FINALEAP FINSERV PRIVATE LIMITED

FAIR PRACTICES CODE

DOCUMENT VERSION HISTORY

Version	Effective Date	Review	Approving Authority	Policy Owner
V 1.1	01-08-2026	Annual	Board of Directors	Compliance Officer

Review Date	Next Review Date	Comments/ Remarks/ Changes
20-07-2026	20-07-2027	Initial adoption pursuant to RBI Guidelines on Fair Practices Code for NBFCs (Master Circular No. RBI/2014-15/34 DNBS (PD) CC No.388/03.10.042/2014-15 dated 1 July 2014)

1 INTRODUCTION

Finaleap Finserv Private Limited (hereinafter referred to as "Finaleap" or "the Company") is a private limited company incorporated under the Companies Act, 2013 and registered with the Reserve Bank of India ("RBI") as a Non-Systemically Important Non-Deposit Taking Non-Banking Financial Company (NBFC-ICC) bearing Registration No. N-13.02426.

The Company is engaged in the business of providing short-term credit products, primarily to salaried individuals and self-employed persons through its digital lending platform.

This Fair Practices Code ("FPC" or "Code") has been formulated in accordance with:

- Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023, as amended from time to time ("RBI SBR Master Directions");
- RBI Guidelines on Fair Practices Code for NBFCs (Master Circular No. RBI/2014-15/34 DNBS (PD) CC No.388/03.10.042/2014-15 dated 1 July 2014);
- RBI Guidelines on Digital Lending (September 2022), as amended from time to time;
- RBI Circular on Key Fact Statement (KFS) for Loans & Advances (April 2024);
- RBI Circular on Penal Charges in Loan Accounts (August 2023);
- Reserve Bank – Integrated Ombudsman Scheme, 2021;
- Digital Personal Data Protection Act, 2023 ("DPDP Act") and Rules thereunder (as notified); and

This Code is approved by the Board of Directors of the Company and comes into force from the effective date mentioned above. In the event of any inconsistency between this Code and any subsequent regulatory direction, such regulatory direction shall prevail. The Company shall make appropriate modifications to this Code to conform to RBI standards as and when required.

> *This Code is publicly available on the Company's website*

2 OBJECTIVES

This Code has been developed with the following objectives:

i. To promote good, fair, and trustworthy lending practices by setting minimum standards in dealing with borrowers.
ii. To enable greater transparency so that customers understand the product, make informed decisions, and have reasonable expectations of services.
iii. To ensure responsible lending, including proper assessment of repayment capacity before sanction of any loan.
iv. To protect borrowers from excessive interest rates, hidden charges, and unfair terms.
v. To ensure ethical, lawful, and non-coercive recovery practices.
vi. To build and maintain customer confidence in the Company.
vii. To promote a fair, cordial, and transparent relationship between the Company and its borrowers.
viii. To provide an effective, accessible, and time-bound grievance redressal mechanism.

3 SCOPE & APPLICABILITY

This Code applies to:

- All retail loan products offered by the Company, including the short-term loan product;
- All customer-facing employees, officers, and directors of the Company;
- All Lending Service Providers (LSPs), Digital Lending Applications (DLAs), collection agents, recovery agencies, and other third parties acting on behalf of the Company;
- All digital channels, platforms, and applications through which the Company's products are offered or serviced.

This Code applies to all stages of the customer lifecycle — from loan application and appraisal, through disbursement and servicing, to recovery and closure.

4 LOAN APPLICATION & PROCESSING

4.1 Language and Communication

The Company's official language for all customer communications shall be English. Where a borrower expresses preference for a vernacular language, all key documents — including the loan application, sanction letter, Key Fact Statement (KFS), and loan agreement — shall be made available in the language preferred by the borrower, to the extent practicable.

4.2 Application Form

The loan application form (digital or physical) shall clearly disclose:

- Eligibility criteria for the short-term digital loan and all retail products;
- Complete list of documents required to be submitted;
- Purpose and basis of data/information sought from the applicant;
- Indicative interest rate range, Annual Percentage Rate (APR), processing fee, and other applicable charges;
- Repayment tenure and schedule; and
- Grievance redressal contacts details.

The above information shall be provided in a manner that allows the applicant to make a meaningful comparison with similar products offered by other NBFCs and make an informed decision.

