

**INTEREST RATE AND CHARGES POLICY
OF
FINCFRIENDS PRIVATE LIMITED**

Version 3

**Approved by the Board of Directors of
FincFriends Private Limited**

on

22nd February, 2024

**Mr. Roman Aznabaev
Chief Executive Officer**

Version Control

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| Policy Name | Interest Rate Policy |
| Version No. | 3 |
| Effective Date | 22nd February,2024 |
| Approved By | Board of Directors on 22nd February,2024 |

1. Background

- 1.1. As per Applicable Laws (hereinafter defined), the Board of Directors of Non-Banking Financial Company should lay out appropriate internal principles and procedures in determining interest rates, processing and other charges. The Board should also adopt an interest rate model taking into account relevant factors such as cost of funds, margin and risk premium and determine the rate of interest to be charged for loans and advances. The rate of interest and the approach for gradations of risk and rationale for charging different rate of interest to different categories of borrowers shall be disclosed to the customers to enable them understand the logic and methodology used for determining the lending rates charged to them.

2. Regulatory Context

The Policy takes into account regulatory documents published by regulatory bodies (referred as 'Applicable Laws'), in particular:-

- 2.1. 'Fair Practice Code' under the Master Direction issued by Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023, as amended time to time and applicable to NBFC-ICC;
- 2.2. Guidelines on Digital Lending issued by Reserve Bank of India vide notification RBI/2022-23/111 DOR.CRE.REC.66/21.07.001/2022-23 dated September 02, 2022, as amended time to time;
- 2.3. 'Loans Sourced by Banks and NBFCs over Digital Lending Platforms: Adherence to Fair Practices Code and Outsourcing Guidelines' issued by Reserve Bank of India vide notification no. RBI/2019-20/258 DOR(NBFC)(PD)CC.No.112/03.10.001/2019-20 dated June 24, 2020, as amended time to time.
- 2.4. Guidelines on 'Fair Lending Practice - Penal Charges in Loan Accounts' issued by Reserve Bank of India vide notification no. RBI/2023-24/53 DoR.MCS.REC.28/01.01.001/2023-24 dated August 18, 2023 along with Frequently Asked Questions thereon, as amended time to time.

3. Definitions and Abbreviations

- 3.1. The meaning of capitalised terms used in this Policy is set out in the Annex 1.

4. Roles and Responsibilities

- 4.1. Board of Directors of the Company
The Board shall, in particular-
 - 4.1.1. Shall review the Policy at least on annual basis and approve the amendment, if any, therein;
 - 4.1.2. Shall supervise the adherence to this Policy by the Company;

- 4.1.3. Shall review and approve the interest rate model of the Company;
- 4.1.4. Shall review and approve the rate of interest, various fee, penalties and other charges levied on the loan granted to the borrowers;
- 4.1.5. May delegate all or any of its powers or responsibilities to any committee constituted by the Board, or Chief Executive Officer, or any other officer or employee of the Company.

4.2. Product Committee of the Company

The Product Committee of the Company is constituted by the Board and comprise of such senior officers/ employees of the Company, as the Board shall consider appropriate, to discharge the responsibilities delegated by the Board time to time. The composition of Product Committee as well as its functioning, powers, role and responsibilities shall be specified in the 'Terms of Reference' approved by the Board.

5. Interest Rate Model

The Company lends money (i.e. unsecured personal loans) through digital lending channels to cater to the needs of its customers. The Company lends money to its customers through fixed interest rate loans which do not change during the tenure of the loan.

The Company shall state the loan amount, along with other terms and conditions including annualised interest rate¹ and the method of application thereof in the loan documents. The Company shall also disclose all-inclusive cost, including annualised rate of interest, processing fee, service fee and excluding contingent charges as applicable to the loan obtained by the customer in the loan documents as Annualised Percentage Rate. The repayment schedule for the loan, where applicable, shall be drawn up on a reducing balance basis wherein Interest Amount shall be apportioned from monthly instalment on the annualised interest rate.

The interest rates offered to customers for personal loans shall be based on the following factors:

| S. No. | Factor | Description |
|--------|---|---|
| 1. | Weighted average cost of funds (borrowing & equity) | Weighted average of Interest on various sources of funds (Non-convertible Debentures (NCDs), Commercial Papers (CPs), Term Loans, Working Capital Demand Loan(WCDL), External Commercial Borrowings etc.), Cost of Equity and other fund-raising expenses such as rating Fee, trusteeship fee, Issuing and Paying Agent (IPA) commission on CPs, Costs associated with maintaining sufficient liquidity etc. average cost |

¹ Annualized Interest Rate is charged on the loan amount on a reducing balance basis.

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|----|-----------------------------|---|
| | | of borrowing & cost of equity is taken for benchmark calculation. |
| 2. | Operating/overheads Cost | It includes employee expenses, branch related fixed and variable costs, operations costs, sales and marketing expenses, etc. |
| 3. | Risk Premium | Base risk premium to cover potential credit loss risk, and may vary by customer profile, geography, sourcing channel, credit score, ticket size of loan etc. Also, prices may vary depending upon internal assessment of likelihood of delinquency or potential loss from individual customer segments. |
| 4. | Base Return on Assets (ROA) | Base ROA is the minimum return expected by the company on its assets. |

The Company may offer different interest rates to different customers based on loan amount, tenor, down payment, payment history, credit score provided by credit information companies, customer's age, and income, as well as type of documents provided by the customer and any other information as may be required for the purpose of credit evaluation. The rate of interest for same product and tenor availed during same period by customers would not be a standardized one but could be different for different customers depending upon consideration of any or combination of a few or all factors listed above.

