

12-Nov-2024

Rahul Dewangan

Ward No 9 , Santoshi Mata Mandir ke Pass, Champa, Chhattisgarh - 495671

OFFER OF APPOINTMENT

Dear Rahul Dewangan,

With reference to your application for an employment with Home Credit India Finance Private Limited ("Company") and the subsequent discussions, we are pleased to offer you the role of Senior Analyst - Reporting & Analytics. We anticipate that you will commence your employment with us at the earliest but not later than 27-Dec-2024 failing which this offer shall stand withdrawn automatically. However, the Company reserves the right to change the Date of Joining with prior intimation to you.

Listed below is the summary of this offer:

Position Offered:	Senior Analyst - Reporting & Analytics	
Grade:	L1	
Job Location:	GGN-Infinity	
Probation Period:	3 months	
Annual CTC (Cost to Company):	INR 9,00,000 (Nine Lakh Only) (Details as per Annexure 1)	
Performance Bonus:	You will be eligible to receive a Bonus of 10% of your Annual Gross Salary on 100% target achievement.	
	• The Bonus is capped at a maximum amount of 15% of your Annual Gross Salary.	
	The actual Bonus pay-out depends upon the assessment of KPI's as assessed by your supervisor and the terms and condition of the Company's Bonus Policy.	

This Offer Letter is confidential in nature and the contents of this Offer Letter or any part thereof are to be kept in strict confidence by you.

The Company reserves the right to verify the information and documents submitted by you. For this purpose, you may be requested to provide any additional information as required for verification purpose.

It may please be noted that if any of the information or documents furnished by you is found to be false, misleading,

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or incorrect, or you do not co-operate in the verification process, the Company reserves the right to revoke this offer with immediate effect without any notice or compensation.

This offer is valid only for two working days from the date of issuance of this letter and shall automatically revoked unless revised by the Company. Please indicate your acceptance of this offer by clicking on the "Accept" button.

The terms and conditions of the employment with the Company is annexed herewith as Annexure 2, Annexure 3, and Annexure 4 (collectively referred as "Terms & Conditions of Employment") for your reference.

This letter is an offer only and shall not be considered as contract of employment between you and the Company even after acceptance of this offer until the date you present yourself for employment at the designated office of the Company (i.e. Date of Joining).

On the day of joining, you are requested to report designated office at 9:30 AM along with copy of appointment letter and meet the person at reception who will connect you with the People SPOC.

Looking forward to you being a valuable member of the Home Credit family.

Sincerely,

For Home Credit India Finance Private Limited

Authorized Signatory

Digitally Accepted

People Function

Rahul Dewangan

Please Note: This Offer is based on Company policies, procedure, and other rules, currently applicable, which are subject to amendments from time to time, in which case this Offer will also be modified / revised.



Annexure I – Cost to Company				
	Name	Rahul D	Rahul Dewangan	
Employee Details	Job Detail	Senior Analyst - Re	Senior Analyst - Reporting & Analytics	
	Date of Joining	27-Dec	27-Dec-2024	
	Date of Birth	27-Jar	27-Jan-1994	
	State / City	Haryana	GGN-Infinity	
	Components	Monthly (INR)	Annual (INR)	
Earnings	Basic	37,500	4,50,000	
	HRA	18,750	2,25,000	
	Transport Allowance	1,600	19,200	
	Medical Allowance	1,250	15,000	
	LTA	3,125	37,500	
	Special Allowance	10,975	1,31,700	
	Total Salary	73,200	8,78,400	
Employer's Statutory Contribution	PF	1,800	21,600	
	CTC	75,000	9,00,000	
Retirement Benefit	Gratuity	1,804	21,648	
*Annual Performance Bonus on 100°	87,840			
*Annual Performance Bonus on 1509	1,31,760			