4.3 Acknowledgement of Application

The Company shall provide digital acknowledgement of receipt of every loan application, containing a unique reference number and date of receipt. If additional documents or information are required, the applicant shall be intimated promptly and in writing.

4.4 Communication of Decision

The Company shall communicate its decision on the loan application — whether sanctioned, partially sanctioned, or rejected — within a reasonable time. Where a loan application is rejected, the Company shall, upon request, convey the primary reasons for rejection, consistent with applicable privacy and business considerations.

4.5 Data Collection (Digital Lending — DPDP Compliance)

In line with RBI Digital Lending Guidelines and the DPDP Act, 2023:

- Explicit consent of the borrower shall be obtained before collecting any personal or financial data;
- Only data necessary for credit appraisal and regulatory compliance shall be collected;
- Access to mobile phone resources (contacts, camera, microphone, etc.) shall not be sought beyond what is specifically permitted and consented to;
- Borrowers shall be informed about the data collected, its purpose, storage, and sharing; and
- No dark patterns or misleading user interface designs shall be employed.

5 CREDIT APPRAISAL & RESPONSIBLE LENDING

The Company is committed to responsible lending. Prior to sanctioning any loan, including the short-term loan product, the Company shall:

- Verify the identity and address of the applicant through KYC documents in compliance with RBI KYC Master Directions;
- Assess the applicant's income, employment status, and financial obligations;
- Evaluate repayment capacity and affordability to ensure the borrower is not over-indebted;
- Check bureau reports from one or more Credit Information Companies (CICs) registered with RBI; and
- Apply internal credit scorecards and risk models calibrated for the short-term product segment.

Repeat loan applications from existing borrowers shall require fresh credit assessment. The Company shall not automatically roll over or extend loans without re-assessing repayment capacity.

> 📌 *The Company shall not sanction loans that are beyond the assessed repayment capacity of the borrower or that create unreasonable indebtedness.*

6 KEY FACT STATEMENT (KFS)

In compliance with RBI's KFS circular (April 2024), the Company shall provide every borrower a standardised Key Fact Statement before execution of the loan agreement. The KFS shall be:

- Issued in a simple, plain-language format as prescribed by RBI;
- Provided in English and, upon request, in the preferred vernacular language of the borrower;
- Delivered digitally or physically to the borrower's registered email/mobile/Infront before execution of the loan agreement; and
- Preserved as part of the loan record.

The KFS for short-term loan shall mandatorily disclose the following:

- Loan amount, tenure, and disbursement date;
- Annual Percentage Rate (APR), inclusive of all interest, fees, and charges, expressed on an annualised basis;
- Processing fee (flat amount and as % of loan);
- Repayment schedule — amount, due date, and mode;
- Penal charges for late repayment (amount or percentage, per day or per instance, as applicable) — prominently displayed in bold;
- Prepayment/foreclosure terms;
- Cooling-off period (if applicable);
- Recovery mechanism and consequences of default;
- Details of Grievance Redressal Officer and RBI Ombudsman; and
- Any other charges as prescribed by RBI from time to time.

> 📌 *No charge, fee, or interest other than those disclosed in the KFS and sanction letter shall be levied on the borrower. The KFS shall be binding on the Company.*

7 LOAN APPRAISAL, AGREEMENT & DISBURSEMENT

7.1 Sanction Letter

Immediately after sanction and before execution of the loan agreement, the Company shall issue a sanction letter on its official letterhead to the borrower. The sanction letter shall disclose:

- Sanctioned loan amount;
- Annualised rate of interest and method of calculation;
- Processing fee and other charges;
- Tenure and repayment schedule;
- Penal charges for late repayment;
- Loan commencement date and repayment due dates; and
- Any other terms and conditions material to the borrower.

The Company shall maintain a record of the borrower's acceptance of the terms and conditions of the sanction letter.

7.2 Loan Agreement

The Company shall provide the borrower a copy of the digitally or physically executed loan agreement in English or in the borrower's preferred vernacular language at the time of disbursement, via registered email/SMS/postal/ by hand. The loan agreement shall:

- Contain all terms agreed upon, consistent with the KFS and sanction letter;
- Clearly set out penal charges for late repayment;
- Contain no clause that is inconsistent with the disclosures in the KFS; and
- Be accompanied by copies of all enclosures referenced therein.

No interest, charge, or fee other than those specified in the sanction letter or KFS shall be binding on the borrower.

