# FAIR PRACTICE CODE

## Digital Lending & Physical Lending

**Moneyplus Financial Services Limited**

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| Policy Owner | Business / Compliance Function |
| Approved By | Board of Directors |
| Effective Date | 23/07/2026 |
| Review Frequency | Periodic / as required by applicable regulatory requirements |

## 1. INTRODUCTION

In accordance with the Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025 dated November 28, 2025, including amendments thereto and other applicable RBI notifications, circulars, directions, guidelines, advisories and FAQs, Moneyplus Financial Services Limited ("Company" or "Moneyplus"), being an NBFC having customer interface, has adopted this Fair Practice Code ("FPC") for its lending business.

This FPC applies across all aspects of the Company's lending operations, including physical/branch-based lending and digital lending, marketing, loan origination, appraisal, sanction, documentation, disbursement, servicing, collection, recovery and grievance redressal.

The Company shall comply with applicable RBI requirements as amended, modified, consolidated or replaced from time to time. In case of any conflict between this FPC and applicable law or RBI directions, the applicable law or RBI directions shall prevail.

## 2. OBJECTIVE

- Promote good and fair practices and transparency in dealings with customers.
- Promote a fair relationship between the customer and the Company.
- Ensure reasonableness and transparency in disclosure of interest, penal charges and other charges.
- Ensure compliance with applicable legal and regulatory requirements relating to lending and recovery.
- Strengthen customer grievance redressal mechanisms.
- Ensure that digital lending customers receive clear, accessible and material information before and during the lending relationship.
- Ensure appropriate oversight of Digital Lending Apps (DLAs), Lending Service Providers (LSPs) and other outsourced service providers.

## 3. DEFINITIONS

**Annual Percentage Rate (APR):** The annual cost of credit to the borrower, including interest and applicable charges associated with the credit facility, as prescribed by RBI.

**Board:** Board of Directors of the Company.

**Complaint:** A representation made through writing, electronic means, telephone or other approved channels alleging deficiency in service and/or seeking relief.

**Company:** Moneyplus Financial Services Limited.

**Digital Lending:** Lending activities carried out through digital channels, including websites, mobile applications and other digital interfaces, whether directly or through an LSP, to the extent applicable.

**Digital Lending App (DLA):** A mobile/web application or other digital interface used for digital lending activities of the Company, whether operated by the Company or through an LSP, as applicable.

**Fair Practice Code / FPC:** This Fair Practice Code adopted by the Company.

**Key Facts:** Legally significant and deterministic facts of a loan agreement required to assist the borrower in making an informed financial decision.

**Key Facts Statement (KFS):** A standardized statement of key facts of a loan agreement provided to the borrower in simple and understandable language.

**Lending Service Provider (LSP):** An agent of the Company carrying out one or more functions in the digital lending process, as permitted under applicable RBI requirements.

**Internal Ombudsman:** The Internal Ombudsman appointed by the Company, where applicable, in accordance with applicable RBI directions.

**Ombudsman:** An Ombudsman appointed by RBI under the applicable Ombudsman Scheme.

**Personal Loans:** Loans to individuals as defined under applicable RBI directions.

## 4. NORMS APPLICABLE TO ALL LOAN PRODUCTS

### 4.1 Applications for Loans and their Processing

- All communications to the borrower shall be in the vernacular language or a language understood by the borrower.
- Loan application forms shall contain material information affecting the borrower's interest, including applicable processing fees/charges, non-refundable fees, prepayment options and other material terms, enabling meaningful comparison and informed decision-making.
- The Company shall have a system of acknowledging receipt of loan applications and shall indicate the applicable processing timeline, where feasible.
- The Company shall indicate the documents required to be submitted with the application.
- For digital applications, the Company shall maintain an appropriate electronic audit trail of application, consent and processing events.

### 4.2 Loan Appraisal and Terms / Conditions

- The Company shall ensure proper assessment of credit applications in accordance with its credit policies and procedures.
- Key terms and conditions shall be conveyed to the borrower in a language understood by the borrower through the sanction letter and/or applicable loan documentation.
- The sanction communication shall include the amount sanctioned, applicable rate of interest, material charges, penal charges and other material terms.
- Penal charges for material non-compliance shall be clearly disclosed.
- The borrower's acceptance of applicable terms shall be appropriately recorded, including electronically where the loan is originated digitally.
- The Company shall furnish the borrower with a copy of the loan agreement and relevant enclosures at sanction/disbursement, through physical or electronic means as applicable.
- Where the Company declines a loan proposal, the borrower shall be informed of the decision in accordance with applicable requirements.

