Code of Conduct and Responsible Business Conduct Obligations for DSAs / Service Providers

The Service Provider / Direct Sales Agent ("DSA") and all its employees, agents, representatives, tele-callers, field personnel, contractors, sub-agents (where permitted) and other personnel engaged by it ("DSA Personnel") shall comply with the following obligations at all times while acting on behalf of Sahayya Finserve Private Limited ("SFPL"):

1. **Compliance with Laws and Regulatory Requirements**
   The DSA shall comply with all applicable laws, regulations, RBI directions, circulars and guidelines, including but not limited to requirements relating to outsourcing, customer protection, fair practices, data privacy, telemarketing, Responsible Business Conduct, anti-bribery and anti-corruption, together with SFPL's policies, procedures, codes and instructions communicated from time to time.

2. **Customer Sourcing and Consent**
   The DSA shall solicit, contact or approach customers only through lawful and permitted channels and in compliance with applicable customer consent, telemarketing and privacy requirements. The DSA shall maintain adequate records evidencing such consent wherever required by law or SFPL.

3. **Identification and Disclosure**
   During every customer interaction, the DSA Personnel shall clearly identify themselves, disclose that they are acting on behalf of SFPL and provide accurate details of their name, organisation and contact information when requested. The DSA Personnel shall not misrepresent themselves as employees, officers or authorised signatories of SFPL.

4. **Permission-Based Customer Interaction**
   The DSA Personnel shall conduct customer interactions in a professional manner, seek the customer's consent to continue the discussion and immediately discontinue the interaction if the customer declines or requests that the interaction be terminated.

5. **Fair Dealing and No Mis-selling**
   The DSA shall not engage in mis-selling, unfair trade practices, false representations, misleading advertisements, concealment of material facts, forged documentation, impersonation, unauthorised commitments, coercive selling practices or any conduct that may mislead customers regarding eligibility, sanction, disbursal, pricing, documentation, turnaround times or any other aspect of SFPL's products or services.

6. **Transparent Disclosure of Terms**
   The DSA shall ensure that all material product terms are accurately communicated to customers, including applicable interest rates, fees, charges, processing fees, insurance premiums, foreclosure/prepayment charges, penal charges, repayment obligations, security requirements and other key terms and conditions prescribed by SFPL.

7. **No Unauthorised Collection of Money or Documents**
   The DSA shall not collect cash, cheques, digital payments, deposits, original title documents or any other customer assets unless specifically authorised in writing by SFPL and permitted under applicable laws and internal policies.

8. **Customer Dignity and Fair Treatment**
   The DSA shall treat all customers fairly, courteously and respectfully without discrimination, intimidation,

harassment, threats, coercion, abusive language, public humiliation or any unfair recovery or collection practice.

9. **Permissible Contact Hours**
   Customer contact shall be restricted to the timings prescribed by SFPL, RBI and applicable laws unless expressly requested otherwise by the customer.

10. **Telemarketing and DND Compliance**
    The DSA shall comply with all applicable telemarketing, TRAI, DND, consent management and communication regulations. The DSA shall immediately honour customer requests to discontinue communication and shall maintain appropriate records of opt-out and "Do Not Disturb" requests to ensure that such customers are not contacted thereafter except where permitted by law.

11. **Customer Privacy and Data Protection**
    The DSA shall maintain strict confidentiality of customer information and shall collect, access, process, store, transmit and use customer data solely for authorised purposes and in accordance with applicable laws, SFPL policies and contractual requirements. Customer information shall not be disclosed, shared, sold, transferred or otherwise misused.

12. **Fraud, Breach and Incident Reporting**
    The DSA shall immediately notify SFPL of any fraud, suspected fraud, misconduct, customer complaint, regulatory issue, litigation, security incident, cyber incident, data breach, suspicious activity or other event that may adversely impact customers, SFPL or regulatory compliance.

13. **Grievance Redressal and Customer Assistance**
    The DSA shall cooperate fully with SFPL in handling customer grievances, complaints, disputes, investigations and regulatory enquiries and shall promptly provide information and assistance requested by SFPL.

14. **Training and Awareness**
    The DSA shall ensure that all DSA Personnel receive adequate and periodic training on product features, customer conduct standards, fair practices, data protection, grievance handling, fraud prevention, anti-corruption requirements and applicable regulatory obligations.

15. **Responsibility for Personnel**
    The DSA shall remain fully responsible and liable for the acts, omissions, misconduct and regulatory breaches of all DSA Personnel and any permitted subcontractors engaged by it.

16. **Subcontracting Restrictions**
    The DSA shall not appoint sub-agents, delegates, subcontractors or further outsource any activity relating to SFPL without SFPL's prior written approval. Any approved subcontracting shall not relieve the DSA of its obligations or liabilities.

17. **Anti-Bribery and Ethical Conduct**
    The DSA and DSA Personnel shall not offer, promise, solicit, demand, receive or accept any bribe, kickback, facilitation payment, improper inducement, gift or benefit intended to improperly influence any customer, employee, public official or business decision.

18. **Audit, Inspection and Access Rights**
    SFPL, its internal or external auditors, statutory auditors, regulators and any authority having jurisdiction, including the Reserve Bank of India, shall have the right to inspect, review and audit the DSA's relevant

books, records, systems, controls, personnel, customer interaction records and operational processes relating to services performed for SFPL.

19. **Maintenance of Records**
The DSA shall maintain complete, accurate and auditable records of customer interactions, sourcing activities, consents, disclosures, complaints and related documentation for such period as prescribed by law, regulation or SFPL policy.

20. **Cooperation with Regulatory Authorities**
The DSA shall provide all information, records, explanations and assistance reasonably required by SFPL, auditors or regulators in connection with inspections, audits, investigations, supervisory reviews or regulatory proceedings.

21. **Material Breach and Consequences**
Any violation of this Annexure, any applicable law, RBI requirement, customer protection obligation, data privacy requirement or instruction issued by SFPL shall constitute a material breach and may result in suspension, blacklisting, withholding of payments, recovery of losses, regulatory reporting and/or termination of the DSA arrangement without prejudice to any other rights and remedies available to SFPL.