FAIR PRACTICES CODE

Supergrowth Investments Private Limited

1. INTRODUCTION AND PURPOSE

1.1 This Fair Practices Code (**"Code"**) sets out the principles and standards that Supergrowth Investments Private Limited (**"Company"**) observes in its dealings with its customers in connection with the provision of credit and financing to businesses in the healthcare ecosystem.

1.2 The Company has adopted this Code to promote fair, transparent and responsible dealing with its customers, and to reflect the applicable requirements of the Reserve Bank of India, including the RBC Directions, and other Applicable Law, to the extent they apply to the Company's financing business.

2. SCOPE AND APPLICATION

2.1 Financing business

This Code applies to the Company's financing business, comprising supply chain financing, receivables and invoice financing, working capital facilities and similar credit or financing products provided to customers in the healthcare ecosystem (together, **"Financing"**).

2.2 Own account or Lending Partner

The Company provides, or facilitates the provision of, Financing whether on its own account or with or on behalf of a Lending Partner. Where the Company performs functions with or on behalf of a Lending Partner, this Code is to be read together with that Lending Partner's board-approved fair practices code.

2.3 This Code applies to all directors, officers and employees of the Company, and to all agents, sub-contractors and service providers engaged by the Company in any function to which this Code applies.

2.4 Nothing in this Code operates to limit or override any obligation of the Company under Applicable Law, which shall prevail to the extent of any inconsistency. Where Applicable Law, a Lending Partner's board-approved fair practices code, or this Code imposes a requirement that is stricter than, or additional to, the others, the stricter or additional requirement shall apply.

3. DEFINITIONS

3.1 In this Code, unless the context otherwise requires:

(a) **"Applicable Law"** means any statute, rule, regulation, direction, notification, order, guideline or policy of any Governmental Authority having jurisdiction over the matter in question, as amended from time to time;

(b) **"APR"** or **"Annual Percentage Rate"** means the annual cost of credit to the customer expressed as a percentage, computed in the manner required under Applicable Law;



(c) **"Customer"** means a person (typically a business, such as a hospital, clinic, diagnostic centre, medical practitioner, supplier, pharmacy or manufacturer) to whom the Company provides or proposes to provide, or facilitates the provision of, Financing, and includes an applicant for Financing;

(d) **"Digital Lending App"** or **"DLA"** means a mobile or web-based application, operated by or on behalf of the Company, that facilitates digital lending, as described in the RBI Digital Lending Directions;

(e) **"Financing"** has the meaning given in Clause 2;

(f) **"Governmental Authority"** means any government or statutory, regulatory, judicial or quasi-judicial authority having jurisdiction over the Company, including the Reserve Bank of India;

(g) **"Key Facts Statement"** or **"KFS"** means the standardised statement of the key facts of a loan, in the format and manner required under Applicable Law;

(h) **"Lending Partner"** means a bank or non-banking financial company (each of which is an entity regulated by the Reserve Bank of India) with or on behalf of whom the Company provides or facilitates Financing to customers, being Ratnaafin Capital Private Limited and Mufin Green Finance Limited;

(i) **"RBC Directions"** means the Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025, as amended from time to time;

(j) **"RBI"** means the Reserve Bank of India; and

(k) **"RBI Digital Lending Directions"** means the Reserve Bank of India (Digital Lending) Directions, 2025, as amended.

4. GENERAL PRINCIPLES

4.1 In its Financing business, the Company shall:

(a) deal with customers fairly, honestly and in a non-discriminatory manner;

(b) act with courtesy, and in a transparent and professional manner;

(c) communicate with a customer in a language the customer understands;

(d) not make any misleading representation, and not use any deceptive practice, in relation to any Financing; and

(e) treat customer information as confidential and process it in accordance with Applicable Law and the Company's data-protection policies.



5. TRANSPARENCY AND DISCLOSURE

5.1 Before accepting a loan application, the Company shall ensure that the loan application form contains necessary information which affects the interest of the borrower, so as to enable the borrower to make a meaningful comparison with the terms and conditions offered by other lenders and take an informed decision. The loan application form shall also indicate the documents required to be submitted with the application.

5.2 The Company shall have a system for giving acknowledgement for receipt of all loan applications and shall, preferably, indicate in such acknowledgement the timeframe within which the loan application is expected to be disposed of.

