



FAIR PRACTICES CODE

OF

PAYU FINANCE INDIA PRIVATE LIMITED

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Version: July 2024

Authority	Details
Scope	This Fair Practices Code sets out the fair practices to be adopted by PayU Finance India Private Limited in compliance with Applicable Laws while conducting its business.
Drafted by	Legal and Compliance Department
Approved by	Board of Directors

Version History

Version No.	Approved By	Approved on
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DEFINITIONS AND INTERPRETATION

1 DEFINITIONS

- 1.1** “**Applicable Laws**” means all applicable laws, statutes, enactments, acts of central or state legislature, ordinances, rules, regulations, notifications, guidelines, directions, directives, policies, circulars, decisions and any other pronouncements issued in accordance with the Companies Act, the RBI SBR Master Directions or any other law applicable to the jurisdiction of India by any central, state, local, or other governmental, administrative or regulatory authority exercising executive, legislative, judicial, regulatory or administrative functions.
- 1.2** “**Board**” means the board of directors of PayU Finance.
- 1.3** “**Companies Act**” means the Companies Act, 2013, and rules and regulations issued thereunder, as amended from time to time.
- 1.4** “**Customer**” means a user of the financial services and products, including lending provided by PayU Finance.
- 1.5** “**DMA**” means a direct marketing agent engaged by PayU Finance.
- 1.6** “**DSA**” means a direct selling agent engaged by PayU Finance.
- 1.7** “**EMI**” means equated monthly instalments.
- 1.8** “**Fair Practices Code**” means this fair practices code adopted and implemented by PayU Finance, as may be amended from time to time.
- 1.9** “**Interest Rate Policy**” means the interest rate policy of PayU Finance, as amended from time to time.
- 1.10** “**NBFC**” means non-banking financial company.
- 1.11** “**NBFC-ML**” means a middle layer NBFC as classified under RBI SBR Circular.
- 1.12** “**Outsourcing Policy**” means the outsourcing policy of PayU Finance, as amended from time to time.
- 1.13** “**PayU Finance**” means PayU Finance India Private Limited, a company incorporated under the Companies Act, 1956.
- 1.14** “**Penal charges Policy**” means the penal charges policy of PayU Finance, as amended from time to time
- 1.15** “**RA**” means a recovery agent engaged by PayU Finance.
- 1.16** “**RBI**” means the Reserve Bank of India.
- 1.17** “**RBI Act**” means the Reserve Bank of India Act, 1934, as amended from time to time.
- 1.18** “**RBI SBR Master Directions**” means the Master Direction - Reserve Bank of India (Non-Banking Financial Company - Scale Based Regulation) Directions, 2023 issued by the RBI, dated 19 October 2023, bearing reference number RBI/DoR/2023-24/106 DoR.FIN.REC.No.45/03.10.119/2023-24, as amended from time to time.

2 INTERPRETATION

Unless defined expressly herein, all capitalised terms used in this Fair Practice Code shall have the meaning assigned to them under the Companies Act, RBI SBR Master Directions, RBI Act, any notification, guideline and/or circular issued by the RBI from time to time and/or any other relevant policy or business document of PayU Finance (as the case may be).

INTRODUCTION

3 BACKGROUND

- 3.1** PayU Finance operates as a non-deposit taking NBFC and has been categorised as NBFC-ML in terms of the RBI SBR Master Directions. It is engaged *inter alia* in the business of providing products, enterprise lending and specific lending, apart from providing certain technology related services, financial services or a combination of both.

4 OBJECTIVE

Objectives of this Fair Practices Code are to:

- 4.1** ensure that PayU Finance's operations reflect its strong commitment to offering its financial services and products, including lending, in a fair and equitable manner, to all stakeholders;
- 4.2** ensure that PayU Finance establishes and implements fair practices in its internal and external dealings across all aspects of its operations; and
- 4.3** treat all Customers of PayU Finance fairly and consistently and conduct operations in accordance with prevailing regulatory and statutory requirements.

5 OVERVIEW

This Fair Practices Code is divided into the following parts:

- 5.1 Part 1 (Key Commitments and Objectives)** provides an overview of the applicability, key commitments, and objectives of this Fair Practices Code in relation to PayU Finance;
- 5.2 Part 2 (Guiding Principles and Requirements)** sets out the guiding principles and requirements laid out in the RBI SBR Master Directions in relation to:
- 5.2.1 applications and processing of the facility thereof;
- 5.2.2 appraisal of the facility terms and conditions;
- 5.2.3 disbursement of loans under the facility including details of terms and conditions; and
- 5.2.4 post disbursement supervision and monitoring.
- 5.3 Part 3 (Review and Oversight)** sets out the general terms and conditions, and procedural aspects for evaluation and review of this Fair Practices Code.