- > *You will be eligible to receive a Performance Bonus at 10% of your Annual Total Salary on 100% target achievement. The Bonus is capped at maximum of 15% of your Annual Total Salary. The actual Bonus payout depends upon assessment of your KPIs by your supervisor and terms and conditions of Company's Bonus policy.
- > Payment of annual performance bonus includes 'Statutory Bonus' payable under Payment of Bonus Act, 1965, provided employee has worked in the establishment for not less than thirty working days in that year;
- > LTA if opted, will be disbursed as per relevant rules; otherwise, will be paid as part of Monthly Special Allowance;
- > Additional PF Admin charges on Basic salary over INR 15,000/- has to be borne by employee, if opted for PF deduction on Full Basic Salary;
- > Employer's Contribution to ESIC = 3.25% of Total Salary, provided Total Salary < =Rs. 21,000/-;
- > Cost To Company (CTC) = Total Salary + Employer's Statutory Contribution;
- > Statutory Bonus is payable @ 8.33% of minimum wage of the state or of Rs. 7,000 (whichever is higher), only if Monthly Total Salary =< Rs. 21,000/-;
- > ** Take Home salary = Total Salary Employee's liability towards PF & ESI. Your actual Take Home Salary will be subject to applicable income tax, profession tax and other withholdings;
- > Deductions towards PF, ESIC, LWF, Professional Tax and Income Tax are subject to relevant rules of Govt. of India and its states;
- > Aforementioned CTC breakup is subject to change(s) from time to time, on basis of regulatory and or company policy;
- > Employees parting after completing five years of service will be eligible for Gratuity payout, subject to prevailing rules of Govt.

For Home Credit India Finance Pvt. Ltd.

Authorized Signatory

Digitally Accepted

People Function

Rahul Dewangan

Home Credit India Finance Private Limited

Corporate Office: Third Floor, Tower C, DLF Infinity Towers, DLF Cyber City, Phase-II, Gurugram, Haryana - 122002 **Registered Office:** S-7, Second Floor, Manish Chambers 4, Plot No.7, LSC, Sector-12, Dwarka, New Delhi - 110075



ANNEXURE 2 TERMS AND CONDITIONS OF EMPLOYMENT WITH HOME CREDIT INDIA FINANCE PRIVATE LIMITED

1. Date of Joining

- 1.1. Your employment with the Company shall begin on the date specified above ("Date of Joining"). However, your employment with the Company shall be subject to the submission of copies of the requisite documents with the Company verified with original copies by the representative of the Company.
- 1.2. If you failed to provide all or any of the aforesaid documents to the complete satisfaction of the Company on or before the Date of Joining, or you failed to present yourself for the employment on the Date of Joining, this letter shall automatically become void and ineffective and you shall have no right whatsoever on the employment with Company.
- 1.3. The Company shall have the sole right to defer your Date of Joining with the Company considering the circumstances necessitating such change in Date of Joining. In such a case, your Cost to Company as per Annexure 1 shall become payable from the revised Date of Joining and, unless agreed otherwise, you shall not be entitled to any Compensation, or reimbursement of any expense incurred by you, for the reason of such deferment of the Date of Joining.

2. Probation Period

- 2.1. Your probation period shall be only three (03) months from your Date of Joining. However, the probation period may either be extended or dispensed earlier at the sole discretion of the Management of the Company. Unless your probation period is extended by written notice by the Company, your employment shall be deemed to be automatically confirmed on completion of your probation period.
- 2.2. During the probation period, your employment can be terminated by a party either by serving a termination notice of such termination or on payment of Compensation in lieu of such advance notice to the other party. The notice period required to be served in case of termination of the employment, or the Compensation in lieu of such notice period, as the case may be, shall be based on your designation at the time such notice of termination is to be served and has been referred in the Company Policy.
- 2.3. During the probation period, you shall be entitled to the leaves and holidays as per the Company Policy.

