

FAIR PRACTICE CODE

1. INTRODUCTION

Finagle Financial Services Private Limited referred as “Finagle” is a non-deposit taking Non-Systemically Important NBFC, classified as Base Layer NBFC as per Scale Base Regulations 2023, as amended from time to time, holding valid COR as on date is engaged in providing unsecured and secured loan to retailers, corporates, individuals and self-employed to meet their financial requirements. The Company delivers its lending services through its own branch network & Digital lending Platform as well as through regulated Lending Service Providers (LSPs) and Digital Lending Applications (DLAs), details of which are transparently disclosed on the Company’s official website.

At Finagle, our vision is driven by the transformational potential of India’s entrepreneurial ecosystem. We recognize and aim to empower the immense financial aspirations of retailers, corporates, individuals and self-employed across the country. The organization endeavors to review and follow the policy guidelines laid by Reserve Bank of India as amended from time to time, to set up fair business practices while dealing with its customers.

Accordingly this fair practice code (“FPC or Code”) has been amended pursuant to the Master Direction – Reserve Bank of India (Non-Banking Financial Company –Scale Based Regulation) Directions, 2023 (Amended as on date (17.07.2025) has also issued directions for sourcing of loans over Digital Lending Platforms (Digital lending) and outsourcing of Financial Services - Responsibilities of regulated entities employing Recovery Agents and Guidelines on Digital lending respectively.

Finagle Financial Services Private Limited is presently in the business of providing different types of loans which includes Personal Loans, Unsecured Loan to SMEs, retail loans etc., to its various customers. Such credit facilities are extended to different types of customers, which include Individuals, Partnership Firms, Companies and other Legal entities. Hence, in compliance with the said directions, this Code has been framed, approved and reviewed by Board of Company from time to time. The Company shall at all times adopt best business and customer service practices from time to time and make appropriate modifications, as necessary to this Code.

The Fair Practice Code sets out the principles for fair practices/ standards while dealing with its customers.

This Fair Practices Code applies uniformly across all products and services offered by the Company, existing as well as those introduced in the future, and governs all modes of service delivery including in-branch interactions, telephonic engagement, digital platforms, and outsourced lending models

2. OBJECTIVES

The primary purpose of this Fair Practices Code is to establish a framework of ethical and customer-centric practices that guide Finagle's operations across all its lending activities. The objectives of the FPC are as follows:

- A. To Promote Ethical and Transparent Practices:** To encourage and institutionalize fair, professional, and responsible conduct by prescribing minimum service standards in all customer interactions, particularly in the sourcing, processing, approval, disbursement, and recovery of loans.
- B. To Ensure Transparency in Dealings:** To uphold the principles of transparency and disclosure by providing customers with clear, comprehensible, and adequate information regarding loan terms, applicable charges, interest rates, repayment obligations, and grievance redressal procedures, thereby helping them make informed financial decisions.
- C. To Foster a Fair and Respectful Relationship with Borrowers:** To build and maintain a respectful, non-discriminatory, and trust-based relationship with customers by adhering to principles of equity, integrity, and dignity in all dealings, including during loan servicing and recovery processes.
- D. To Enhance Financial Literacy and Customer Awareness:** To actively educate and inform existing and prospective borrowers about the terms and implications of borrowing, their rights and responsibilities, and the mechanisms available for addressing grievances, with a view to strengthening overall borrower awareness and empowerment.

3. APPLICATION

- A. Scope of Coverage:** This Fair Practices Code shall be uniformly applicable to all products and services offered by Finagle Financial Services Private Limited, regardless of the mode of delivery. It shall govern customer interactions conducted:
 - I. At branch offices or customer touchpoints,
 - II. Digital lending Platform
 - III. Over the counter or via field sales personnel,
 - IV. Through telephonic communications, postal correspondence, e-mails, or other electronic or digital channels,
 - V. Through Lending Service Providers (LSPs) or Digital Lending Applications (DLAs) engaged by the Company, and
 - VI. In all outsourced arrangements involving customer-facing functions.
- B. Applicability to Borrower Categories:** This Code shall apply to all categories of borrowers, including but not limited to:

- I. Prospective borrowers who approach or are approached by the Company for loan related inquiries.
 - II. Applicants whose loan applications are under process or have been declined,
 - III. Borrowers who have received loan sanction and/or disbursement, IV.
- Individuals and entities serviced directly by the Company or through any third party LSP/DLA.