7.3 Disbursement

Subject to completion of all documentation and KYC requirements:

- The full sanctioned loan amount shall be disbursed directly to the borrower's loan account number and net disbursement amount directly disbursed to the borrower's verified bank account linked to the borrower's KYC — without any pass-through or pooling accounts;
- No deduction shall be made from the disbursed amount for processing fees or other charges without explicit prior disclosure and consent;
- Disbursement shall occur only after the borrower has digitally or physically executed the loan agreement and the KFS has been delivered; and
- A disbursement confirmation message shall be sent to the borrower's registered mobile number/email.

7.4 Changes in Terms and Conditions

Any changes to interest rates, fees, charges, or other material terms shall be:

- Communicated to the borrower in advance with adequate notice, in language understood by the borrower;
- Effective only prospectively — not retrospectively; and
- Incorporated through a suitable provision in the loan agreement.

8 INTEREST RATE POLICY

To ensure that borrowers are not subjected to excessive interest rates and charges, the Board has adopted a Board-approved Interest Rate Policy. The key features are:

- The Company has adopted a risk-based interest rate model taking into account cost of funds, margin, operating costs, and risk premium.
- The rate of interest is determined based on the credit risk profile of the borrower, including financial strength, repayment history, employment stability, and other relevant parameters.
- The rate of interest shall be disclosed on an annualised basis (APR) in the KFS, sanction letter, and loan agreement, so that the borrower is fully aware of the effective cost of credit.

- The rate of interest and the basis for gradations of risk and rationale for charging different rates to different categories of borrowers shall be available on the Company's website
- At present, the company does not have floating rate term loans, if the company introduces such a product in the future, the company as a policy shall not charge foreclosure charges/pre- payment penalties on the floating rate term loans sanctioned to its individual borrowers.

> 📌 *The Company's Interest Rate Policy is publicly displayed on its website as required under RBI directions.*

9 PENAL CHARGES IN LOAN ACCOUNTS

In compliance with RBI Circular on Penal Charges in Loan Accounts (August 2023), the Company shall observe the following:

- Penalties for non-compliance with loan terms and conditions shall be levied as "penal charges" and not as "penal interest". No further interest shall be computed or compounded on penal charges.
- The regular interest compounding procedures in the loan account shall continue unaffected by penal charges.
- No additional component shall be added to the rate of interest to reflect penalties.
- Penal charges shall be reasonable, fair, and proportionate to the nature and extent of non-compliance with loan contract terms.
- No discrimination shall be made in levying penal charges within the same loan/product category.
- The quantum and reason for penal charges shall be clearly and prominently disclosed in the KFS, sanction letter, loan agreement, and the Company's website.

10 RECOVERY PRACTICES

10.1 Repayment Process

At the time of loan sanction and disbursement, the Company shall explain to the borrower the complete repayment process, including amount, tenure, due date, and mode of repayment, as set out in the repayment schedule/EMI schedule accompanying the loan agreement.

Repayment under short-term loans shall be accepted only through the official platform/application or through repayment links sent by the Company to the borrower's registered contact, with amounts credited directly to the Company's bank account without any pass-through accounts.

10.2 Default and Recovery Process

If a borrower fails to adhere to the repayment schedule, the Company shall follow a defined recovery process in accordance with applicable laws. The process shall involve:

- Automated reminders via SMS, email, and in-app notifications;
- Reminder calls and/or written notices to the borrower; and
- Engagement of authorised collection agencies, whose identity and engagement shall be intimated to the borrower in advance.

Any recovery, collection, or repayment shall be effected only through official and transparent channels, without any pass-through accounts.

10.3 Code of Conduct for Recovery Personnel

Company staff and any person authorised to represent the Company (including LSPs and collection agents) in debt recovery shall at all times:

- Identify themselves as the authorised representative of Finaleap Finserv Private Limited and, upon request, display their identity card issued by the Company or the authorised agency;
- Contact borrowers only between 08:00 a.m. and 7:00 p.m., unless specific circumstances related to the borrower's business or occupation necessitate otherwise;
- Contact the borrower at their preferred location; in the absence of a specified preference, at their residence; and if not there, at their place of business/occupation;
- Maintain decency and decorum at all times during visits to the borrower's premises;

- Respect the borrower's privacy at all times;
- Conduct all interaction with the borrower in a civil and respectful manner; and
- Adhere to the Board-approved Collections Policy of the Company.

