions. The Company shall also promptly update the name, designation and contact details of the Principal Nodal Officer on its website, at all places where business is transacted (where applicable), and in all relevant customer communication channels to ensure that customers have access to the latest grievance redressal contact details.

f) A consolidated report on the periodic review of compliance with the Fair Practices Code and the effectiveness of the grievance redressal mechanism shall be placed before the Board of Directors or the Committee of the Board at such intervals as may be prescribed by the Board.

14. REGULATION OF EXCESSIVE INTEREST CHARGED BY COMPANY:

(a) The Board of the Company shall adopt an interest rate model taking into account relevant factors such as cost of funds, margin and risk premium and determine the rate of interest to be charged for loans and advances. The rate of interest and the approach for gradations

of risk and rationale for charging different rate of interest to different categories of borrowers shall be disclosed to the borrower or customer in the application form and communicated explicitly in the sanction letter.

(b) The Board shall establish principles for determining interest rates, processing fees, and other charges. The applicable terms, interest rates, and charges shall be clearly disclosed to borrowers in accordance with the Fair Practices Code and applicable RBI directions.

(c) The rates of interest and the approach for gradation of risks shall also be made available on the website of the companies or published in the relevant newspapers. The information published on the website or otherwise published shall be updated whenever there is a change in the rates of interest.

(d) The rate of interest must be an annualized rate so that the borrower is aware of the exact rates that would be charged to the account.

(e) The Company shall ensure complete transparency in respect of all charges applicable to a loan, including processing fees, penal charges, foreclosure/prepayment charges (where applicable) and any other applicable fees or charges. Such charges, together with the Annual Percentage Rate (APR) or effective cost of credit, wherever applicable, shall be clearly disclosed to the borrower in the Key Fact Statement, sanction letter, loan agreement and other relevant loan documents at the time of sanction/disbursement of the loan. Any revision in the applicable interest rate or charges shall be communicated to the borrower in a timely manner The Company shall ensure that interest rates and charges remain fair, reasonable and consistent with its Board-approved Interest Rate Policy and shall not levy excessive or unfair interest or charges.

(f) The Company shall ensure that interest rates and charges are fair, reasonable, transparent, and determined in accordance with its Board-approved Interest Rate Policy and applicable RBI directions. The Company shall not levy excessive or unfair interest or charges.

(g) The Company's Board-approved Interest Rate Policy shall also be hosted on the Company's website and kept updated from time to time for the information of borrowers and other stakeholders.

(h) The Company shall periodically review its interest rate model and lending rates through an internal governance framework. Such review shall include market benchmarking, peer

comparison, assessment of customer complaints relating to interest rates or charges, and evaluation of whether the rates or charges may be excessive, unfair or inconsistent with the Company's Board-approved Interest Rate Policy. Any material deviation, adverse trend or identified concern shall be placed before the Board of Directors or the appropriate Board Committee for review and necessary corrective action

(i) The Company shall establish appropriate internal audit and compliance review mechanisms to periodically verify that no component of interest is recovered or disguised as fees, charges, commissions or any other levy that has not been appropriately disclosed to the borrower or approved under the Board-approved Interest Rate Policy. Any deviation identified during such review shall be reported to the appropriate management authority and corrective action shall be taken promptly.

(j) The Company shall ensure that any revision in its Board-approved Interest Rate Policy or pricing framework is applied to existing loan accounts, wherever applicable, at the time of the next review, renewal, reset or such other event as provided in the loan agreement and applicable regulatory requirements. The borrower shall be informed of such changes through appropriate communication before the revised terms become effective.

(k) The Company shall ensure that all interest rates, special or dual rate loan products (where offered), fees and charges are governed by its Board-approved Interest Rate Policy and are fully disclosed to the borrower. Any charges waived by the Company shall not subsequently be recovered unless expressly permitted under the loan agreement and applicable law. The Company shall maintain appropriate system controls to prevent levy or recovery of any undisclosed charge.