This comprehensive applicability ensures that all borrowers, at every stage of the lending lifecycle, are treated fairly, transparently, and in accordance with the principles laid out in this Code.

4. FINAGLE KEY COMMITMENTS

Finagle is committed to upholding the highest standards of integrity, fairness, and professionalism in all its interactions with customers. The Company shall adhere to the following principles:

- A. Commitment to Fairness and Integrity:** The Company shall at all times conduct its business dealings with fairness, honesty, and integrity. All customer interactions—whether in person, telephonically, or digitally—shall be carried out in a professional, non-discriminatory, and transparent manner.
- B. Compliance with Legal and Regulatory Frameworks:** The Company shall comply fully with all applicable laws, rules, regulations, and directions issued by the Reserve Bank of India and other competent authorities. Every product or service offered shall be in accordance with the standards prescribed under this Fair Practices Code and other applicable regulatory guidelines.
- C. Truthful and Responsible Advertising:** All advertising, marketing, and promotional materials issued by the Company shall be factual, clear, and not misleading in any way. The Company shall ensure that customers are not misled by exaggerated claims or ambiguous terms.
- D. Transparent Disclosure of Loan Terms:** The Company shall maintain transparency in all communications related to its products and services. It shall clearly disclose key terms such as:
 - I. Annualized Rate of Interest (ROI)
 - II. Annual Percentage Rate (APR)
 - III. Nature of the interest rate (fixed/floating)
 - IV. Tenure of the loan
 - V. Frequency and schedule of repayment
 - VI. Processing fees, legal and insurance charges
 - VII. Penal charges, bounce charges, foreclosure/prepayment charges
 - VIII. Any other incidental fees

This information shall be made available in the loan documentation and/or

displayed prominently on the Company's official website.

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- E. Responsible Communication and Marketing:** From time to time, the Company may communicate with its customers regarding the features and benefits of products or services availed by them or provide information about third-party offerings or promotional campaigns. Such communication shall only be made after obtaining the prior written or digitally recorded consent of the customer, in compliance with applicable data protection and marketing norms.
- F. Code of Conduct for DSAs and DSTs:** The Company shall adopt and enforce a clear and transparent Code of Conduct for all its Direct Selling Agents (DSAs), Direct Selling Teams (DSTs), and tele-callers. All such representatives shall be adequately trained and supervised to ensure that they adhere to the standards outlined in this Fair Practices Code and treat customers fairly and respectfully.
- G. Data Privacy and Confidentiality:** The Company shall safeguard the personal, financial, and transactional information of its customers. All customer data shall be collected, stored, processed, and disclosed strictly in accordance with applicable laws, including the Information Technology Act and RBI's digital lending guidelines. Such information shall not be shared with any third party without the customer's express consent, unless required by law or regulatory directive.
- H. Educating Customers on Product Features:** The Company shall take proactive steps to help customers understand the financial implications of the products they are availing. This includes providing simple, comprehensible explanations of terms, repayment obligations, and any associated risks.
- I. Promoting Awareness of Fair Practices Code:** The Company shall actively promote awareness about the Fair Practices Code among existing as well as potential borrowers. This includes educating customers about their rights, obligations, and grievance redressal options under this Code.
- J. Efficient Complaint Resolution:** The Company shall handle customer complaints with urgency, sensitivity, and professionalism. It will provide clear information on how to lodge a complaint and guide customers on how to escalate unresolved issues through a well-defined grievance redressal mechanism.
- K. Public Availability of the Code:** The Fair Practices Code shall be made easily accessible to customers. It will be published on the Company's official website and printed copies shall be made available upon request at branch offices or customer service centers.

5. INFORMATION

- A. Product Suitability and Informed Choice:** The Company is committed to helping customers make well-informed borrowing decisions. It shall provide comprehensive and comprehensible information about its loan products and services, including the key features, terms, risks, repayment structures, and associated costs, to enable customers to choose offerings that best meet their financial needs and repayment capacity.

- B. **Document Checklist and Legal Compliance Requirements:** To ensure compliance with Know Your Customer (KYC), Anti-Money Laundering (AML), and other statutory requirements, the Company shall provide the customer with a clear checklist

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of required documents. This includes, but is not limited to, proof of identity, address, income, and business credentials, as applicable. The checklist shall be made available at the time of application in digital and/or physical formats.

