	Clix Capital Services Private Limited	Original Issue Date: March 18, 2013	Effective Date: 27-May-2026
	<u>Fair Practices Code</u>	Current Review Date: May 27, 2026	
		Last Review Date: May 28, 2025	Version: 1.0 of 2026

## Clix Capital Services Private Limited (CCSPL)

### Fair Practices Code

<i>Issued by:</i>	Compliance
<i>Issue Date:</i>	March 18, 2013
<b><i>Current Review Date:</i></b>	<b>May 27, 2026</b>
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<i>Effective Date:</i>	May 27, 2026
<i>Approved by:</i>	The Board of Directors
<i>Policy Owner</i>	Compliance



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## 1. Scope

### 1.1 Applicability

This Fair Practice Code (this “Code”) applies to Clix Capital Services Private Limited (“CCSPL” or the “Company”) and to all the products and services offered by the Company, whether over the phone, across the counter, on the internet or by any other means.

This Code shall apply to:

- all employees of the Company; and
- all persons or entities acting on behalf of the Company, including agents, service providers, digital lending service providers (DLSPs), outsourcing partners or other third-party service providers, to the extent applicable.

The provisions of this Code shall be read in conjunction with, and shall be implemented in compliance with, the RBI Master Directions / circulars applicable to NBFC-ICC, as amended from time to time.

### 1.2 Effective Date

This Policy is effective as of May xx, 2026.

## 2. Objectives and Overview

CCSPL is a Non-Banking Financial Company - Investment and Credit Company (NBFC-ICC) registered with, and regulated by, the Reserve Bank of India (“RBI”) and is in the business of extending credit facilities and undertaking permitted financial activities to different types of customers, which include, Individual, Partnership Firms, Companies and other Corporate/ Legal Entities.

The Company has framed and adopted this Code in compliance with the provisions relating to responsible business conduct prescribed under the Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025, issued on 28 November 2025, as amended from time to time.

This Code, inter alia, gives effect to the requirements relating to Fair Practices Code for NBFCs as set out under Chapter III(A) of the said Directions and also incorporates other applicable provisions relating to customer protection, transparency and fair conduct, to the extent relevant to the Company’s activities.

### 2.1 Objectives of the Fair Practices Code


This Code requires the Company to maintain procedures:

- To promote good and fair practices by setting minimum standards to be followed while doing lending business and while dealing with customers;
- To increase transparency so that the customers can have better understanding of the products/services being offered by the Company;
- To promote a fair and cordial relationship between customers and the Company;
- To foster confidence in financial services system.

## 3. Fair Practice Code Minimum Requirements

### 3.1 Applications for loans and their processing

- All communications to the borrower shall be in the vernacular language or a language as understood by the borrower.
- The Company will have a loan application form, which shall include or be accompanied by information relating to the key features of the loan product, including the applicable interest rates, fees / charges, if any, processing fee, pre-payment options and related charges, if any, and any other material information which may affect the interest of the borrower, so that a meaningful comparison with the terms and conditions offered by other NBFCs/lenders can be made and informed decision can be taken by the borrower.
- The documents required to be submitted by the borrower for availing the loan shall be indicated in the application form/ communicated to the borrower at the time of sourcing the loan product.
- The Company shall issue an acknowledgement receipt for all loan applications.

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- e) The Company shall endeavor to process and dispose of the loan applications within the timelines as disclosed by it or within 21 working days or such extended time as may be clearly communicated to the borrower, calculated from the date of receipt of the application form, complete in all respects. Within such timelines, the Company shall communicate sanction or rejection of the loan application to the Customer.

### 3.2 Loan Appraisal and Terms and Conditions

- a) The customer shall be informed by means of a written sanction letter or by other appropriate means, in the vernacular language or a language understood by the borrower, about the amount of loan sanctioned along with material terms and conditions governing the loan, including the applicable annualized rate of interest, method of application thereof, prepayment options and charges, if any, etc. The Company shall keep the acceptance of these terms and conditions by the borrower on its record.
- b) The penalties or overdue interest (interest on unpaid EMI) applicable for late repayment shall be mentioned in bold in the loan agreement.
- c) A copy of the loan agreement along with a copy each of all enclosures quoted in the loan agreement, in the vernacular language or a language understood by the borrower, shall be furnished to every borrower at the time of sanction/ disbursement of loans.