### 4.3 Penal Charges

- Penal charges shall be governed by the Company's Board-approved Interest Rate Policy / Schedule of Charges and applicable RBI requirements.
- Penal charges shall not be levied as penal interest added to the rate of interest charged on advances.

- Penal charges shall not be capitalised, and no further interest shall be computed on such penal charges, subject to applicable RBI clarifications regarding ordinary interest treatment.
- The Company shall not introduce an additional component to the rate of interest by whatever name called.
- Penal charges shall be reasonable and commensurate with non-compliance of material terms and conditions and shall be applied consistently within comparable product categories.
- The quantum and reason for penal charges shall be clearly disclosed in the loan agreement and KFS, where applicable, and made available through the Company's website.
- Whenever reminders are issued for non-compliance, applicable penal charges shall be communicated.
- Additional/fresh penal charges shall not be levied on earlier outstanding penal charges.
- Applicable GST treatment shall be followed in accordance with prevailing law and regulatory guidance.
- Penal charges shall be levied in a non-discriminatory manner for the same nature of default among similarly placed borrowers.

### 4.4 Disbursement and Changes in Terms and Conditions

- Loans shall be disbursed in accordance with the sanction and applicable terms.
- Any material change in terms and conditions, including interest rates, service charges, prepayment charges or disbursement schedule, shall be communicated to the borrower in a language understood by the borrower.
- Changes in interest rates and charges shall be effected prospectively, subject to applicable RBI requirements and contractual terms.
- Recall or acceleration of payment shall be in accordance with the loan agreement and applicable law.
- Securities shall be released on repayment/realisation of dues, subject to legitimate rights of lien/set-off in accordance with the loan agreement and applicable law, with appropriate notice to the borrower where applicable.

## 5. DIGITAL LENDING

### 5.1 Applicability and Responsibility

The Company shall comply with all applicable RBI directions governing digital lending. This section shall apply to digital lending undertaken directly by the Company and/or through DLAs, LSPs and other permitted service providers.

The Company shall remain responsible for compliance with applicable regulatory requirements and for appropriate customer grievance redressal in relation to digital lending activities carried out on its behalf.

### 5.2 Digital Lending Apps (DLAs)

- The identity of the Company as lender shall be clearly disclosed to the borrower.
- The DLA shall provide appropriate access to material loan terms and customer-service/grievance information.
- The digital journey shall be designed to provide material information in a clear and understandable manner.
- The DLA shall not use misleading representations or conceal material charges or conditions.
- The Company shall maintain appropriate records and audit trails of digital loan transactions.

### 5.3 Lending Service Providers (LSPs)

- LSPs shall be appointed only after appropriate due diligence and in accordance with the Company's approved outsourcing and vendor-management framework.
- Contracts with LSPs shall clearly define responsibilities, service standards, customer protection obligations, data/privacy obligations, audit rights, monitoring requirements and consequences of non-compliance.
- The Company shall monitor LSP performance and compliance on a periodic basis.

- The Company shall remain responsible for ensuring appropriate grievance redressal in relation to its digital lending activities, including activities carried out through LSPs.
- Customers shall not be required to pursue an LSP independently before approaching the Company.
- Where an LSP handles customer-facing activities, the Company shall ensure that appropriate customer-facing disclosures and contact details are available.

### 5.4 Digital Loan Origination and Consent

- Material terms shall be presented to the borrower before the borrower is bound by the loan contract.
- Electronic acceptance, consent and execution shall be captured through appropriate systems and supported by an audit trail.
- The borrower shall be provided access to the executed loan agreement, KFS and other relevant documents in electronic form.
- Digital interfaces shall not be designed to obscure material terms, charges or customer choices.

### 5.5 Digital Disbursement and Repayment

- Digital loan disbursement shall be made directly to the bank account of the borrower, except where a specific regulatory exception permits otherwise.
- Repayment shall be made directly into the bank account of the Company, except where specifically permitted under applicable RBI requirements.
- LSPs shall not route borrower funds through pool or pass-through accounts except where specifically permitted by applicable RBI directions.
- The Company shall maintain appropriate transaction records and reconciliation controls.