6. APPLICATION FOR LOAN AND THEIR PROCESSING

- A. **Language of Communication:** All communications—including loan documents, application forms, sanction letters, and Key Fact Statements (KFS)—shall be provided to the customer in English or in a language clearly understood by the borrower, as required under RBI guidelines.
- B. **Loan Application Form Disclosures:** The loan application form shall be designed to disclose all essential terms affecting the interest of the borrower. This enables the borrower to compare Finagle's offerings with those of other NBFCs and make an informed financial decision.
- C. **List of Required Documents:** Each loan application form shall be accompanied by a detailed list of documents that the applicant must submit for verification and underwriting. These include mandatory documents for identification, financial capacity, collateral (if applicable), and any additional supporting documents required under regulatory norms.
- D. **Disclosure of Key Pricing Information at Sourcing Stage:** At the time of loan sourcing, the Company shall disclose the indicative range of annualized rate of interest (ROI) for the loan product in question. Additionally, Finagle shall communicate:
- I. The method of interest computation,
 - II. Prepayment options and applicable conditions,
 - III. Processing fees, service charges, legal fees, insurance charges, and any other incidental costs.

This ensures the borrower can meaningfully compare options across financial institutions before availing the facility.

7. LOAN APPRAISAL AND TERMS/ CONDITIONS

- A. Finagle shall endeavor to collect all necessary information and documentation for credit evaluation at the time of initial application. In the event further details are required for due diligence or risk profiling, the Company shall promptly reach out to the customer.
- B. Each application shall be evaluated based on the applicant's creditworthiness, in accordance with the Company's internal credit policies, risk parameters, and underwriting guidelines. Finagle shall carry out due diligence, including reviewing

credit reports, income sources, repayment history, and other relevant factors.

- C. The Company will convey in writing to the borrower in the English or language understood by the borrower by means of sanction letter and KFS, the amount of loan sanctioned along with the terms and conditions including annualized rate of interest ,

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Loan tenure, EMI amount and method of application thereof and keep the acceptance of these terms and conditions by the borrower on its record. The Company will mention the penal charge which will be charged for late repayment and / or any other default on the part of the customer, in bold in the loan agreement.

- D. The exact due dates for repayment of a loan, frequency of repayment, breakup between principal and interest, examples of SMA/NPA classification dates, etc. shall be communicated to the borrower at the time of loan sanction and also at the time of subsequent changes, if any, to the sanction terms/ loan agreement till full repayment of the loan. In cases of loan facilities with moratorium on payment of principal and / or interest, the exact date of commencement of repayment shall also be communicated to the borrower.
- E. The company shall keep the written acceptance of all these terms and conditions by the customer in its records. Penal/default charges late payment charges or penalties charged for late repayment, shall be highlighted in bold to sensitize the Customers about consequences of delay in payment of periodic instalments and/or any breach of the terms of the loan agreement and sanction letter.
- F. The company shall provide copies of all the loan documents executed by the customer along with a copy of each of its enclosures as per the Loan Documentation to every customer, subsequent to loan disbursement. These may be shared digitally (email/PDF) or in physical form, as per the borrower's preference and regulatory norms.

8. PENAL CHARGES IN LOAN ACCOUNT

- A. Any penalty imposed due to the borrower's non-compliance with material terms and conditions of the loan agreement shall be levied strictly as 'penal charges' and not as 'penal interest'. Such charges should not be added to the effective rate of interest on the loan. There shall be no capitalization of penal charges, i.e., no further interest shall be levied on unpaid penal charges. This policy is in alignment with the RBI's circular on fair lending practices, though it does not restrict the compounding of standard interest as per loan terms.
- B. The Company shall not introduce any additional component to the rate of interest and company will ensure compliance with these guidelines in both letter and spirit. C. The Company shall update the existing board approved interest rate policy on penal charges or similar charges on loans.
- 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 applicable 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 applicable, in addition to being displayed on Company's

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website under Interest rates and Service Charges.

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

9. DISBURSEMENT OF LOANS INCLUDES CHANGES IN TERMS AND CONDITIONS

A. Disbursement shall be made in accordance with the disbursement schedule and/or terms agreed with the customer as per the loan Agreement/ sanction Letter. B. The Company shall give notice to the customer in English or a language as understood by the customer of any change in the terms and conditions including disbursement schedule, RoI, service charges, pre- payment charges, other applicable fee/charges etc. The Company shall also ensure that changes in RoI and charges are affected only prospectively with prior intimation to the customer. A suitable condition in this regard shall be incorporated in the loan agreement.