### 3.3 Key Facts Statement for Loans & Advances

The following instructions shall be applicable in cases of all retail and MSME term loan products extended by the Company:

- a) The Company shall provide a Key Facts Statements (KFS) to all prospective borrowers to help them take an informed view before executing the loan contract, as per the standardised format prescribed by RBI. The KFS shall be written in a language understood by such borrowers. Contents of KFS shall be explained to the borrower and an acknowledgement shall be obtained that he/ she has understood the same.
- b) The Company shall provide the KFS with a unique proposal number and shall have a validity period of at least three working days for loans having tenor of seven days or more, and a validity period of one working day for loans having tenor of less than seven days.  
Explanation: Validity period refers to the period available to the borrower, after being provided the KFS by the Company, to agree to the terms of the loan. The Company shall be bound by the terms of the loan indicated in the KFS, if agreed to by the borrower during the validity period.
- c) The Company shall provide a computation sheet of Annual percentage rate (APR) and the amortisation schedule of the loan over the loan tenor, in the KFS. APR will also include all charges which are levied by the Company.
- d) Charges recovered from the borrowers by the Company on behalf of third-party service providers on actual basis, such as insurance charges, legal charges etc., shall also form part of the APR and shall be disclosed separately. In all cases wherever the Company is involved in recovering such charges, the receipts and related documents shall be provided to the borrower for each payment, within a reasonable time.
- e) Any fees, charges, etc. which are not mentioned in the KFS, cannot be charged by the Company to the borrower at any stage during the term of the loan, without explicit consent of the borrower.
- f) The applicability of pre-payment charges, shall be strictly in line with its Board-approved Prepayment Charges Policy, available under the [Policies](#) → Interest and Charges section on the Company's website, wherever applicable. Pre-payment charges, if any, shall be clearly disclosed in the sanction letter, loan agreement and the KFS. No pre-payment charges not so disclosed shall be levied by the Company.
- g) The Company shall not levy any charges / fees retrospectively at the time of pre-payment of loans, which were waived off earlier by the NBFC.
- h) KFS shall also be included as a summary box to be exhibited as part of the loan agreement.

### 3.4 Rate of Interest Charged by the Company

- a) The Board of Directors of the Company has approved and adopted a Policy on Approach for Determining Interest Rates, Processing and Other Charges which, inter alia, sets out the interest rate model taking into account relevant factors such as cost of funds, margin and risk premium, as well as the approach for gradation of risk.
- b) The rate of interest, determined based on the gradations of risk, along with the rationale for charging different rates of interest to different categories of borrowers, shall be disclosed to the borrower in the application form and communicated explicitly in the sanction letter. The Policy on Approach for Determining Interest Rates, Processing and Other Charges is placed on the website ([Policies](#) section) of the Company and shall be updated as and when there is any change.
- c) The rate of interest shall be annualized rates so that the borrower is aware of the exact rates that would be charged to the account.
- d) For floating rate loan products, the applicable Benchmark/ Floating Reference Rate shall be published on website of the Company and shall be updated whenever there is a change in the rates of interest.
- e) Interest shall be charged only from the date of actual disbursement of funds to the borrower
- f) Wherever disbursement is via cheque/ demand-draft (DD), interest shall be charged from the date on which the cheque/ DD is handed over to the borrower. It is also advised to use online account transfer in lieu of cheque/DD wherever possible.
- g) In the case of disbursal or repayment of loans during the course of the month, interest shall be charged only for the period for which the loan amount remains outstanding.

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- h) Where advance EMIs/instalment(s) are recovered at the time of disbursement, interest shall be charged after netting off such advance EMI(s)/ instalment(s) from the disbursed loan amount.