5.3 Before a customer avails Financing, the Company shall ensure that the customer is provided, in a clear and unambiguous manner, with the key terms of the Financing, including:

(a) the identity of the lender (being the Company or the relevant Lending Partner);

(b) the amount or limit of the Financing, its tenor or repayment terms, and the manner of drawdown and repayment (including any autopay arrangement);

(c) the applicable rate of interest and the manner of its determination, and all applicable fees and charges; and

(d) details of any penal charges payable on default or on non-compliance with material terms, which shall be disclosed upfront.

5.4 The Company shall not levy on a customer any charge that has not been disclosed to the customer, and shall ensure that penal charges are levied as charges, and not as penal interest capitalised to the amount financed, in accordance with Applicable Law.

5.5 Where the Financing is of a type for which a Key Facts Statement is required under Applicable Law (such as a retail or micro, small and medium enterprise term loan), the Company shall provide, or ensure the provision of, a Key Facts Statement, including the APR.

5.6 The Company shall make available to the customer a copy of the Financing agreement, together with all enclosures referred to in it, at the time of sanction or execution.

6. CONDUCT IN DIGITAL LENDING

6.1 Where the Company operates or provides a Digital Lending App, or otherwise acts as a lending service provider for a Lending Partner, it shall, to the extent applicable under the RBI Digital Lending Directions:

(a) disclose to the customer the identity of the Lending Partner and the Company's own role;

(b) remain impartial as between Lending Partners, and, where it operates a Digital Lending App for more than one Lending Partner, provide the customer with a digital view of all



Financing offers that match the customer's request and disclose the Lending Partners whose offers were considered but did not match;

(c) ensure that any fee for the Company's services is borne by the Lending Partner and is not charged to the customer;

(d) not increase any credit limit automatically without the customer's explicit prior consent; and

(e) where required under the RBI Digital Lending Directions, provide the customer with a cooling-off or look-up period during which the customer may exit the Financing by repaying the principal and the proportionate charges, without penalty.

7. PRIVACY AND PROTECTION OF CUSTOMER DATA

7.1 The Company shall collect and process customer data on a need-based basis, with the customer's consent where required, and shall handle such data in accordance with the Digital Personal Data Protection Act, 2023 and the rules made thereunder, the RBI Digital Lending Directions, to the extent applicable and the Company's data-protection and privacy policies. This Code does not limit those policies.

8. RESPONSIBLE RECOVERY PRACTICES

8.1 In relation to the recovery of amounts due, the Company, and any recovery agent engaged by it, shall:

(a) not resort to harassment, intimidation or the use of abusive or unlawful means;

(b) contact customers only during reasonable hours and in a civil manner, and respect the customer's privacy and dignity;

(c) provide the customer with the details of the recovery agent, where a recovery agent is engaged; and

(d) act consistently with any applicable Lending Partner's fair practices code and with Applicable Law.

9. GRIEVANCE REDRESSAL

9.1 The Company shall maintain a grievance redressal mechanism for customers, and shall designate a grievance redressal officer whose name and contact details are set out below:
Name: Gaurav Singh;
Designation: Operations Lead;
Telephone: 8602950338;
email: contact@supergrowth.in

The company shall ensure that the above details are displayed on the Company's website and, where applicable, its Digital Lending App.



9.2 The Company shall acknowledge and seek to resolve customer complaints within the timelines required under Applicable Law, and shall inform the customer of the escalation available, including to the relevant Lending Partner and, where applicable, to the Reserve Bank of India.

9.3 Where a complaint relates to a function performed with or on behalf of a Lending Partner, the Company shall coordinate with, and escalate the complaint to, the Lending Partner as required.

10. RESPONSIBILITY, TRAINING AND MONITORING

10.1 The Board of Directors of the Company is responsible for the adoption and oversight of this Code. The Company shall provide appropriate training to its personnel and agents on this Code, and shall monitor compliance with it, including compliance by any agent or service provider engaged by the Company. The Company shall have a system for reviewing customer grievances and shall place a consolidated report of such grievances and the Company's grievance redressal mechanism before the Board at regular intervals.

11. REVIEW AND AMENDMENT

11.1 The Board shall review this Code at least once each financial year, and upon any material change in Applicable Law or in the Company's business or arrangements with Lending Partners, and may amend, modify or replace it at any time. Any provision of this Code that becomes inconsistent with Applicable Law shall, to the extent of such inconsistency, be deemed modified to conform to Applicable Law, and the remaining provisions shall continue in effect.

12. ADOPTION AND EFFECTIVE DATE

12.1 This Code was approved and adopted by the Board of Directors of the Company, and is effective since 2000. The latest review of this Code was carried out on 30 April 2026.