15. NON-LEVY OF FORECLOSURE CHARGES / PRE-PAYMENT PENALTY:

(a) The Company shall not levy foreclosure charges or pre-payment penalties on any floating rate term loan sanctioned to an individual borrower for purposes other than business, with or without co-obligant(s), in accordance with the applicable regulatory requirements. Such exemption shall apply irrespective of the source of funds used by the borrower for pre-payment, whether in part or in full, and no minimum lock-in period shall be prescribed or imposed for availing such exemption. In the case of dual-rate or special-rate loans comprising a combination of fixed and floating interest rates, the applicability of foreclosure charges or pre-payment penalties shall be determined based on whether the loan carries a floating interest rate at the time of such pre-payment, in accordance with the applicable regulatory requirements.

(b) The Company shall not levy any foreclosure charges, pre-payment charges or penalties where the pre-payment or closure of the loan is effected at the instance of the Company.

16. COMPLAINTS ABOUT EXCESSIVE INTEREST CHARGED BY NBFCS

(a) Company recognize that charging fair and reasonable interest is essential to building long-term trust with our customers. While interest rates are determined by the company, we are committed to ensuring that they remain justifiable, sustainable, and in line with normal financial practices. We will not levy interest or charges at levels that could be considered excessive or unfair.

(b) To achieve this, our Board has laid down clear internal principles and procedures for determining interest rates, processing fees, and other applicable charges. These principles are guided by transparency, fairness, and accountability. Customers will always be informed in a clear and transparent manner about the applicable terms and conditions of their loans, in line with our Fair Practices Code.

17. DIGITAL LENDING AND CUSTOMER PROTECTION:

(a) The Company shall undertake all digital lending activities, whether directly or through Digital Lending Applications (DLAs), Lending Service Providers (LSPs) or any other outsourced service provider, strictly in accordance with the applicable RBI directions governing digital lending, as amended from time to time. The Company shall remain fully responsible for all actions and services performed by such entities on its behalf.

(b) The Company shall ensure that borrowers are provided with all mandatory disclosures, including the Key Fact Statement (KFS), Annual Percentage Rate (APR), applicable fees and charges, and the terms and conditions of the loan before execution of the loan agreement. Loan disbursements shall be made directly into the borrower's bank account, and repayments shall ordinarily be received directly into the Company's designated bank account, except where otherwise permitted under applicable RBI directions.

(c) The Company shall collect customer data only with the borrower's explicit consent and only to the extent necessary for the purpose of providing the loan or complying with applicable laws. The Company shall not access mobile phone resources, personal information or device features except as expressly permitted under applicable RBI directions and with the borrower's explicit consent. Customer data shall be processed,

stored, retained, shared and deleted in accordance with applicable laws, regulatory requirements and the Company's privacy policy.

(d) The Company shall ensure that all DLAs and LSPs engaged by it adhere to the applicable regulatory requirements relating to customer protection, data privacy, grievance redressal, recovery practices, outsourcing, audit, monitoring and compliance. The details of the Company's digital lending arrangements, customer grievance redressal mechanism and privacy policy shall be made available through the Company's website and/or digital lending platforms, wherever applicable.

(e) The Company shall ensure that every Digital Lending Application (DLA) prominently displays the name of the Company, customer care details, Grievance Redressal Officer, privacy policy, Key Fact Statement and links to the Company's website, wherever applicable under RBI directions.

18. RECOVERY AGENTS , DSAS, DMAS, LENDING SERVICE PROVIDERS (LSPS) AND OUTSOURCED SERVICE PROVIDERS:

(a) The Company shall not resort to intimidation, coercion, harassment, persistent contact at odd hours, or any unlawful recovery practice while recovering loans. Employees and recovery personnel shall be adequately trained to deal with customers courteously and professionally.

(b) The Company shall ensure that loan recovery activities are undertaken only through its authorized employees or duly authorized recovery agents. The Company shall maintain the privacy and confidentiality of the borrowers throughout the recovery process and shall remain responsible for the conduct of its recovery agents, Lending Service Providers (LSPs), Digital Lending Applications (DLAs) and other outsourced service providers engaged in recovery-related activities. Borrowers shall have access to the Company's Grievance Redressal Mechanism to report any misconduct or deficiency in service by such persons, and all such complaints shall be addressed promptly, fairly and in a time-bound manner.