- C. Any decision by the Company to recall the loan, accelerate repayment, or demand early performance under the loan agreement shall be taken in accordance with the provisions contained in the loan documentation.
- D. The Company will release all securities on repayment of all dues or on realization of the outstanding amount of loan subject to any legitimate right or lien for any other claim the Company may have against borrower. If such right to 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 the Company is entitled to retain the securities till the relevant claim is settled/paid.

10. RESPONSIBLE LENDING CONDUCT – RELEASE OF MOVABLE/IMMOVABLE PROPERTY DOCUMENTS ON REPAYMENT/ SETTLEMENT OF PERSONAL LOANS.

A Standard Operating Procedure (SOP)- Property Documents Handover & Charge Release Process in line with RBI guidelines has been put in place for where release of original movable/immovable property documents

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 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
- IV. In order to address the contingent event of demise of the sole borrower or joint borrowers, the Company has a procedure for returning original movable/immovable property documents to the legal heirs or successors, subject to submission of valid proof and claims.

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

- I. In case of delay in releasing original movable/immovable property documents or failing to file charge satisfaction form with relevant registry beyond 30 days after full repayment/ settlement of loan, the Company shall communicate to the borrower reasons for such delay. In case the delay is attributable to the Company, 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, the Company shall assist the borrower in obtaining duplicate/certified copies of the movable/immovable property documents and shall bear the associated costs, in addition to paying compensation as indicated at clause above. 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.

11. COLLECTION OF DUES:

- A. At the time of giving a loan to the customer Company shall explain to the customer the repayment process including instalment amount, tenure, bounce charges, penal charges, and periodicity of repayment. However, if the customer does not adhere to the repayment schedule, a defined process in accordance with the laws of the land shall be followed for recovery of loan dues. the Company shall initiate recovery actions strictly in accordance with applicable laws and industry best practices. Recovery methods may include:
- I. Issuance of written reminders,

II. Follow-up via telephonic or personal visits, and

III. Enforcement of security interest (if applicable), including repossession of pledged/mortgaged property in accordance with the terms of the agreement.

B. Additionally, the terms and conditions for enforcing security interest and/or re possession of the property / collateral shall be clearly mentioned in the loan or security

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related document. To ensure transparency, the said terms will speak about:

I. Notice period before initiating possession,

II. Circumstances under which the notice period may be waived,

III. Steps for taking possession of security assets,

IV. The borrower's right to make repayment before auction/sale

V. Procedure for handing over repossessed assets (if applicable), and VI.

Process for sale or auction of the secured property.

C. In the matter of recovery of loans, the Company or its agents will resort only to remedies which are legally and legitimately available to it and will not resort to intimidation or harassment of any kind, either verbal or physical, against any person in their debt collection efforts, including acts intended to humiliate publicly or intrude upon the privacy of the debtors' family members, referees and friends, sending inappropriate messages either on mobile or through social media, making threatening and/ or anonymous calls, persistently calling the borrower and/ or calling the borrower before 8:00 a.m. and after 7:00 p.m. for recovery of overdue loans, making false and misleading representations, and will not resort to use of muscle power for recovery of loans, etc. The Company will make all efforts so that its staff is adequately trained to deal with the customers in an appropriate manner.

D. All recovery personnel, whether internal or outsourced, shall receive periodic training to ensure that recovery is conducted in a dignified, civil, and respectful manner. The Company shall take appropriate disciplinary action against any representative violating these principles.

12. GRIEVANCE REDRESSAL MECHANISM

A. The Company has laid down the appropriate grievance redressal mechanism within the organization to resolve disputes arising in this regard which ensures that all disputes arising out of the decisions of the Company's functionaries are heard and disposed of at the next higher level.

B. The Board of Directors shall also periodically review the compliance of the Fair Practices Code and the functioning of Grievance's redressal mechanism at various levels of management. A consolidated report of such reviews shall be submitted to the Board at periodic intervals.

C. In line with the captioned process the Company follows a Three (3) tier approach for redressal of customer grievances, as detailed below:

Level 1: In case of any service request / complaints, the customer may contact the customer engagement team at E Mail grievance.atr@finaglenbfc.com.

On receipt of service request / complaint, an acknowledgement shall be given within 3 (Three) working days by the company to the customer via e-mail/ letter by post/ SMS/any other form of legally valid electronic communication including WhatsApp.