PART 1
KEY COMMITMENTS AND OBJECTIVES

6 APPLICABILITY

- 6.1** This Fair Practices Code applies to PayU Finance and to all the products and services offered by PayU Finance to its Customers by any means including through internet and across the counter.
- 6.2** This Fair Practices Code applies to all employees, contractors and other representatives of PayU Finance.

7 KEY COMMITMENTS

For conducting fair and transparent operations of its business, PayU Finance has framed and adopted this Fair Practices Code, which sets out standards for fair practice to be followed while conducting the business of lending and dealing with Customers, in accordance with the RBI SBR Master Directions.

8 OBJECTIVES

- 8.1** To ensure that:
 - 8.1.1 PayU Finance exercises transparency so that Customers have a better understanding of the risks associated with the products and services offered by PayU Finance;
 - 8.1.2 a cordial relationship is promoted between PayU Finance, its vendors and Customers, based on trust and ethical principles;
 - 8.1.3 products and services offered by PayU Finance to its Customers conform to standards prescribed under Applicable Laws;
 - 8.1.4 PayU Finance deals with grievances in relation to its services promptly and effectively; and
 - 8.1.5 PayU Finance fosters confidence in its Customers to use the products and services offered by PayU Finance.

PART 2 GUIDING PRINCIPLES AND REQUIREMENTS

9 GUIDING PRINCIPLES AND REQUIREMENTS

9.1 Facility – Applications and Processing¹

- 9.1.1 All communications (including the terms and conditions in relation to the borrowings) made to the Customer shall be made in the English language unless where otherwise requested by the Customer and agreed by PayU Finance, in any other language.
- 9.1.2 All application forms for the facility provided to prospective Customers will contain basic information about the Customer along with Customer's undertakings and confirmations. The Customer will fill in the application forms and will accept other facility documents including general terms and conditions and most important terms and conditions, which may include necessary information which affects the interest of the Customer, to ensure that a meaningful comparison with the terms and conditions offered by other NBFCs can be made and an informed decision can be taken by the customer. The application form must provide a list of information/ documents required to be submitted along with such form.²
- 9.1.3 PayU Finance shall acknowledge receipt of all applications for the facility and reasonably endeavour to dispose of all facility applications within a reasonable time and in any event within the maximum time prescribed under law (where it is so provided).

9.2 Facility appraisal and terms and conditions³

- 9.2.1 All facility applications shall be considered by PayU Finance in accordance with PayU Finance's risk assessment procedures.
- 9.2.2 PayU Finance shall assess a prospective Customer's repayment capabilities prior to sanctioning a loan under the facility.
- 9.2.3 PayU Finance shall grant the Customer a loan under the facility in writing (in physical or electronic form), in English unless where otherwise requested by the Customer and agreed by PayU Finance, in any other language and convey *inter alia* the following details to a Customer:
- (i) amount of loan sanctioned under the facility;
 - (ii) terms and conditions including annualised rate of interest and method of application thereof; and
 - (iii) details of the penal charges for late repayment (to be provided in bold), if any to the extent required under Applicable Laws and in accordance with penal charges policy, as amended from time to time;

¹ Paragraph 45.1 of the RBI SBR Master Directions.

² Paragraph 45.1.2 of the RBI SBR Master Directions.

³ Paragraph 45.2 of the RBI SBR Master Directions.

- 9.2.4 PayU Finance shall evaluate the information and documents provided by the Customer on the basis of predefined eligibility criteria for the respective products and services offered.
- 9.2.5 PayU Finance shall obtain a one-time consent from the Customer at the time the Customer makes the facility application, for verifying the information provided by the Customer. The information will be verified by checking references, making enquiries to credit bureaus and other similar service providers or in any other manner permissible by Applicable Laws.
- 9.2.6 PayU Finance will keep on record all acceptance by the Customer of the loan terms and conditions.
- 9.2.7 PayU Finance shall furnish a digitally signed electronic copy of the facility documents (including application form, key facts and statement, general terms and conditions and most important terms and conditions etc.) and any other enclosure to the loan agreement to the Customers upon acceptance or execution of the facility, as the case may be.⁴