The Company and its authorised persons and agents shall NOT:

- Use threatening, abusive, or humiliating language — verbal, written, or digital;
- Threaten the use of violence or coercive means;
- Harass or intimidate the borrower, the borrower's family members, friends, colleagues, or guarantors;
- Contact the borrower before 8:00 a.m. or after 7:00 p.m. for recovery purposes;
- Send inappropriate, threatening, or anonymous messages via mobile, social media, or any other channel;
- Make misleading or false representations;
- Publicly publish or disclose the borrower's name or personal details; or
- Access contacts or data on the borrower's device for recovery or collection purposes.

The Company shall be accountable for any inappropriate behaviour by its employees or employees of outsourced agencies and shall provide timely grievance redressal for complaints related thereto.

10.4 Non-Interference

The Company shall refrain from interfering in the affairs of the borrower except for purposes provided under the terms and conditions of the loan agreement, or where new information material to the credit exposure has come to the Company's notice and was not previously disclosed by the borrower.

10.5 Borrower Account Transfer

In case of a request from the borrower for transfer of the loan account, the Company shall communicate its consent or objection, with reasons of such request. Any such transfer shall be on transparent, contractual terms in consonance with applicable law.

10.6 Release of Securities / NOC

Upon repayment of all outstanding dues and closure of the loan account, the Company shall:

- Release all securities (if any) of the borrower, subject to any valid right or lien for other claims; and
- Issue a No Objection Certificate (NOC) within 15 working days of completion of all formalities, including any required reporting to credit bureaus.

Where the Company's right of set-off is exercised, the borrower shall be notified in writing with full details of the outstanding claims and the conditions under which securities shall be retained.

11 GENERAL PROVISIONS

11.1 Non-Discrimination

The Company shall not discriminate against any loan applicant or borrower on the grounds of gender, caste, religion, ethnicity, disability (visual impairment or physical challenge), or any other ground prohibited under applicable law. The Company shall render all reasonable assistance to enable persons with disabilities to access the Company's loan facilities, subject to its Board-approved policies and RBI directions.

11.2 Confidentiality of Borrower Information

The Company shall maintain strict confidentiality of all borrower information and shall not reveal transaction details or personal data to any third party, except:

- Where disclosure is required by any applicable law, RBI direction, or Government authority;
- Where disclosure is required by auditors, professional advisors, or third-party service providers of the Company who are bound by an appropriate duty of confidentiality;
- Where disclosure is required by a credit information bureau (CIC) as part of the Company's reporting obligations;
- Where disclosure is necessary for any permitted transfer, assignment, or securitisation of the loan; or
- Where prior informed consent of the borrower has been obtained.

11.3 Credit Bureau Reporting

The Company shall report credit information to Credit Information Companies (CICs) as required under the Credit Information Companies (Regulation) Act, 2005, and RBI directions. Borrowers shall be informed of this obligation at the time of loan application.

11.4 Digital Lending Platform Obligations

For all loans sourced or serviced through the CASHO digital lending platform:

- Names of all LSPs and DLAs engaged by the Company shall be disclosed on the Company's website;
- LSPs/DLAs shall disclose to customers upfront that they are acting on behalf of Finaleap Finserv Private Limited;
- The sanction letter shall be issued on the Company's letterhead immediately after sanction and before execution of the loan agreement;
- Effective oversight and monitoring shall be maintained over all LSPs, DLAs, and other service providers engaged by the Company;
- Adequate steps shall be taken to create awareness among borrowers about the Company's grievance redressal mechanism;
- All LSPs engaged by the Company shall have their own suitable grievance redressal officers to handle digital lending-related complaints, and their contact details shall be displayed on their respective websites/platforms; and
- Ultimate responsibility for grievance redressal shall remain with the Company.

12 KNOW YOUR CUSTOMER (KYC) GUIDELINES

The Company shall comply with RBI's Master Direction – Know Your Customer (KYC) Directions, 2016 (as amended). In this regard, the Company shall:

- Explain the KYC requirements to all prospective borrowers clearly and in advance;
- Inform borrowers of the documents required for identity and address verification before loan sanctioning;
- Collect only such information as is necessary for KYC, Anti-Money Laundering (AML), or other statutory compliance purposes;
- If any additional information is sought beyond basic KYC requirements, it shall be requested separately with a specific explanation of the objective of collecting such information; and
- Not use KYC documents or information collected for any purpose other than that for which they were collected, without explicit borrower consent.