### 3.5 Penal Charges in loan accounts

Note: The Company only levy the overdue interest/ default interest which is an 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, which is in line with the FAQ no.5 on Fair Lending Practice - Penal Charges in Loan Accounts dated January 15, 2024 and para 30(1) of Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025, dated November 28, 2025.

However, to levy any Penal charge, the Company shall adhere to following instructions for charging penal charges on loans.

- Penalty, if charged, for non-compliance of material terms and conditions of loan contract by the borrower 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. There shall 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. Therefore, 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.

#### Notes:


- The material terms and conditions shall be defined as per the credit policy of the Company and they may vary across different categories of loan products based on the Company's internal credit assessment criteria.
- Default in repayment by the borrower is also a type of non-compliance of material terms and conditions of loan repayment contract by the borrower. Any charge levied on account of such default shall be in the form of penal charges only, and not as penal interest. Such penal charges shall be reasonable, levied only on the amount under default, applied in a non-discriminatory manner, and shall not be capitalised, i.e. no further interest shall be levied on penal charges.
- No additional or fresh penal charges shall be levied on any outstanding amount of penal charges.
- The Company shall comply with and give effect to any instructions, clarifications or circulars issued by the Central Board of Indirect Taxes and Customs (CBIC), as applicable, in relation to the levy and applicability of Goods and Services Tax (GST) on penal charges.
- The Company shall not introduce any additional component to the rate of interest and ensure compliance to this in both letter and spirit.
- The quantum of penal charges shall be reasonable and commensurate with the non-compliance of material terms and conditions of loan contract without being discriminatory within a particular loan/product category.

#### Notes:

- The penal charges within a particular loan or product category may vary based on objective parameters such as the loan amount. The Company may adopt an appropriate structure of penal charges, subject to adherence to the stipulations set out in this policy. However, the structure of penal charges within a loan or product category shall be applied uniformly, irrespective of the constitution of the borrower.
- While no regulatory upper limit or cap has been prescribed for penal charges, the Company, while formulating and implementing the penal charges, shall ensure that such charges are intended solely to inculcate credit discipline and are not used as a means of revenue enhancement.
- The penal charges in case of loans sanctioned to 'individual borrowers, for purposes other than business', shall not be higher than the penal charges to non-individual borrowers for similar non-compliance of material terms and conditions.
- The quantum and reason for penal charges shall be clearly disclosed by the Company to the customers upfront in the loan agreement and most important terms & conditions/Key Fact Statement (KFS) as applicable, in addition to being displayed on websites of the Company under Interest rates and Service Charges. Further, providing a reference to the schedule of penal charges displayed on the website of the Company in the sanction letter and loan agreement shall not suffice.
- 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 to the borrower.

### 3.6 Disbursement of Loans Including Changes in Terms and Conditions

- a) The Company shall give notice to the borrower, in the vernacular language or a language as understood by the borrower, of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges, other

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applicable fee/ charges etc. The Company shall ensure that changes in interest rates and charges are effected only prospectively. A suitable condition in this regard shall be incorporated in the loan agreement.

- b) The Company's decision to recall / accelerate payment or performance under the loan agreement or seeking additional securities shall be in consonance with the loan agreement signed with the borrower.
- c) The Company shall release all securities on repayment of all dues or on realization of the outstanding amount of loan, subject to any legitimate right or lien for any other claim which the Company may have against borrower. If such right of set off is to be exercised, the borrower shall be given notice about the same with full particulars about the remaining claims and the conditions under which the Company is entitled to retain the securities till the relevant claim is settled /paid.