3. Place of Posting

- 3.1. Your place of posting at the time of commencement of your employment has been stated above in Offer of Appointment. You may be transferred to another branch, shift, post, work place, or to another Group Entity of the Company at any time during your employment with the Company. In case of such transfer, your Cost to Company may be changed/ restructured as per the policy of the Company subject to the laws applicable to the new place of employment.
- 3.2. You will work under the supervision of such officers as may be decided by the Management from time to time.
- 3.3. You shall diligently and satisfactorily carry out instructions given to you by your superiors in connection with the work assigned to you to the best of your skill and ability.

4. Cost to Company

4.1. The Company shall have the right to vary/ restructure all or any of the components of your Cost to Company as detailed in Annexure 1 as per the Company Policy considering the factors like your work performance, compliance with the code of conduct and policies of the Company, change in applicable laws, change in your designation, change in your place of employment etc. Such variation/ restructuring may result in reduction or increase in your Cost to Company.

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- 4.2. The Cost to Company and other entitlements to you shall be payable subject to deductions under the taxation and labour laws, including deduction of tax at source, contribution to provident fund, contribution to ESI, contribution to labour welfare fund, gratuity, as may be applicable.
- 4.3. You will be reimbursed for all work-related expenses, including travel and entertainment, in accordance with the terms of the Company Policy. If you are required/permitted to use your personal mobile phone, internet connection, vehicle or any other personal equipment for official purpose for which you may incur any expense, any reimbursement for such expense or for official use of personal equipment shall be as per the Company Policy.
- 4.4. You shall keep your Cost to Company and other entitlements confidential and shall not disclose the same to any other employee of the Company.

5. Leaves and Holidays

- 5.1. You shall be allowed leaves as per the policies of the Company subject to the labour laws applicable to your place of employment.
- 5.2. Grant of leave may depend on the exigencies of work and shall be at the decision of your supervisor. Before proceeding on leave, you should apply for leave in advance to your supervisor and seek the prior sanction of leave. Similarly, for extension of leave, an application will have to be made in advance so as to reach positively before the expiry of leave originally granted. Mere submission of application will not mean that the leave has been sanctioned.
- 5.3. In case leaves are taken on medical grounds by you, the application for leaves must be supported by the original medical certificate. The Company will be within its rights to get you medically examined to verify your alleged disability or sickness.
- 5.4. Any absence from the employment for a continuing period of 8 days without any sanction of leave by your supervisor, or any unauthorized extension of leaves, shall entitle the Company to take strict disciplinary action against you, including but not limited to, immediate termination of your employment with the Company without any Compensation whatsoever. In such an eventuality, the Management may draw an irresistible presumption that by remaining absent from employment and without approval, you have willfully abandoned your employment.

6. Performance

- 6.1. You will employ yourself efficiently to the best of your ability, will devote your whole time to the work of the Company and will not engage, without prior written approval of the Management, yourself directly or indirectly, either honorary or on remuneration, in any service, trade, business, vocation or occupation (including agency of an insurance Company or in advisory capacity).
- 6.2. You will not appear in any examination or attend classes without prior and written approval of Management application for which shall be made in writing;
- 6.3. Your increments, promotions and/ or demotions will be solely decided by the Management considering the achievement of the Key Performance Indicators (KPI) provided to you during the employment, compliance of the policies, rules and regulations of the Company and also the prosperity of the organization. Your incentive/ bonus stated above in Offer of Appointment shall also be determined on the basis of the achievement of the Key Performance Indicators (KPI) by you which shall be shared with you during the course of your employment. Such Key Performance Indicators (KPI) shall be subject to change as per the discretion of the Management of the Company.

7. Training

7.1. During the course of employment, you may be required to undergo certain practical and/ or theoretical training to perform your current job responsibilities efficiently or to perform such other tasks as the Management may require you to perform in future. You shall make available yourself for such training, whether such training is conducted in India or outside India.

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7.2. If the cost of such training is borne by the Company and you terminate your employment within 1 year from the date of the completion of such training, you may be required to reimburse the total cost of training, including travel related costs, to the Company.