9.3 Disbursement of loans under the facility including changes in terms and conditions⁵

9.3.1 PayU Finance shall:

- (i) provide all relevant details of disbursement available to Customers subject to execution of all relevant documents, including by way of obtaining a confirmation from the Customer that the information provided by the Customer shall remain true, accurate, correct and complete till the time the Customer is not absolved from its liability;
- (ii) give the Customer notice (in either English or unless where otherwise requested by the Customer and agreed by PayU Finance, in any other language), of any change in the terms and conditions of the facility, including interest rates, service charges and prepayment charges. Such notice may be given to the Customer either by way of notification of the updated terms and conditions on PayU Finance's platform and/or by sharing the information via the registered contact details of the Customer and incorporating the changes into the relevant documents;
- (iii) ensure that changes in interest rates and charges are effected only prospectively and suitably incorporate the same into the facility documents.

9.4 Post-disbursement supervision⁶

9.4.1 PayU Finance shall:

- (i) ensure that its decision to recall/ accelerate payment or performance under the facility documents is in accordance with the terms of the facility documents;
- (ii) if applicable, release all securities on repayment of all dues or on realisation of the outstanding amount of loan under the facility subject to any legitimate right or lien for any other claim it may have against the Customer. In the event a

⁴ Paragraph 45.2.1 of the RBI SBR Master Directions

⁵ Paragraph 45.4 of the RBI SBR Master Directions

⁶ Paragraph 45.4 of the RBI SBR Master Directions

right of set off is exercised, PayU Finance shall give the Customer notice of the same with details of all particulars about the remaining claims and the conditions under which PayU Finance is entitled to retain the securities till the relevant claim is settled.

9.4.2 Reset of floating interest rate on EMI:⁷

- (i) At the time of sanction, PayU Finance shall clearly communicate to the Customers 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 Customer immediately through appropriate channels.
- (ii) At the time of reset of interest rates, PayU Finance shall provide the option to the Customers to switch over to a fixed rate as per its internal 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.
- (iii) The Customers 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/ pre-payment penalty shall be subject to extant instructions.(iii)
- (iv) 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 PayU Finance from time to time.
- (v) PayU Finance shall ensure that the elongation of tenor in case of floating rate loan does not result in negative amortisation.
- (vi) PayU Finance shall share/ make accessible to the Customers, 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 for the entire tenor of the loan. PayU Finance shall ensure that the statements are simple and easily understood by the Customer.

9.5 Collection of Dues

- 9.5.1 PayU Finance shall lay out a defined process for collection of dues in the event a Customer does not adhere to the repayment terms as communicated to Customer.
- 9.5.2 PayU Finance will reserve the right to remind the Customer of the repayment by sending notices, making personal visits or taking recourse to contractual/ legal remedies or involving specialised recovery agencies.
- 9.5.3 In the event of PayU Finance resorting to measures for repossession of security or collection of dues, the following protocols will be followed by all its employees or any third parties it may engage for this purpose:

⁷ Paragraph 45.6 of the RBI SBR Master Directions.

- (i) Customers will be contacted at such Customer's ordinary place of business/ occupation or residence during business hours and requests by Customer to avoid calls during particular times to be considered, if reasonable;
- (ii) Customer's dignity to be respected at all times; and
- (iii) All interactions with Customers to be civil and not with a view to harass the Customers.

9.5.4 PayU Finance shall make reasonable endeavours to resolve all differences or disputes in an orderly manner in accordance with the grievance redressal mechanism under PayU Finance's grievance redressal policy.

9.6 Prepayment Charges

9.6.1 For fixed rate loans under the facility, PayU Finance shall provide prepayment options to the Customer and inform the Customer of all additional interest payable.

9.6.2 Any change in the prepayment charges shall be communicated in writing to the Customer.

9.6.3 In compliance with Applicable Laws, PayU Finance shall not charge foreclosure charges / prepayment penalties on any floating rate term loan under the facility sanctioned for purposes other than business to individual Customers, with or without co-obligants⁵.

9.6.4 PayU Finance, may at its discretion, charge prepayment charges on other types of floating rate term loans under the facility other than as provided in 9.6.3 above.