### 3.7 Responsible Lending Conduct – Release of movable/immovable property documents on repayment/ settlement of personal loans

While releasing of movable/immovable property documents, the Company shall comply the following instructions:

- i. The Company shall release all the original movable / immovable property documents and remove charges registered with any registry within a period of 30 days after full repayment/settlement of the loan account.
- ii. The borrower shall be given the option of collecting the original movable/ immovable property documents either from the branch where the loan account was serviced or any other office of the Company where the documents are available, as per her/his preference.
- iii. The timeline and place of return of original movable/immovable property documents shall be mentioned in the loan sanction letters issued on or after the December 01, 2023.
- iv. In order to address the contingent event of demise of the sole borrower or joint borrowers, the Company shall have a well laid out procedure for return of original movable/immovable property documents to the legal heirs. Such procedure shall be displayed on the website of the Company along with other similar policies and procedures for customer information.
- v. Compensation for delay in release of movable/immovable property documents
  - In case of delay in releasing of original movable/immovable property documents or failing to file charge satisfaction form with relevant registry beyond 30 days after full repayment/ settlement of loan, the Company shall communicate to the borrower reasons for such delay. In case where the delay is attributable to the Company, it shall compensate the borrower at the rate of ₹5,000 for each day of delay.
  - In case of loss/damage to original movable/immovable property documents, either in part or in full, the Company shall assist the borrower in obtaining duplicate/certified copies of the movable/immovable property documents and shall bear the associated costs, in addition to paying compensation as indicated above. However, in such cases, an additional time of 30 days will be available to the Company to complete this procedure and the delayed period penalty will be calculated thereafter (i.e., after a total period of 60 days).
  - The compensation provided under these directions shall be without prejudice to the rights of a borrower to get any other compensation as per any applicable law.


### 3.8 Reset of floating interest rate on Equated Monthly Instalments (EMI) based personal loans

As the below instructions are applicable to Floating rate Personal Loan, and as per definition of Personal loan<sup>1</sup> provided by RBI, the said instructions are currently not applicable to any of the loan products offered by the Company (as loan is provided either for fixed rate of interest or the purpose is for commercial/business usage).

However, the following shall be ensured by the Company for any EMI based floating rate personal loan disbursed (if any):

- At the time of sanction of EMI based floating rate personal loans, the Company shall take into account the repayment capacity of borrowers to ensure that adequate headroom/margin is available for elongation of tenor and/or increase in EMI, in the scenario of possible increase in the external benchmark rate during the tenor of the loan.
- At the time of sanction, the Company shall clearly communicate to the borrowers 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 borrower immediately through appropriate channels.
- At the time of reset of interest rates, the Company, at its option, shall provide a choice to the borrowers to switch over to a fixed rate. The option to switch from floating to fixed rate, if permitted, may be exercised only once during the tenor of the loan, at the time of a scheduled interest rate reset.

<sup>1</sup> Personal Loan" means a loan granted to an individual, classified as consumer credit or a loan for personal purposes, as per the classification prescribed by the Reserve Bank of India under the circular on [XBRL Returns – Harmonisation of Banking Statistics dated January 4, 2018](#). Consumer Credit refers to the loans given to individuals, which consists of loans for consumer durables, credit card receivables, auto loans (other than loans for commercial use), personal loans secured by gold, gold jewellery, immovable property, fixed deposits (including FCNR(B)), shares and bonds, etc., (other than for business / commercial purposes), personal loans to professionals (excluding loans for business purposes), and loans given for other consumption purposes (e.g., social ceremonies, etc.). However, it excludes (a) education loans, (b) loans given for creation / enhancement of immovable assets (e.g., housing, etc.), (c) loans given for investment in financial assets (shares, debentures, etc.), and (d) consumption loans given to farmers under KCC.

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- The borrowers 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/ prepayment penalty shall be subject to extant instructions.

Note: Where there is a reset of interest rates for a class of borrowers within a particular loan category on account of a change in the applicable benchmark rate, the Company shall provide the following options to such borrowers, as applicable:

- Enhancement in EMI, or elongation of the number of EMIs, keeping the EMI unchanged, or a combination of both options;
  - Option to switch over to a fixed rate of interest for the residual tenor of the loan, where such option is offered by the Company in accordance with its Board-approved policy; and
  - Pre-payment, either in part or in full, at any point during the remaining tenor of the loan.
- 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 the Company from time to time. The applicable charges shall be as approved by the Board and shall be displayed on the NBFC's website.
  - The Company shall ensure that the elongation of tenor in case of floating rate loan does not result in negative amortisation.
  - The Company shall share/ make accessible to the borrowers, 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 (APR) for the entire tenor of the loan. The Company shall ensure that the statements are simple and easily understood by the borrower.
  - Apart from the equated monthly instalment loans, these instructions would also apply, mutatis mutandis, to all equated instalment-based loans of different periodicities.