### 5.6 Charges and LSP Fees

- All charges payable by the borrower shall be appropriately disclosed in the KFS and applicable loan documentation.
- Fees payable to LSPs for services rendered to the Company shall be borne by the Company and shall not be separately charged by the LSP to the borrower, except where specifically permitted and transparently disclosed under applicable requirements.
- No fee or charge not disclosed in the KFS shall be recovered from the borrower except with explicit consent and subject to applicable RBI requirements.

### 5.7 Data Collection, Storage and Privacy

- Customer data shall be collected only to the extent necessary for the specified and lawful purpose.
- Data collection shall be undertaken with appropriate customer consent and disclosures.
- Access to device resources such as camera, microphone and location shall be limited to what is necessary and shall be based on appropriate consent where required.
- The Company and its LSPs shall not access or collect customer device data beyond what is permitted under applicable RBI requirements and the Company's privacy/data-governance framework.
- Customer data shall be stored and protected in accordance with applicable law, RBI requirements and the Company's information-security framework.
- Access to customer data shall be restricted to authorised personnel with a legitimate business need.
- Appropriate logs/audit trails shall be maintained for material data access and processing activities.
- Customer information shall not be used for purposes inconsistent with applicable disclosures, consent and law.

## 5.8 Cooling-off / Exit Option

Where applicable under RBI digital-lending requirements, the borrower shall be provided an explicit option to exit the digital loan during the prescribed cooling-off period by paying the principal and proportionate APR, without penalty, subject to permitted processing fees and applicable regulatory requirements. The applicable cooling-off terms shall be disclosed in the KFS and/or loan documentation.

## 5.9 Digital Grievance Redressal

- The Company shall provide an accessible mechanism for customers to lodge complaints relating to digital lending.
- Grievance Redressal Officer details shall be prominently displayed on the Company's website and relevant DLA/digital interfaces and shall be appropriately provided in the KFS, wherever applicable.
- Complaints relating to DLAs, LSPs, digital onboarding, KYC, KFS, charges, disbursement, repayment, mandates, data/privacy, collection and recovery shall be appropriately captured and monitored.
- The Company shall remain responsible for appropriate grievance redressal relating to its digital lending activities.
- The Company shall maintain digital complaint MIS and monitor TAT and recurring complaint trends.

## 5.10 Recovery through Digital Channels / Recovery Agents

- Recovery activities shall comply with applicable RBI directions, the Company's recovery policy and this FPC.
- Recovery agents shall be appropriately appointed, trained and monitored.
- The borrower shall be provided applicable information regarding the recovery agent where required.
- Recovery communications shall be courteous, professional and free from intimidation or harassment.
- Complaints relating to recovery agents or LSPs shall be investigated by the Company and shall not be simply redirected to the third party.

## 5.11 Monitoring, Audit and Compliance

- Digital lending arrangements shall be subject to appropriate compliance monitoring and internal controls.
- LSPs and DLAs shall be periodically reviewed for compliance with applicable requirements.
- Material deficiencies and recurring customer complaints shall be escalated to appropriate management.
- Corrective and preventive actions shall be tracked to closure.

# 6. GENERAL FAIR PRACTICES

- The Company shall not interfere in the affairs of the borrower except as provided in the loan agreement or where new information not previously disclosed comes to the Company's notice.
- The Company shall not resort to undue harassment, intimidation or use of force in recovery of outstanding dues.
- Employees, agents and outsourced service providers dealing with customers shall be appropriately trained.
- The Company shall not discriminate in extending products and facilities to physically/visually challenged applicants on grounds of disability and shall provide reasonable assistance as applicable.

# 7. TRANSFER OF BORROWED ACCOUNT

In case of a request from a borrower for transfer of a borrowed account, the Company shall convey its consent or objection within the applicable prescribed period and the transfer shall be governed by transparent contractual terms and applicable law.

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## 8. REGULATION OF EXCESSIVE INTEREST

- The Company shall maintain an interest-rate framework taking into account applicable cost of funds, margin, risk premium and other relevant factors.
- The rate of interest shall reflect the applicable risk assessment of the borrower and product.
- The rate of interest shall be annualised and communicated clearly to the borrower.
- The applicable rate and repayment obligation shall be appropriately disclosed in the application, sanction communication, KFS and loan agreement, as applicable.

## 9. COMPLAINTS REGARDING INTEREST / CHARGES

Complaints regarding interest, penal charges or other charges shall be investigated with reference to the sanction terms, KFS, loan agreement, applicable schedule of charges and relevant regulatory requirements. Such complaints shall be handled promptly through the Company's grievance redressal mechanism.