8. Confidentiality

8.1. You shall be bound by the terms of the Non – Disclosure Agreement annexed herewith as Annexure 4. For so long as the you shall remain employed by the Company and for a continuous period of three (3) years after termination of employment with the Company for any reason, you shall not disclose or communicate any "Confidential Information" (as defined under Annexure 3) of the Company or any Group Entity to any person or entity other than the Company or Group Entity nor use the said "Confidential Information" for any purpose or reason other than the purpose for which the said Confidential Information was communicated by the Company to you.

9. Non-Compete Clause

9.1. You agree that, during the course of your employment and six months from the date of termination of your employment with the Company for any reason whatsoever, you shall not, without prior written consent, work or consult for or otherwise affiliate yourself with any business or proposed business likely to be in competition with or in any way similar to the Company's business. You hereby specifically agree that you will not be directly or indirectly associated with such business or proposed business either as a partner or owner employee or any other such capacity. You further agree that you will not build or design or assist or advise or finance or acquire or lease or operate or manage or own or purchase or organize or take preparatory steps in relation to a business or proposed business likely to be in competition with or in any way similar to the Company's business.

10. Non-Solicitation Clause

10.1. During your employment with the Company and for six months period following the termination of your employment for any reason or without reason, you shall not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others, and either for your benefit or for the benefit of a third party solicits, induce, encourage, or participate in soliciting, inducing, or encouraging any employee, independent contractor or consultant of the Company to terminate his or her relationship with the Company or to work in any capacity for any person or entity other than the Company. You agree that should you violate this covenant of non-solicitation; the Company shall be entitled to claim damage as per Clause 19 of these Terms & Conditions.

11. Medical Examination

- 11.1. The Management shall have the right to require you to subject yourself at any time during employment with the Company to medical examination. If you are not found medically fit, your employment may be terminated at any time by giving you one month's notice or Compensation in lieu thereof.
- 11.2. The continuation of your employment is subject to your being found and remaining medically, physically and mentally fit.

12. Retirement Age

12.1. You will automatically retire without any notice on your reaching the age of 58 years.

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Corporate Office: Third Floor, Tower C, DLF Infinity Towers, DLF Cyber City, Phase-II, Gurugram, Haryana - 122002 **Registered Office:** S-7, Second Floor, Manish Chambers 4, Plot No.7, LSC, Sector-12, Dwarka, New Delhi - 110075



13. Manner of Correspondence

- 13.1. All Correspondences between you and the Company shall be in English language unless the local laws of the place of employment require it to be in the regional language.
- 13.2. The Company shall serve all such Correspondences to you either through the ordinary post, or registered post, or courier, or at your personal/official electronic mail address, or through personal delivery at the address given by you at the time of appointment or such other address, which you will intimate, to the Company during the course of employment. Any Correspondence sent to you through any of the aforesaid manner shall be deemed to be duly served within 3 working days if served through ordinary/ registered post/ courier, within 2 hours if served through electronic mail and immediately on delivery if served through personal delivery. It will be your duty to intimate the Company in writing whenever there is any change of your address, electronic mail and telephone/mobile number.
- 13.3. You shall serve all the Correspondence to the Company either through the ordinary post, or registered post, or courier, or designated electronic mail address, or through personal delivery at the Registered Office of the Company or at the office of the Company at which you are posted. Any Correspondence sent by you shall be deemed to be served only when it is sent through any of the aforesaid mode and shall be deemed to be served on the day on which it was actually received by the Company.

14. Representations

- 14.1. This appointment is based on the information given by you to us in your employment/personal data form and otherwise and shall be considered null and void if a material error/suppression or false detail is discovered therein at any time. In that eventuality, the Management shall have the right to take strict disciplinary action against you including, but not limited to, immediate termination of your employment and legal proceedings against you.
- 14.2. The Company shall be entitled to conduct such credit checks, references and make inquiries in respect of the details provided by you as the Company may consider necessary in its sole discretion either before the commencement of your employment or any time thereafter.