These instructions are not applicable to other types of loans. In respect of loans linked to an external benchmark, the Company shall put in place adequate and robust information systems to ensure timely and accurate transmission of changes in the benchmark rate to the applicable lending rate, in accordance with the relevant regulatory requirements.

### 3.9 Guarantors

When an individual person intends to be a guarantor for a loan, he / she shall be informed about:

- his / her liability as guarantor;
- the amount of liability he / she will be committing himself / herself to the Company as guarantor;
- circumstances in which the Company may call on him / her to pay up his / her liability;
- whether his / her liabilities as a guarantor are limited to a specific quantum or are they unlimited; and
- time and circumstances in which his / her liabilities as a guarantor will be discharged as also the manner in which the Company will notify him / her about this; the Company shall keep him / her informed of any material adverse change/s in the financial position of the borrower for whom he / she stands as a guarantor.

### 3.10 Privacy and Confidentiality


The Company shall treat the personal information and data of customers, even when the customer is no longer a customer, as private and confidential. The Company will not reveal the personal data or personal information of customer to anyone including other companies in the group **except in any of the following circumstances:**

- Required by law
- Pursuant to duty towards public to reveal information
- Such disclosure is necessary for the performance of contractual obligations or for the conduct of the Company's legitimate business activities, including outsourcing arrangements, subject to appropriate confidentiality safeguards
- Prior consent of the customer has been obtained for such disclosure;
- where a reference or information is required to be provided to group companies or third parties with the prior explicit consent of the customer, as applicable..

The Company shall ensure that customer information shared with third parties, including service providers or group entities, is subject to appropriate confidentiality and data protection obligations.

The Company shall not use customer's personal information for marketing purposes unless the customer specifically authorizes us to do so.

### 3.11 Collection of Dues


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- a) At the time of sanction/disbursement of loans, the Company shall explain/disclose to the customer the repayment obligations, including the amount, tenure and periodicity of repayment in the Welcome Letter/ Sanction Letter/ Loan Agreement/ Terms & Conditions, etc.  
In the event of non-adherence to the agreed repayment terms or default in repayment, the Company shall initiate recovery of dues through a defined and structured process, strictly in accordance with applicable laws, RBI directions and the Company's Board-approved policies. Such process may include reminders, notices, personal visits and enforcement of security, if any, in a lawful and fair manner.
- b) The Company's collection and recovery process shall be built on courtesy, fair treatment and persuasion. The Company believes in fostering customer confidence and long-term relationship. Any employee or person authorized to represent the Company in collection of dues or/ and security repossession shall identify himself / herself and, upon request, display his / her identity card issued by the Company or under authority of the Company.
- c) All employees or any person authorized to represent the Company in collection and / or security repossession shall follow the guidelines set out below:
- i. Customer would be contacted ordinarily at the place of his/ her choice and in the absence of any specified place, at the place of his/ her residence, or if unavailable at his/ her residence, at the place of business/ occupation.
  - ii. Identity and authority to represent the Company shall be made known to the customer at the first instance.
  - iii. The privacy and dignity of the customer shall be respected at all times.
  - iv. Interaction with the customer shall be in a civil, professional and non-intimidating manner.
  - v. Customer's request to avoid calls at a particular time or at a particular place shall be honoured, as far as possible.
  - vi. Time and number of calls and contents of conversation would be documented/recorded in accordance with applicable policies and legal requirements.
  - vii. Reasonable assistance should be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner.
  - viii. During visits to customer's place for dues collection, decency and decorum shall be maintained.
  - ix. Inappropriate occasions such as bereavement in the family or such other calamitous occasions should be avoided for making calls / visits to collect dues.
- d) The Company shall ensure that its employees and authorised representatives are adequately trained to deal with the customers in an appropriate manner.
- e) The Company shall ensure that the following terms and conditions are mentioned in the Contract/loan agreement with the borrower with respect to the repossession of the security, wherever applicable:
- Actions to repossess assets are used only as a last resort, after all other steps to recover moneys fail.
  - Notice period before taking possession;
  - Circumstances under which the notice period can be waived, in accordance with law;
  - The procedure for taking possession of the security;
  - A provision regarding final chance to be given to the borrower for repayment of loan before the sale / auction of the Security;
  - The procedure for restoration of security to the borrower, where applicable; and
  - The procedure for sale / auction of the repossessed Security
- b) Appropriate sign offs are to be taken from senior risk/ collections and legal personnel, prior to initiating legal action or repossession proceedings against customers.
- c) Any repossession of equipment, movable or immovable property, or additional collateral, shall be strictly in compliance with the guidelines recommended by Legal and applicable local laws and regulations. All repossessions/ collateral security auction or open market sale shall meet all applicable legal regulations.
- d) For any use/ engagement of the third party for repossession of the asset, the Company will have to perform appropriate level of due diligence of the repossession vendor and seek internal approvals/sign-off (as applicable) before signing an agreement with the vendor.

