INTEREST RATE POLICY
Supergrowth Investments Private Limited

1. INTRODUCTION AND PURPOSE

1.1 This Interest Rate Policy (**"Policy"**) sets out the principles and the model that Supergrowth Investments Private Limited (**"Company"**) applies in determining the rate of interest, and the fees and other charges, on the credit and financing it provides to businesses in the healthcare ecosystem.

1.2 The Company has adopted this Policy having regard to the requirements applicable to lenders under the directions of the Reserve Bank of India (including the requirements relating to an interest rate model and the gradation of risk under the Reserve Bank of India (Non-Banking Financial Companies - Responsible Business Conduct) Directions, 2025), to the extent they apply to the Company, and as a matter of fair and transparent dealing with its customers.

2. SCOPE AND APPLICATION

2.1 Financing business

This Policy 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

This Policy applies to Financing provided by the Company on its own account. Where Financing is provided by, or on behalf of, a Lending Partner, the interest rate model, fees and charges of that Lending Partner govern the pricing of that Financing, and the Company applies and communicates them in accordance with Clause 12.

2.3 Nothing in this Policy operates to limit or override any obligation of the Company under Applicable Law, which shall prevail to the extent of any inconsistency.

3. DEFINITIONS

3.1 In this Policy, 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 Financing;

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

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

(f) **"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;

(g) **"Lending Partner"** means a bank or non-banking financial company (each of which is an entity regulated by the Reserve Bank of India) by or on behalf of whom Financing is provided with or through the Company;

(h) **"Penal Charges"** means charges levied on a customer for default or non-compliance with the material terms of a Financing, as described in Clause 9;

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

(j) **"RBC Directions"** means the Reserve Bank of India (Non-Banking Financial Companies - Responsible Business Conduct) Directions, 2025, as amended.

4. OBJECTIVES AND PRINCIPLES

4.1 In pricing its Financing, the Company aims to:

(a) determine rates of interest and charges on a rational, consistent and transparent basis;

(b) ensure that rates of interest are not excessive and are commensurate with the cost and the risk of the Financing;

(c) charge different rates of interest to different categories of customers on the basis of objective factors and the gradation of risk, and document the rationale for such differential rates, while ensuring that they are not applied in a discriminatory manner;

(d) communicate the applicable rate and charges to the customer clearly and in advance; and

(e) determine the rate of interest taking into account relevant factors, including the cost of funds, margin and risk premium.

5. INTEREST RATE MODEL

5.1 The rate of interest (or, in the case of receivables or invoice financing, the discount or financing charge) applicable to a Financing is determined taking into account relevant factors, which may include:

(a) the Company's cost of funds, including the cost of borrowings and the cost of capital;



(b) the Company's operating and administrative costs;

(c) a margin representing the minimum return expected on the Financing;

(d) a risk premium reflecting the credit and other risks of the Financing, determined in accordance with Clause 6;

(e) the tenor and structure of the Financing;

(f) any subvention, discount or support provided by a third party; and

(g) prevailing market conditions, competition and regulatory costs.

6. GRADATION OF RISK

6.1 The Company follows a risk-based approach, under which different rates of interest may be charged to different customers, and for different Financing, based on an assessment of risk. The factors relevant to the gradation of risk may include:

(a) the financial strength, credit profile and past conduct of the customer;

(b) the healthcare sub-segment and business of the customer (such as a hospital, diagnostic centre, supplier or pharmacy);

(c) the nature and quality of, and the payer or insurer profile relating to, the receivables or invoices being financed;

(d) the security or collateral, if any, and any guarantee or other credit support;

(e) the amount, tenor and structure of the Financing;

(f) the mode of the Financing, including whether it is provided digitally; and

(g) the overall relationship of the customer with the Company.

6.2 The approach to the gradation of risk, and the rationale for charging different rates to different categories of customers, is disclosed to the customer in the manner set out in Clause 10.

7. INTEREST RATE STRUCTURE AND COMPUTATION

7.1 Interest may be charged on a fixed or a floating basis. Where a floating rate is charged, it is linked to a benchmark together with a spread, and is reset in the manner set out in the Financing agreement.

7.2 The rate of interest is expressed and communicated as an annualised rate, so that the customer is aware of the exact rate that will be charged.



7.3 The method of computation of interest (including the basis of computation, the rests or compounding, if any, and the day-count convention) and, in the case of receivables or invoice financing, the manner of computing the discount or financing charge, are set out in the Financing agreement.

7.4 The Company may adopt a Board-approved range of rates of interest for each Financing product; the rate applicable to a particular customer within that range is determined in accordance with Clauses 5 and 6.

8. FEES AND OTHER CHARGES

8.1 The Company may levy processing fees and other charges in connection with a Financing. All such fees and charges are determined on a reasonable basis, are disclosed to the customer in advance, and are not levied unless so disclosed.

9. PENAL CHARGES

9.1 Any charge levied for default by, or non-compliance by, a customer with the material terms of a Financing is levied as a Penal Charge, and not as penal interest added to the rate of interest.

9.2 Penal Charges are reasonable and commensurate with the non-compliance, are not capitalised (no further interest is charged on Penal Charges), and are levied in a manner consistent with Applicable Law.

9.3 The quantum of, and the reason for, Penal Charges are disclosed to the customer in the Financing agreement (prominently), in the Key Facts Statement where one is provided, and on the Company's website.

10. COMMUNICATION AND DISCLOSURE

10.1 The Company communicates the applicable rate of interest, the approach to the gradation of risk, and the fees and charges to the customer in the application form and, explicitly, in the sanction letter or other written communication, in a language the customer understands.

10.2 The Company makes available to the customer a copy of the Financing agreement, together with all enclosures referred to in it, and keeps the customer's acceptance of the terms on its record.

10.3 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 provides, or ensures the provision of, a Key Facts Statement, including the APR.

10.4 The Company publishes the rates of interest, or the range of rates, and the approach to the gradation of risk, on its website, and updates the published information whenever there is a change.

11. CHANGES TO INTEREST RATES AND CHARGES



11.1 Any change in the rate of interest or the charges applicable to a Financing takes effect prospectively, and is applied and communicated in accordance with the Financing agreement and Applicable Law.

12. FINANCING PROVIDED BY OR FOR A LENDING PARTNER

12.1 Where Financing is provided by a Lending Partner with or through the Company, the rate of interest, fees and charges are determined under the Lending Partner's interest rate model and are governed by the Lending Partner's policies. The Company applies and communicates such rate, fees and charges as directed by the Lending Partner, and consistently with Applicable Law and with this Policy so far as it applies.

13. GOVERNANCE

13.1 This Policy, and any Board-approved range of rates of interest and charges, are approved by the Board of Directors of the Company. The Board may delegate to a committee or to management the determination of the rate applicable to a particular customer within the approved range and framework.

13.2 The Company maintains records of the basis on which rates of interest and charges are determined.

14. REVIEW AND AMENDMENT

14.1 The Board shall review this Policy at least once each financial year, and upon any material change in Applicable Law or in the Company's business, and may amend, modify or replace it at any time. Any provision of this Policy 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.

15. ADOPTION AND EFFECTIVE DATE

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