15. Code of Conduct and Company Policy

- 15.1. The Company has framed and implemented Code of Conduct (Annexure 4) and the Company Policies applicable to all the employees of the Company irrespective of the designation and place of employment; In addition you will be required to sign and follow the code of conduct for your department ("Department Code").
- 15.2. You hereby confirmed that you have explicitly read and understood the Code of Conduct implemented by the Company and undertake to be bound by such Code of Conduct during the employment period.
- 15.3. You hereby undertake to be bound by the Department Code and Company Policy during the employment period.
- 15.4. You further confirmed that the Management reserves the right to alter, whether by additions, deletions or modifications, such Code of Conduct, Department Code, and Company Policy any time at its sole discretion considering the interest of the Company and all of its employees.
- 15.5. The Company shall intimate such amendments to you, and you shall be under an obligation to comply with such amendments.

16. Use of Property of the Company

- 16.1. Where any Property of the Company is provided to you, you shall use the same for the official purposes of the Company and in the best interest of the Company.
- 16.2. You shall be solely liable for any loss, damage, or misuse of any such Property of the Company provided to you and it shall be your responsibility to ensure that such Property shall be used in accordance with Company Policy in this regard.

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- 16.3. In case the official use of your personal mobile phone is permitted/ required by the Company:
 - 16.3.1. You hereby give your express consent that you shall make available your personal mobile phone for receiving calls, SMS etc. relating to official matters from the employees, clients, vendors and other stakeholders of the Company.
 - 16.3.2. Any such use, and reimbursement (if any applicable) thereof, shall be subject to the policy of the Company in this regard.

17. Disciplinary Action

- 17.1. In case you are charged with any act of misconduct, misbehavior, violations of Code of Conduct/ Department Code/Company Policies, or any other offence, the Investigating Team/Officer of the Company shall conduct enquiry against you as per the procedure prescribed under the Company Policy.
- 17.2. During the investigation pending against you, you may be suspended from your service.
- 17.3. Based on the report of the investigation conducted on the charges levied against you, the Investigating Team/Officer shall have the right to take strict action against you, including termination of your employment, or reporting the matter to police, or initiating criminal proceeding in the Court of Law against you in the cases of serious violations. You undertake that you shall be bound by the decision of the Investigating Team/Officer of the Company.

18. Termination

- 18.1. You may terminate your employment with the Company only after giving a notice of such termination to the Company. The notice period for termination of employment shall depend upon the designation you hold in the Company at the time of such notice and has been stated in the Company Policy. In case you fail to serve the requisite notice period for termination, the Company shall be entitled to claim and recover from you the amount of Compensation equivalent to the period of notice not served by you in lieu of such advance notice.
- 18.2. The Company shall have the right to terminate your employment after giving a notice of such termination to you prior to such termination as specified in Company Policy, or on payment of Compensation in lieu of such advance notice.
- 18.3. Notwithstanding anything contained in these Terms and Conditions, the Company shall be entitled to terminate your employment without any notice, or payment of Compensation in lieu of such notice, under any of the following circumstances:
 - 18.3.1. If you breach any terms and conditions of your employment or Non-Disclosure Agreement, Code of Conduct, or Company Policy and fail to rectify such breach to the satisfaction of the Company within the period specified by the Company;
 - 18.3.2. If any of the representations made, or documents provided, by you, based upon which the employment is provided, is found to be false, forged or incorrect;
 - 18.3.3. On enquiry conducted by the Investigating Team/Officer of the Company against the violation of Terms and Conditions, or Non-Disclosure Agreement, or Code of Conduct, or Company Policy, you are found guilty of any Willful Misconduct or acted in any manner prejudicial to the interest of the Company and the Investigating Team/Officer considers that your employment shall be terminated.
- 18.4. On termination of your employment for any reason whatsoever-
 - 18.4.1. You shall immediately return all the Property of the Company in your possession to the Company;
 - 18.4.2. You shall hand over the charge to the designated representative of the Company;
 - 18.4.3. The Company shall take immediate steps to settle your final accounts after all the necessary adjustments.
- 18.5. In case of termination of employment by your resignation, the Management reserves the right to accept it with immediate effect whereas during that period, you will not join any organization without written permission of the Management.