13 GRIEVANCE REDRESSAL MECHANISM

The Company recognises that an effective grievance redressal mechanism is fundamental to customer trust and regulatory compliance. The Company has established a structured, five-stage grievance redressal framework:

Stage 1 — First-Level Resolution

Borrowers may register complaints through any of the following channels:

- Visit in branch and contact with Relationship officer
- Time: Monday to Friday between 9:30 am and 6:30 pm., except national holidays
- In writing to the Company's registered office

Upon receipt of a complaint, the Company shall issue an acknowledgement with a unique reference number within 3 working days. Complaints shall be resolved at this level within 6 working days of receipt.

Stage 2 — Second-Level Resolution

Borrowers may register complaints through any of the following channels:

- Email: contact@mycasho.com
- Phone: +91 77588 92883 (Monday to Friday between 9:30 am and 6:30 pm., except national holidays)
- In writing to the Company's registered office
- Through the CASHO application's in-app support/complaint feature

Upon receipt of a complaint, the Company shall issue an acknowledgement with a unique reference number within 3 working days. Complaints shall be resolved at this level within 10 working days of receipt.

Stage 3 — Escalation to Head Office / Grievance Redressal Officer

If the borrower is not satisfied with the Stage 2 resolution, or if the complaint is not resolved within the prescribed timeline, the borrower may escalate to the Company's Grievance Redressal Officer (GRO):

Grievance Redressal Officer	Details
Name	Mr. Vishnukant Gawade (Manager-CEO Office)
Address	O-206, Green Center, Opp. Pudumjee Paper Mill, Near Aditya Birla Hospital, Thergaon, Chinchwad, Pune – 411033
Email	grievance.redressal@mycasho.com
Phone	+91-9511912883
Working Hours	Monday to Friday between 9:30 am and 6:30 pm (except national holidays)

The GRO shall aim to resolve escalated complaints within 7 working days. The name and contact details of the GRO shall be prominently displayed at all offices and on the Company's website.

Stage 4 — Escalation to Head Office / Principal Nodal Officer

If the borrower is not satisfied with the Stage 3 resolution, or if the complaint is not resolved within the prescribed timeline, the borrower may escalate to the Company's Principal Nodal Officer (PNO):

Grievance Redressal Officer	Details
Name	Mr. Sameer Sawant (Operation Head)
Address	O-206, Green Center, Opp. Pudumjee Paper Mill, Near Aditya Birla Hospital, Thergaon, Chinchwad, Pune – 411033
Email	pno@finaleap.com
Phone	+91-9511912881
Working Hours	Monday to Friday between 9:30 am and 6:30 pm (except national holidays)

The PNO shall aim to resolve escalated complaints within 7 working days. The name and contact details of the PNO shall be prominently displayed at all offices and on the Company's website.

Stage 5 — Escalation to RBI / Ombudsman

If the complaint is not resolved to the borrower's satisfaction within one (1) month from the date of lodging the complaint with the Company, or if the Company fails to respond within that period, the borrower may approach:

Option A — RBI Regional Office (DNBS):

General Manager, Department of Non-Banking Supervision,

Reserve Bank of India, Fort, Mumbai.

Option B — RBI Integrated Ombudsman Scheme, 2021:

The Company has adopted the RBI Integrated Ombudsman Scheme, 2021. Salient features of the Scheme are available on the Company's website. Complaints may be filed:

- Online at: https://cms.rbi.org.in
- In writing to: Centralised Receipt and Processing Centre (CRPC), 4th Floor, Sector 17, Chandigarh – 160017
- Toll-free helpline: 14448 (9:30 a.m. to 5:15 p.m.)

A copy of the Ombudsman Scheme is available on the RBI website at www.rbi.org.in and on the Company's website at www.finaleap.com.

13.1 Timeframes

Stage	Resolution Timeframe
Stage 1 — First-level resolution	Within 6 working days of complaint receipt
Stage 2 — Customer Care escalation	Within 10 working days of escalation
Stage 3 — GRO escalation	Within 7 working days of escalation
Stage 4 — PNO escalation	Within 7 working days of escalation
Stage 4 — RBI Ombudsman	After 1 month from complaint date if unresolved