## 10. KEY FACTS STATEMENT (KFS)

- The Company shall provide a KFS for applicable retail, MSME term loans and digital loans in accordance with RBI requirements.
- The contents of the KFS shall be explained to the borrower, where applicable, and appropriate acknowledgement shall be obtained.
- The KFS shall contain a unique proposal/application number and the applicable validity period prescribed by RBI.
- The KFS shall include APR and an amortisation schedule, as applicable.
- Third-party charges recovered through the Company shall be disclosed in accordance with applicable requirements and supporting receipts/documents shall be provided where required.
- Charges not disclosed in the KFS shall not be recovered except as permitted by applicable RBI requirements and with appropriate borrower consent.
- The KFS shall form part of or be annexed to the loan agreement as applicable.
- The KFS shall also contain or appropriately provide access to relevant grievance redressal contact details for digital lending, wherever required.

## 11. BOARD RESPONSIBILITY AND GOVERNANCE

The Board of Directors shall oversee the adoption and implementation of the FPC and the grievance redressal mechanism. The Board shall ensure that appropriate systems are in place for monitoring compliance with the FPC, including digital lending arrangements, LSPs, customer complaints and material customer-protection issues.

The Company shall undertake periodic review of the FPC and its implementation. Material regulatory changes and significant deficiencies identified through compliance reviews shall be placed before the appropriate management authority and the Board, as applicable.

## 12. GRIEVANCE REDRESSAL OFFICER

The Company shall display the following grievance redressal information at its branches/places of business and through appropriate digital channels, including the Company website and relevant DLA/digital interface, as applicable.

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| Name | Payal Aggarwal |
| Designation | Company Secretary / Grievance Redressal Officer |
| Address | 401-403, 4th Floor, JMD Regent Square, M.G. Road, Gurugram-122001 |
| Telephone No. | 0124-4342015 |
| Email ID | investors@moneyplusfin.com |

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| Digital Lending Contact | Same as above, unless otherwise notified by the Company |

## 13. RBI OMBUDSMAN / EXTERNAL ESCALATION

Where a customer does not receive a response within the applicable period prescribed under the RBI framework, or is dissatisfied with the response, the customer may approach the Reserve Bank of India under the applicable Reserve Bank – Integrated Ombudsman framework / Complaint Management System, subject to the eligibility and other conditions prescribed by RBI.

The Company shall provide appropriate information regarding the applicable RBI external grievance mechanism in its customer-facing communications and shall not rely on outdated references to the erstwhile DNBS Regional Office as the primary customer escalation route.

## 14. RECORD RETENTION

The Company shall maintain appropriate records relating to applications, sanctions, KFS, loan agreements, digital consents, disbursements, repayments, complaints, resolutions, LSP activities and other material customer interactions for the period prescribed under applicable law, RBI directions and the Company's record-retention policy.

## 15. POLICY REVIEW AND AMENDMENT

This FPC shall be reviewed periodically and whenever there is a material change in applicable law, RBI directions, products, digital lending arrangements, LSP relationships or the Company's operating model. Amendments shall be placed before the appropriate authority/Board in accordance with the Company's governance framework.

## ANNEXURE A – DIGITAL LENDING COMPLIANCE CHECKLIST

- Company identity as lender is clearly disclosed.
- DLA/customer journey provides access to material loan terms.
- KFS is issued for applicable loans.
- APR and applicable charges are disclosed.
- LSP details and responsibilities are documented.
- Company retains responsibility for digital lending and grievance redressal.
- Digital disbursement and repayment follow applicable RBI requirements.
- LSP remuneration is handled in accordance with applicable RBI requirements.
- Customer data is collected on a need basis with appropriate consent.
- Device permissions and data access are appropriately controlled.
- Digital consent and execution audit trails are maintained.
- Cooling-off / exit terms are disclosed where applicable.
- Grievance officer details are accessible on digital channels and KFS where required.
- Recovery agents are appropriately appointed, trained and monitored.
- Digital lending complaints are separately monitored through MIS.
- Recurring complaints are subject to root-cause analysis.
- Material digital-lending compliance issues are escalated to management/Board as applicable.

## ANNEXURE B – DOCUMENT CONTROL

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|---|---|
| Policy Name | Fair Practice Code – Digital Lending & Physical Lending |
| Entity | Moneyplus Financial Services Limited |
| Board Approval Date | 23/07/2026 |

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| Effective Date | 23/07/2026 |