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19. Indemnification

- 19.1. You shall indemnify and keep the Company, Management and other employees fully indemnified and harmless from any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (hereinafter referred to as "Claims") faced, suffered or incurred by the Company because of:
 - 19.1.1. The forged, false, incomplete, incorrect or misleading representations, declarations, information and/ or document provided by you for the purpose of employment in the Company at any point of time;
 - 19.1.2. Breach of any of these Terms and Conditions, Code of Conduct and Company Policy;
 - 19.1.3. Representation by you before any customers, business partners, government authorities and other stakeholders of the Company, either in person or by estoppel, beyond the authority provided to you by the Management;
- 19.2. You shall immediately disclose the Company about any legal action initiated against you or by you so that the Management can take appropriate decision and action in the interest of the Company and other employees.
- 19.3. You hereby confirm that the Company shall not be liable to indemnify you for any loss, expenses or damages suffered by you, or for any legal prosecution faced by you, or for termination of your employment by the Company for the reasons mentioned above.
- 19.4. No remedy conferred by these Terms and Conditions is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by the Company shall not constitute a waiver by the Company of the right to pursue any other available remedy.

20. Severance

20.1. If any provision of these Terms and Conditions or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

21. Waiver

21.1. The rights of the Parties as under these Terms and Conditions shall not be prejudiced or restricted by any indulgence or forbearance extended to another party. No waiver by any party in respect of a breach shall operate as a waiver in respect of any subsequent breach.

22. Dispute Resolution

22.1. Every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of these Terms and Conditions or the subject matter thereof shall be referred to the sole arbitrator to be appointed by the Company for arbitration in Gurgaon (Haryana) as per the provisions of the Arbitration and Conciliation Act, 1996, with such modification and amendments as may be time being in force and the decision of the arbitrator shall be final and binding on the parties.

23. Governing Law and Jurisdiction

- 23.1. These Terms and Conditions shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws applicable in India.
- 23.2. The courts at Gurgaon (Haryana) shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to these Terms and Conditions.

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24. Definitions and Interpretation

- 24.1. Unless otherwise stated in this Agreement, the following definitions apply:
 - 24.1.1. "Clients" means any person who has entered into or seeks to enter into any business relationship with the Company.
 - 24.1.2. "Code of Conduct" means the set of rules outlining the responsibilities and proper practices that an employee has to diligently follow in the performance of his duties/ work in/ for the Company and while presenting himself before the Management, employees, customers, business partners, government authorities and other stakeholders of the Company.
 - 24.1.3. "Company Policies" means the rules, processes, procedures and instructions implemented in the Company for its employees for smooth business operations in the Company and/ or for governing the execution of rights, responsibilities and obligations of the Company and its employees.
 - 24.1.4. "Compensation" means the amount payable by one Party to another in case of termination of the employment as per the provisions of these Terms and Conditions and shall, unless otherwise provided under any applicable law, order of the Court, or notification of appropriate authority, be the amount equivalent to the Gross Salary (i.e. aggregate of Basic Salary, House Rent Allowance, Special Allowance, Conveyance Allowance and Medical Allowance as applicable) last drawn by the employee immediately preceding the month of termination of the employment.
 - 24.1.5. "Correspondence" means all applications, notices, intimations, forms, or any other documents send by one Party to another relating to the employment of the employee but shall not cover any communication in normal course of performance of duties/ work by the employee which shall otherwise be govern by Company Policies.
 - 24.1.6. "Cost to Company" means and include following cash, non-cash and perquisite-based components of the remuneration as applicable to the employee from time to time on the basis of criteria like designation, experience, place of employment and nationality of the employee but does not include gifts, promotional items, overhead costs, adhoc payments and commissions:
 - i. Basic salary, dearness allowance, house rent allowance, conveyance allowance, transport allowance and special allowances;
 - ii. Perquisites, benefits and facilities given to employees, the cost of which shall be considered for computing the Total Cost to Company;
 - iii. Contributions that the Company makes for the employees in provident fund, pension fund, superannuation fund, gratuity, employee state insurance, labour welfare fund, medical insurance, etc.
 - iv. Leave encashment.
 - 24.1.7. "Investigating Team / Officer" means the team / officer appointment by the Management to decide upon the incidence of violations of these Terms and Conditions, Code of Conduct, Company Policies and of any applicable laws by any employee of the Company.
 - 24.1.8. "Group Entity" means any entity subsidiary or holding of the Company or the entity owned and controlled by the Directors, Board of Directors, or promoters of the Company.
 - 24.1.9. "Management" means and includes the Board of Directors and Senior Management Team of the Company.
 - 24.1.10. "Party" means the Company, or the employee referred in these Terms and Conditions and "Parties" mean and include both the Company and the employee referred.
 - 24.1.11. "Property of the Company" means all the assets, equipment, documents, information, whether stored in physical mode or in electronic mode, residential accommodation (furnished or unfurnished), car, mobile phone etc. provided by or on behalf of the Company to the employee or in the custody of the employee.
 - 24.1.12. "Terms and Conditions" means terms and conditions mentioned herein governing the employment of the employee.
 - 24.1.13. "Willful misconduct" for the purpose of this Clause shall mean an act of dishonesty, moral turpitude or an intentional or negligent act detrimental to the best interests of the Company.

