

**1. INTRODUCTION:**

This Code of Conduct is in line with Master Direction – Reserve Bank of India (Non-Banking Financial Company –Scale Based Regulation) Directions, 2023 issued by Reserve Bank of India on 10<sup>th</sup> November 2023 for adoption and implementation by Service Providers while operating as Direct Marketing Agencies (DMA)/Direct Selling Agencies (DSA)/Recovery Agents of NBFCs. This Code of Conduct will act as a benchmark service standard in Service Provider’s dealings with Fintree Finance Private Limited (the Company). This code details the obligations of the Service Providers to undertake while performing their services and will guide their staff/employees in dealing with customers/borrowers. This code will help the Service Providers in knowing their rights and also measures they should take to protect their interest.

**2. APPLICABILITY:**

This Code of Conduct is applicable to the outsourced Service Providers namely DMA/DSA/Recovery Agents including their Staff/employees who shall be performing their requisite functions as stated under the Service Provider Agreement entered between them and the Company. By accepting this code of conduct, the Service Provider agrees to abide by this code prior to undertaking any outsourced operations on behalf of the Company. Any failure to comply with this code of conduct may result in discontinuation / termination of services with Company.

**3. CODE OF CONDUCT:**

- a. The Service Provider agree to provide the services as per the terms and conditions set out in Standard Terms and Service Agreement.
- b. The Service Provider shall protect the interest of the Company and ensure that the Company shall not suffer any reputational risk or loss due to any acts, deeds or actions or lack of the same, undertaken / supposed to be undertaken by the Service Provider.
- c. The Service Provider shall not furnish any misleading/wrong information to any prospective customer on the policies and the terms and conditions of the product.
- d. The Service Provider shall co-operate with the Company’s officials in case of any investigations or inquiry.
- e. The Service Provider have an obligation to conduct themselves in honest and ethical manner and act in the best interest of the Company.
- f. The Service Provider shall ensure that the Service Provider, their employees, and representatives shall avoid all situations that present a potential or actual conflict between their interest and the interest of the Company.
- g. The Service Provider, their employees and representatives shall ensure that they always deal fairly with customers/borrowers and in accordance with ethical business practices.
- h. The Service Provider shall ensure that its Tele-Marketing executives (TMEs) & its field sales personnel agree to abide by this code prior to undertaking any services on behalf of the Company. Any failure to comply with this requirement may result in permanent termination of business of the Service Provider with the Company and may even lead to permanent blacklisting by the industry.
- i. The Service Provider shall not share any internal communication received from Company with the customer, whether in print, electronic or any other medium of communication. A separate mode of communication whether in print, electronic or any other medium is permitted provided it does not refer / relate or annexed in any manner the internal communication of the Company with the Service Provider.

- j. The Service Provider or any person on his behalf or his employees/representatives cannot accept any kind of gratuitous payment/benefit from any customer/potential customer in any form or manner for any services being performed for the Company. Any acceptance of such gratuitous payment accepted by the employees/representatives of the Service Provider should be immediately reported to the Company and in such cases the Company may, at its discretion undertake any action which it deems fit.
- k. The Service Provider shall not engage in discussing the customer interest with any other persons other than those authorized by the customer and/or the Company.
- l. The Service Provider shall ensure that the prospective customer is contacted only when the call is not expected to be inconvenience to the customer, i.e. between business hours of the Bank working days (avoid calling before 8:00 a.m. and after 7:00 p.m.).
- m. The Service Provider shall ensure that the following etiquettes are followed by their executives while making any telephonic calls to the customers/borrowers:
  - PRE-CALL - No customer shall be called unless specifically so authorized by the officer in charge of the Service Provider Agency.
  - DURING CALL - Introduce yourself, your Company, and your purpose for calling. - Request permission to proceed. If denied permission, apologize, and politely disconnect. - If permission granted to the extent possible, talk in the language which is most comfortable to the customer. Never interrupt or argue. Keep the conversation limited to business matters.
- n. The Service Provider shall ensure that the following precautions are taken by their executives at the time of visits/contacts with customer:
  - Respect personal space
  - maintain adequate distance from the customer.
  - Not visit in large numbers i.e. not more than one employee and one individual in supervisory capacity, if required.
  - Respect the customer's privacy.
  - If the customer is not present and only family members/office persons are present at the time of the visit, he/she should end the visit with a request for the customer to call back.
  - Provide his/her telephone number, supervisor's name or contact details, if asked for by the customer.
  - Limit discussions with the customer to the business.
  - Maintain a professional distance.
  - Use polite language and mannerisms. Not to behave in a manner which is or can be perceived to be hostile or threatening to the customer or any other persons in the premises where the employee of Service Provider is visiting the customer.
  - It shall not resort to intimidation or harassment of any kind either verbal or physical, against any person in their services, including acts intended to humiliate publicly or intrude the privacy of the customer's representatives or its family members, referees and friends making threatening any anonymous calls or making false and misleading representations.
- o. It shall not initiate any type of legal proceedings against any of the Defaulting Customers/Borrowers referred to it by the Company as a means to fulfil its obligations under Service Provider Agreement.
- p. It shall not represent itself as a member of the Company while carrying out its obligations under this Agreement.
- q. It shall not make any type of arrangement or settlement with any of the Defaulting Customer/Borrower relating to their Debts without the prior written consent of the Company.

- r. It shall not accept or receive liquidity asset in the form of a payment equivalent to cash from any Defaulting Customer/Borrower for the purpose of settling its Debt.
- s. It shall not become the owner of, nor shall it have any claim, lien, right, and right of retention, right of sale or interest in any, and all documents, information and data provided by the Company to Service Provider. All information, documents, and data provided by Company to Service Provider is the sole and absolute property of the Company.