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The Company shall endeavor to resolve to the same within a period of 7 (Seven) working days.

However, in case where a complaint warrants extensive investigation and/or support of the customer to identify the perpetrator, root cause analysis, or under litigation (incl. pending with local Police authorities), the TAT for responding and resolving such complaints may be more than 7 (seven) working days.

In case the customer is not satisfied with the resolution/response provided by the customer engagement team/s as above, then customer shall escalate to Level 2 as given below.

Level 2 : It may be noted that the customers shall approach for resolution of their service request/complaint at the first instance to the customer engagement team as mentioned in Level 1 hereinabove, and if their request / complaint remains unresolved for a period of 7 days or they are dissatisfied with the resolution given, they are required to contact , he may approach the Grievance Redressal Officer (GRO) of the Company at grp.atr@finaglenbfc.com.

We will make our best efforts to resolve customers' complaints at this level in next 7 working days. If the customer is aggrieved by the GRO or rejection of complaint by GRO Office, customer can file an appeal within 30 days of receipt of Award or rejection of complaint to:

Executive Director

Consumer Education & Protection Department Reserve Bank of India The customer may also lodge a complaint through the RBI Complaint Management System (CMS) portal or the Sachet portal at <https://sachet.rbi.org.in>, particularly for reporting frauds or unregulated entities.

13. GENERAL

A. Non-Discrimination in Lending: The Company shall not discriminate against any borrower on the basis of gender, caste, religion, region, marital status, or physical ability while evaluating loan applications or extending financial services. All applicants shall be assessed purely on the basis of financial merit, creditworthiness, and risk assessment in accordance with the Company's approved credit policies.

B. Non-Interference in Customer Affairs: Finagle shall not interfere in the personal or business affairs of a borrower except as may be required for:

- I. Verifying information provided in the loan application,
- II. Monitoring repayment performance or assessing ongoing credit risk,
- III. Complying with statutory and regulatory obligations,
- IV. Or unless new or previously undisclosed material information comes to light during the loan tenure.

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C. Confidentiality and Data Privacy: All personal and financial information of borrowers, as well as data related to their transactions with the Company, shall be treated with strict confidentiality. This information shall not be disclosed to any third party without:

- I. The explicit prior consent of the customer, or
- II. A valid legal, regulatory, or judicial requirement.

Finagle shall adhere to the data protection principles prescribed under the Information Technology Act, 2000, and shall adopt necessary safeguards to prevent unauthorized access, disclosure, or misuse of customer data.

D. Availability of the Fair Practices Code (FPC)

- I. The Company shall make this Fair Practices Code available on its official website.
- II. A physical or electronic copy of the Code shall be provided to any customer upon request, free of charge.
- III. Finagle shall also disseminate information about this Code and related customer rights via its branches, Digital lending Platform, mobile application (if any), customer onboarding channels, and digital communication.

E. Staff Training on Fair Practices: All customer-facing staff, including sales, collections, and customer support personnel, shall undergo periodic training to ensure that their interactions with borrowers align with the ethical standards, service expectations, and regulatory requirements laid down in this Code.

14. POLICY FOR DETERMINING RATE OF INTEREST PROCESSING AND OTHER CHARGES

- A. The Board of Directors has adopted an interest rate model for determining the rate of interest to be charged on loans and advances, processing and other charges taking into account relevant factors such as, cost of funds, margin and risk premium, etc. The rate of interest and the approach for gradations of risk and rationale for charging different rates 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. The Company shall not levy any hidden charges or unapproved fees under the guise of interest or service charges.

- B. The rates of interest and the approach for gradation of risks shall also be made available on the website of the company. The information published on the website should be updated whenever there is a change in the rates of interest.
- C. The rate of interest shall be annualized rate.

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Annexure A

Following Code of Conduct shall be adhered to by all authorized personnel of the Company while engaging in any manner with the customer(s) for Collections of loan dues: I. The code of conduct for collections shall be followed diligently by all staff members of the Collection team and its authorized agents.