10 REGULATION OF INTEREST RATES AND CHARGES⁶

10.1 The interest rate model of PayU Finance is set out in its Interest Rate Policy.

10.2 PayU Finance shall always levy interest and other charges in compliance with its own Interest Rate Policy, Penal Charges Policy and Applicable Laws and all details and rates of interest shall be disclosed in the application form / sanction letter / key fact statement/ facility documents to the Customers or by way of other means of communication.

11 GENERAL⁸

11.1 In accordance with the RBI SBR Master Directions, PayU Finance shall:

11.1.1 Refrain from interfering in the Customer's affairs except for a purpose provided under the facility documents or unless it is of the view that information required to be disclosed by the Customer has not been disclosed;

11.1.2 In accordance with the facility documents executed with the Customer, convey consent or rejection within 21 days from the date of the Customer requesting PayU Finance for transfer of the borrowal account;

11.1.3 Not resort to undue harassment in case of recovery of loans under the facility; and

11.1.4 Ensure that its staff is adequately trained to deal with the Customers in an appropriate manner.

⁸ Paragraph 45.1 of the RBI SBR Master Directions.

- 11.2** PayU Finance shall take reasonable steps so that the DSAs/ DMAs/ RAs are trained to handle responsibilities as laid down under the Outsourcing Policy.⁹
- 11.3** The DSAs/ DMAs/ RAs shall comply with the code of conduct as set out in Annexure 1 to this Fair Practice Code and shall submit an undertaking to PayU Finance at the time of appointment / reappointment in such form as set out under Annexure 2 to this Fair Practice Code.
- 11.4** PayU Finance shall comply with the provisions of the RBI Integrated Ombudsman Scheme, 2021.

12 RESPONSIBILITY OF THE BOARD

The Board shall:

- 12.1** lay out appropriate internal principles and procedures for determining interest rates and processing and other charges, as set out in PayU Finance's Interest Rate Policy¹⁰;
- 12.2** lay down appropriate grievance redressal mechanism as set out in PayU Finance's grievance redressal policy,¹¹; and
- 12.3** periodically review the grievance redressal mechanism as set out in PayU Finance's grievance redressal policy and specify timelines for such review at various levels of management.

⁹ Paragraph 45.1 of the RBI SBR Master Directions

¹⁰ Paragraph 45.12 of the RBI SBR Master Directions

¹¹ Paragraph 45.8 of the RBI SBR Master Directions

PART 3
REVIEW AND OVERSIGHT

13 BOARD APPROVAL

The Board has reviewed, approved and adopted this document as the Fair Practices Code of PayU Finance.

14 PERIODICITY OF REVIEW

This Fair Practices Code will be reviewed by the Board on a periodical basis as may be deemed appropriate by the Board to ensure compliance with any modification, amendment or supplementation to the RBI SBR Master Directions, the RBI Act and the rules made thereunder.¹²

15 AMENDMENTS

15.1 Any amendments to this Fair Practices Code will be reviewed and approved by the Board.

15.2 Provisions of this Fair Practices Code are subject to amendments in accordance with Applicable Laws (including rules, regulations, notifications) on the subject as may be issued, from time to time. In case any provisions of this Fair Practices Code are inconsistent with Applicable Laws (including any subsequent amendment(s), clarification(s), circular(s), etc.) then such provisions of Applicable Laws shall prevail over the provisions hereunder and this Fair Practices Code shall stand amended so that it complies with Applicable Laws from the effective date of the change in Applicable Laws.

16 PUBLICATION

This Fair Practices Code shall be published on PayU Finance's website for the information of various stakeholders.¹³

¹² Paragraph 45.8.2 of the RBI SBR Master Directions.

¹³ Paragraph 45.10 of the RBI SBR Master Directions.

ANNEXURE 1

CODE OF CONDUCT FOR DSA/ DMA/ RA

- 1** This Code of Conduct is applicable to all DSA/ DMA/ RA appointed by PayU Finance from time to time. Failure to comply with this requirement may result in permanent termination of business of the DSA, DMA or RA with PayU Finance.