### 3.12 Responsibilities of Direct Sales Agents (DSA) / Direct Marketing Agents (DMA) / Recovery Agents

The Company shall ensure that all Direct Sales Agents (DSAs), Direct Marketing Agents (DMAs) and Recovery Agents engaged by it are appropriately trained and supervised to discharge their responsibilities in a professional, ethical and compliant manner, with due regard to borrower protection and regulatory expectations. In particular:

- a) The Company shall ensure that DSAs, DMAs and Recovery Agents are adequately trained to handle their responsibilities with care and sensitivity, including aspects relating to customer solicitation, permitted calling hours, privacy and confidentiality of customer information, and accurate communication of product features, terms and conditions.
- b) The Company shall obtain a written undertaking from DSAs, DMAs and Recovery Agents to abide by an appropriate Code of Conduct. Recovery Agents shall, in addition, adhere to applicable RBI instructions, the Company's Fair Practices Code, as also its own code for collection of dues and repossession of security. The Company shall ensure that the actions of such agents do not compromise its integrity or reputation and that strict customer confidentiality is maintained.

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- c) The Company shall ensure that neither it nor its agents resort to intimidation, harassment or coercion of any nature—whether verbal or physical—during recovery of dues. Prohibited practices shall include, inter alia:
- acts intended to publicly humiliate the borrower or intrude upon the privacy of the borrower’s family members, referees or friends;
  - sending inappropriate or threatening messages, including through mobile phones or social media;
  - making anonymous, misleading or threatening calls;
  - persistently calling the borrower; or
  - contacting the borrower before 08:00 hours or after 19:00 hours for recovery purposes, except where permitted under applicable law or regulatory instructions.
- d) The Company shall engage telemarketers (DSAs / DMAs) for promotional or tele-marketing activities only if they possess valid registration with the Department of Telecommunications (DoT) and are registered in accordance with the Telecom Regulatory Authority of India (TRAI) guidelines, as amended from time to time.
- a) The Company shall:
- furnish to TRAI, as required, the details of telemarketers engaged, including their registered telephone numbers used for tele-marketing activities; and
  - ensure that all currently engaged DSAs / DMAs undertaking tele-marketing activities complete and maintain valid registration as telemarketers with the DoT.

### 3.13 Grievance Redressal Mechanism

- a) The Board of Directors of the Company has laid down an appropriate Grievance Redressal Mechanism within the Company to resolve disputes raised by customers.
- b) The name and contact details of the Grievance Redressal Officer who can be approached by the public for resolution of complaints against the Company are mentioned below:

#### Grievance Redressal – Contact Details

##### **Grievance Redressal Officer**

Mr. Sunny Dwivedi  
 Grievance Redressal Officer  
 Email: [grievance.officer@clix.capital](mailto:grievance.officer@clix.capital)

##### **Principal Nodal Officer**

Ms. Shagun Malhotra Jhanji  
 Principal Nodal Officer  
 Email: [nodalofficer@clix.capital](mailto:nodalofficer@clix.capital)