- II. Foster customer confidence, long-term relationships and ensuring dignity and respect for customers is maintained.
- III. Courtesy, fair treatment and persuasion shall be the basis of recovery. Unduly coercive methods in collection of dues shall not be adopted
- IV. Fairness and transparency in repossession, valuation and realization of securities shall be made.
- V. Customers would be contacted ordinarily at the place of their choice. In the absence of any specified place, at their place of residence and if unavailable there, then at the place of business / occupation. During visits to customer(s) place for dues collection, decency & decorum shall be maintained.
- VI. Identity and authority to represent the company shall be made known to the customer(s) at the first instance.
- VII. No interference in the affairs of the customer (s). Interaction with them shall be in a civil manner without use of muscle power for recovery.
- VIII. Authorized Representatives shall contact the customer usually between 08:00 a.m. and 19:00 p.m. unless the special circumstances of the customer's business /occupation require otherwise.
- IX. Customer's request to avoid calls at a particular time / particular place shall be honored, to the extent possible.
- X. Customers would be provided with all the information regarding dues and necessary notice would be given for enabling discharge of dues.
- XI. Reasonable notice would be given before repossession of security and its realization.
- XII. At all times, as far reasonably possible, endeavor to resolve disputes / differences regarding dues in a mutually acceptable and orderly manner.
- XIII. Inappropriate occasions such as bereavement in the family or such other calamitous occasions would be avoided for making calls/visits.

XIV. Confidentiality of customer information shall be always maintained. XV. Not send inappropriate messages either on mobile or social media XVI. Shall not make any kind of false and misleading representations to the customer. Recovery agents shall not misrepresent themselves as police officers, court officials, or government authorities, nor falsely claim that legal or criminal action has been initiated unless it actually has. XVII. All the communications in connection with collection/recovery of dues shall be done only with the contact details provided by the customer

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Annexure B

Prudential measures for Loan sourced over Digital Lending Platforms.

- I. Name of the digital lending platforms engaged as agents shall be displayed on the website of the Company.
- II. The Company shall provide a Key Fact Statement (KFS) to the borrower before the execution of the contract in a standardized format for all digital lending products.
- III. The KFS shall, apart from other necessary information, contain the details of APR, the recovery mechanism, details of grievance redressal officer designated specifically to deal with digital lending/ LSP related matter and the cooling-off/ look-up period.
- IV. The digital lending platform shall disclose to the customer that it is interacting with the Company during the course of processing loan applications with the Company. Accordingly, customer communications (such as sanction letters, disbursement confirmation, loan agreement & welcome letter/e-mail) shall also identify the Company as a lender for customers' knowledge and ensuring adequate disclosures.
- V. The sanction letter shall be issued to the borrower on Company's letter head prior to entering into a loan agreement.
- VI. The Company shall ensure that their DLAs or DLAs of their LSPs at on boarding/sign-up stage, prominently display information relating to the product features, loan limit and cost, *etc.*, so as to make the borrowers aware of these aspects.
- VII. A borrower shall be given an explicit option to exit digital loan by paying the principal and the proportionate PR without any penalty during Cooling off/look-up period. The cooling off period shall be determined by the Company. The period so determined shall not be less than three days for loans having tenor of seven days or more and one day for loans having tenor of less than seven days. For borrowers continuing with the loan even after look-up period, pre-payment shall continue to be allowed as per extant RBI guidelines.
- VIII. Executed/accepted copy of loan agreement shall be sent to the customer as an attachment with welcome letter/e-mail or pursuant to loan disbursement.
- IX. In case of any fraud/suspicious activity detected using the name of the Company, the customer shall immediately inform 'GRO' and also report such platforms/apps to RBI

using their Sachet portal (<https://sachet.rbi.org.in>)

X. Customer shall be communicated with customer service and grievance redressal mechanism as per FPC. The First level approach for redressal of customer grievances shall be respective Digital lending partners

XI. The Company shall ensure that they and the Lending Service Provider (LSP) are engaged by them, shall have a suitable nodal grievance redressal officer to deal with

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LSP/ digital lending related complaints/ issues raised by the borrowers and shall also deal with complaints against their respective Digital Lending App (DLA). Further, contact details of grievance redressal officers shall be prominently displayed on the websites of the Company, its LSP and on DLA.

XII. The Company shall communicate to the borrower, at the time of sanctioning of the loan and also at the time of passing on the recovery responsibilities to an LSP or change in the LSP responsible for recovery, the details of the LSP acting as recovery agent who is authorized to approach the borrower for recovery.

XIII. The Company shall ensure all their DLA and LSP act in accordance with the guidelines as stated in circular dated September 02, 2022, on Guidelines on Digital Lending and circular dated June 8, 2023, on framework for Settlements and Technical write-offs.