Section – A: For DSAs and DMAs:

- 2** The DSA and DMA engaged by PayU Finance must adhere to the guidelines mentioned in this paragraph 2 while performing their duties and discharging services for PayU Finance:

2.1 The DSAs and DMAs shall:

2.1.1 General Conduct

- (i) comply with all Applicable Laws;
- (ii) comply with all applicable data privacy requirements and ensure that the Customer's information is shared strictly on a need to know basis and in accordance with Applicable Laws and PayU's policies and procedures;
- (iii) be courteous and polite to the Customer;
- (iv) refrain from action that could damage the integrity and reputation of PayU Finance;
- (v) ensure courteous service and maintain the service standard as laid down by PayU Finance;
- (vi) contact the Customer only at the appropriate time, unless the special circumstances of the Customer's business or occupation demands otherwise;
- (vii) speak only in formal and professional language while interacting with the Customers;
- (viii) maintain the decency and decorum during visits to the Customer's place;
- (ix) avoid making calls or visits during inappropriate occasions such as bereavement in the family or such other calamitous occasions;
- (x) handle responsibilities with care and sensitivity;
- (xi) do all written and verbal communication with Customer in simple business language; and
- (xii) deal fairly with Customers at all times and in accordance with ethical business practices.

2.1.2 Duties

- (i) identify itself as a representative of PayU Finance;
- (ii) document the number and time of calls made to the Customers;
- (iii) convey the correct terms and conditions of the product while soliciting a prospective customer; and

- (iv) observe strict customer confidentiality.

2.1.3 Liaising with PayU Finance

- (i) follow all operating instructions given by and attend training programs organised PayU Finance;
- (ii) adhere to PayU Finance's Fair Practices Code displayed on its website; and
- (iii) co-operate with PayU Finance's officials in case of any investigations or inquiry.

2.2 The DSAs and DMAs shall not:

- 2.2.1** mislead the Customers on any service / product offered;
- 2.2.2** misrepresent themselves to the Customer;
- 2.2.3** disclose any confidential information relating to PayU or the Customer's;
- 2.2.4** use the name of any other company or organization other than its own name or PayU Finance;
- 2.2.5** engage in discussing the Customer interest with any other persons other than those authorized by the Customer and/or PayU Finance; or
- 2.2.6** accept any kind of gratuitous payment / benefit from any Customer / prospective Customer in any form or manner for any services being performed for PayU Finance.

Section – B: For RAs:

3 The RAs engaged by PayU Finance must adhere to the below do's and dont's in the course of performing collection/recovery activities:

DO'S	DONT'S
<ul style="list-style-type: none"> • Formal clothes and carry ID card during the work hours positively. • Always maintain decency in the language and use of words. • Always follow punctuality while visiting a Customer. • Analyse the situation of the Customer. • Any conversation with the Customer to be in a pleasant and polite manner. • Interactions should be based on fair conduct and persuasion. • Customer's query to be answered in a satisfactory manner. 	<ul style="list-style-type: none"> • Do not get personal, tough, aggressive or abusive with the Customer. • Do not humiliate the Customer and/or his/her family. • Do not use foul language or abusive words while interacting with the Customer and/or family members. • Do not discuss the loan details including any overdue/outstanding amount or the purpose of visit with the family member and/or neighbours of the Customer. • Do not call Customers at inappropriate times such as bereavements, illness, social occasions such as marriages, births etc.
<ul style="list-style-type: none"> • All interactions with Customers to be recorded 	<ul style="list-style-type: none"> • Do not visit or call Customers at unusual

<p>and maintained.</p> <ul style="list-style-type: none"> • Any recovery made during a month should be reflected in the loan statement. • Contact Customer during usual business hours. • Dignity of the Customer and his/her family members shall be respected at all times. • Issues to be discussed with Customer only and no other member form his/her family and/or the neighbours. 	<p>timings.</p> <ul style="list-style-type: none"> • Do not discriminate the Customers on the basis of caste, race, colour or religion.
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4 Escalation:

When in doubt please contact customer service desk of PayU Finance at the head office.

ANNEXURE 2
DECLARATION-CUM-UNDERTAKING

To,

PayU Finance India Private Limited (“**PayU Finance**”)

[•]

Sub: Code of Conduct Dear Sir / Ma'am,

I, _____, a [Direct Sales Agent / Direct Marketing Agent / Recovery Agent] of PayU Finance, hereby confirm that I have read and understood PayU Finance's Fair Practice Code and the Code of Conduct for Direct Sales Agents, Direct Marking Agents and Recovery Agents (collectively referred to as the “**Code**”) and I agree to familiarize myself with and abide by the current form of the Code as well as any updates that may be made to it from time to time in future.

I further agree that PayU Finance shall be entitled to take such action against me as it may deem appropriate in case of any non-compliance with the Code.

Signed on this _____ day of _____, 20

Signature _

Name Agency Name