##### **Clix Capital Services Private Limited**

6<sup>th</sup> Floor, Good Earth Business Bay II,  
 Sector 58, Gurugram - 122102,  
 Haryana, India

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If the complaint is not resolved within 30 days from the date of receipt by the Company, or if the customer is not satisfied with the resolution provided, the customer may escalate the complaint to the RBI under the Integrated Ombudsman Scheme, 2021, as amended from time to time:

Complaints to RBI may be lodged through the following channels:


- Centralised Complaint Management System (CMS) of RBI (<https://cms.rbi.org.in>); or
- Any other mode as may be specified by RBI under the applicable Ombudsman framework.

This is without prejudice to the customer’s right to seek redressal through any other lawful forum or authority, as permitted under applicable law.

- c) The Grievance Redressal Mechanism is placed on the Company’s website under [Policies](#) section.

### 3.14 Other General provisions

- a) If the Company deems necessary, it shall verify the details mentioned by the customer in the loan application by contacting the customer at his/ her residence and/or business addressees through agencies appointed for the purpose.

	<b>Clix Capital Services Private Limited</b> <u>Fair Practices Code</u>	<b>Original Issue Date:</b> March 18, 2013	<b>Effective Date:</b> 27-May-2026
		<b>Current Review Date:</b> May 27, 2026	
		<b>Last Review Date:</b> May 28, 2025	<b>Version:</b> 1.0 of 2026

- b) The Company shall not discriminate against customers on the basis of age, race, caste, gender, marital status, religion, or disability. However, this shall not preclude the Company from instituting or participating in schemes framed for different sections and age groups of the society, in accordance with applicable laws and regulatory directions.
- c) The Company shall take appropriate measures to comply with the directions of the Hon'ble Supreme Court dated April 30, 2025, in Pragya Prasun and Ors. vs. Union of India and Ors. (W.P.(C) No. 289 of 2024) and Amar Jain vs. Union of India and Ors. (W.P.(C) No. 49 of 2025), as made applicable to NBFCs by the Reserve Bank of India, including measures relating to accessibility, non-discrimination and reasonable accommodation for persons with disabilities, particularly in respect of customer onboarding, digital KYC and related service delivery processes. Such compliance shall be undertaken in accordance with RBI directions and amendments issued pursuant to the said Order, as amended from time to time.
- d) The Company shall ensure non-discriminatory access to all products and facilities, including loan services, for persons with disabilities. It will provide necessary assistance through its customer touchpoints, sensitise employees through appropriate training, and address related grievances under the established Grievance Redressal Mechanism, in compliance with applicable laws and regulatory directions.
- e) The Company shall refrain from interference in the affairs of the borrower except for the purposes provided in the terms and conditions of the loan agreement (unless new information, not earlier disclosed by the borrower, has come to the notice of the Company).
- f) In case of receipt of request from the borrower for transfer of borrowal account, the consent or otherwise i.e. objection of the Company, if any, shall be conveyed within 21 days from the date of receipt of request. Such transfer shall be as per transparent contractual terms in consonance with law.
- g) In the matter of recovery of loans, the Company shall not resort to undue harassment viz., persistently bothering the borrowers at odd hours, use muscle power for recovery of loans etc. Company shall ensure that the staff are adequately trained to deal with the customers in an appropriate manner.
- h) The Board of Directors of the Company shall provide for periodical review of the compliance with this Code and the functioning of the Grievances Redressal Mechanism at various levels of management. A consolidated report of such reviews shall be submitted to the Board at least on an annual basis.
- i) The Fair Practice Code as revised from time to time shall be made available on the website of the Company, for the information of various stakeholders.
- j) All transactions of the Company, including charging of interest on advances, shall be rounded off to the nearest rupee, with amounts of fifty paise and above rounded off to the next higher rupee and amounts of less than fifty paise ignored, in accordance with applicable RBI directions. The Company shall ensure that cheques or drafts issued by customers containing fractions of a rupee are not rejected on this account.