6. Fees, Penalties and other Charges

Besides interest, the Company may levy and collect fees and charges from the customer(s) for processing of the loan and providing various services in respect of the loan, including but not limited to, customer care, credit assessment, cash management, ECS/ Direct Debit/ ACH mandate registration/ lodgement/ handling or for any other service provided by the Company or cost incurred by the Company related to the loan granted to the customers. In addition to above charges, the Company may levy other fees and charges, which are contingent in nature i.e. incidental to the option/ default/ action of customer, including but not limited to late payment charges, bounce charges, or early repayment charges. These fees and charges may vary based on type of loan, loan amount and Company's exposure to the customer segment and generally represent the costs incurred in rendering the services to the customer.

The Company may, at its sole discretion, allow the prepayment of the loan amount subject to certain conditions and on payment of prepayment penalties by the customer. However, the Company shall not charge foreclosure charges/ pre-payment penalties on all floating rate term loans sanctioned to individual customers.

Penalty, if charged, for non-compliance of material terms and conditions of the loan shall be treated as 'penal charges' and shall not be levied in the form of 'penal interest' that is

added to the rate of interest charged on the advances. The quantum of penal charges shall have to be 'reasonable' and 'commensurate' with the non-compliance of material terms and conditions of loan contract.

The Company shall, while determining penal charges, ensure that the intent of levying penal charges is essentially to inculcate a sense of credit discipline and such charges are not meant to be used as a revenue enhancement tool.

The Company shall ensure that there will be no capitalisation of penal charges i.e., no further interest computed on such charges. However, this will not affect the normal procedures for compounding of interest in the loan account. The Company may charge interest on unpaid interest (including on unpaid EMI) at the contracted rate of interest till the date of remediation, and not at the penal rate of interest.

The Company shall ensure that it will not introduce any additional component to the rate of interest. Further, 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. The penal charges can be different within the same product category depending upon the amount of loan. REs may formulate an appropriate Board approved policy and adopt a suitable structure of penal charges that is 'reasonable' and 'commensurate' with the non-compliance of material terms and conditions of the loan contract. The structure of penal charges within a particular loan / product category shall have to be uniform irrespective of the constitution of the borrower.

Where any taxes, duties, cess are levied upon such fees and charges, same shall be recovered from the customer at applicable rates from time to time.

Any such fees/ charges, or any revision therein, shall have prospective effect. These fees and charges shall be approved by the Board or under the delegated powers of the Board, as the case may be.

The Company shall mention the penal charges/ late repayment payment charges, in bold in the loan documents which shall be an integral part of loan agreement.

7. Communication Framework

The Company shall communicate the rate of interest, fee and charges as required under applicable regulations to the customers at the time of availing and sanction of the loan through various available options like SMS, e-mail or mobile application.

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 REs website under Interest rates and Service Charges.

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 therefor shall also be communicated.

Changes in the rates, fee and charges, including foreclosure charges, for existing customers would also be communicated to them through SMS /e-mail /website /mobile application of the Company.

Interest Rate and Charges Policy would be uploaded on the website of the Company.

Annex-1

1. DEFINITIONS

In this Policy the following expressions shall have the meaning hereinafter assigned to them:

- 1.1. **“Annual Percentage Rate (APR)”** is the effective annualised rate charged to the borrower of a digital loan. APR shall be based on an all-inclusive cost and margin including cost of funds, credit cost and operating cost, processing fee, verification charges, maintenance charges, etc., and exclude contingent charges like penal charges, late payment charges, etc.
- 1.2. **“Board of Directors”** comprising of all the Directors of the Fincfriends Private Limited(“Company”).
- 1.3. **“Company”** means Fincfriends Private Limited incorporate under the Companies Act,2013 and Non- Banking Financial Company Registered with Reserve Bank of India
- 1.4. **“Customer(s)”** mean such persons, as the case may be, customers of the Service Providers and/or Company’s Customers and/or any prospects thereof.
- 1.5. **“Credit Information Companies”** includes TransUnion CIBIL, Experian, Equifax and CRIF High Mark.
- 1.6. **“Digital Lending”** means a remote and automated lending process, largely by use of seamless digital technologies for customer acquisition, credit assessment, loan approval, disbursement, recovery, and associated customer service.
- 1.7. **“Floating rate of Interest”** means a loan on which interest rate does not remain fixed during the tenor of the loan.
- 1.8. **“Fixed rate of Interest”** means a loan on which the interest rate is fixed for the entire tenor of the loan.
- 1.9. **“Prepayment Charges”**: A foreclosure charge, or prepayment charges means an amount payable by the Borrower to the Lender as a penalty for repayment of the Outstanding Dues, either in part or whole, before its scheduled repayment date
- 1.10. **Regulated Entities (REs)**: The entities to whom the applicable laws are applicable as stated at Para 1 of this Policy.