(c) The Company shall ensure that recovery agents contact borrowers only during reasonable hours prescribed by RBI, carry proper identification, behave courteously, avoid intimidation, harassment or coercive practices, respect customer privacy and dignity, and comply with all RBI instructions applicable to recovery agents and outsourced recovery service providers.

(d) The Company shall ensure that neither it nor its employees, recovery agents or any outsourced service providers resort to intimidation, harassment or coercive recovery practices of any kind. Without prejudice to the generality of the foregoing, they shall not publicly humiliate borrowers, intrude upon the privacy of the borrower or the borrower's family members, referees or friends, send inappropriate messages through mobile phones or social media, make threatening or anonymous calls, repeatedly contact borrowers without reasonable cause, or contact borrowers for recovery of overdue loans before **8:00 a.m.** or after **7:00 p.m.**, except where otherwise permitted under applicable law or expressly requested by the borrower. They shall also not make any false, misleading or deceptive representations while undertaking recovery activities.

(e) The Company shall ensure that its employees, Direct Selling Agents (DSAs), Direct Marketing Agents (DMAs), Lending Service Providers (LSPs), recovery agents and other customer-facing personnel receive periodic training on fair solicitation practices, responsible customer interactions, product features and terms, customer privacy and confidentiality obligations, applicable regulatory requirements and the principles contained in this Fair Practices Code.

(f) Where the Company is entitled to take possession of any security or hypothecated asset upon default, it shall do so strictly in accordance with the terms of the loan agreement and applicable law. The Company shall provide the borrower with the prescribed notice period, wherever applicable, and may waive such notice only in circumstances permitted under law or the loan agreement. Before sale of the repossessed asset, the borrower shall be provided a final opportunity to repay the outstanding dues and redeem the asset. The possession, valuation, auction/sale and realization process shall be carried out in a fair, transparent and non-discriminatory manner, and any surplus amount remaining after adjustment of the outstanding dues and permissible expenses shall be returned to the borrower in accordance with applicable law and the terms of the loan agreement.

(g) The Company shall engage Recovery Agents, Direct Selling Agents (DSAs) and Direct Marketing Agents (DMAs) only after undertaking appropriate due diligence, including verification and other background checks, wherever applicable. The Company shall ensure periodic re-verification of such personnel in accordance with its internal policy and applicable regulatory requirements.

(h) The Company shall maintain a documented vendor onboarding and due diligence framework for Recovery Agents, Direct Selling Agents (DSAs), Direct Marketing Agents (DMAs), Lending Service Providers (LSPs) and other outsourced service providers, as

applicable. Appropriate compliance checklists shall be used during onboarding and periodic review to ensure adherence to applicable regulatory requirements, contractual obligations and the standards prescribed under this Fair Practices Code and other applicable internal policies.

(i) Every Recovery Agent shall carry a valid authorization letter and identity card issued by the Company or the authorized recovery agency while interacting with borrowers. The Company shall maintain and disclose on its website the updated list of empaneled recovery agencies.

(j) The Company shall obtain an appropriate undertaking from all DSAs/DMAs and recovery agencies confirming compliance with the applicable regulatory guidelines, the Company's Fair Practices Code, Code of Conduct, customer confidentiality requirements and responsible recovery practices.

(k) The Company shall ensure that all telemarketing and customer contact activities are undertaken only through telemarketers registered with TRAI and/or the Department of Telecommunications (DoT), as applicable. The Company shall furnish, register, maintain and keep updated the details of all customer contact numbers, headers and other identifiers used for telemarketing or customer communications with the concerned authorities, including TRAI, wherever required under the applicable regulatory framework.

19. LOAN FACILITIES TOPHYSICALLY/VISUALLY CHALLENGED COMPLAINTS:

The Company will not discriminate in extending products and facilities including loan facilities to physically/visually challenged applicants on grounds of disability.

20. REVIEW:

(a) The Board of Directors shall review this Fair Practices Code at least once every year, or earlier whenever required due to changes in applicable laws, regulatory requirements or RBI directions. Any amendments shall be approved by the Board of Directors.

(b) The Company shall implement this Fair Practices Code through appropriate internal policies, Standard Operating Procedures (SOPs), system controls and employee training programmers to ensure consistent compliance across all customer-facing functions.

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