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- 24.2. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- 24.3. Headings are inserted for ease of reference only and are not to be used to define, interpret or limit any of the provisions of this Agreement.
- 24.4. References to the singular number shall include references to the plural number and vice versa.
- 24.5. Words denoting one gender include all genders.
- 24.6. Where the meaning of any word used in these Terms and Conditions is not defined or is not clear, or the interpretation of any of the clauses of these Terms and Conditions is considered ambiguous, the definition given for such word, or clarification made on such word, or interpretation provided for such clause by the Management shall be final and binding upon the parties to these Terms and Conditions.



ANNEXURE 3 NON-DISCLOSURE AGREEMENT

The "**Employee**", the name and other details of whom has been provided at the beginning of this Agreement along with the signatures, do hereby undertake and confirm that he shall be bound by the terms and conditions of this Non-Disclosure Agreement with respect to the Confidential Information (hereinafter defined) to which he will have access to, or that will be shared/disclosed to, him in course of his employment with the Company.

Now this Agreement witnesses as follows:

1. CONFIDENTIAL INFORMATION

- 1.1. The Confidential Information shall mean and include all information, whether kept in physical form in files, records, forms, registers, books and documents maintained or kept in software, e-mails, compact disks, hard disks, computers, laptops and data server, relating to one or more of the following:
 - 1.1.1. The Company & Group Entity:
 - a) All information relating the constitution, management, assets, properties and liabilities of the Company and/ or Group Entity;
 - b) Unpublished Price Sensitive Information (UPSI) as defined in "Insider Trading Code" (Code) adopted by the Company pursuant to Insider Trading Regulations and amended from time to time.
 - c) All information relating to the activities carried on by the Company and/ or Group Entity and business relationships, offers, contracts and arrangements of the Company and/ or Group Entity with any third party;
 - 1.1.2. Other Employees working in the Company and/ or Group Entity:
 - a) All information relating to the personal details of the other employees;
 - b) All information relating to the remuneration, promotion, increment and other employment benefits provided to the other employees;
 - 1.1.3. Intellectual Property Rights (IPRs) of the Company and/ or Group Entity:
 - a) All trademarks, copyrights, patents and other IPRs registered, assigned or licensed to the Company and/ or Group Entity or registered, assigned or licensed in the name of the Company and/ or Group Entity in future;
 - b) All technologies, processes and formulas, technical formulas and technical know-how, information about operation methods, procedures and working procedures, architecture of the computer network, business or marketing plans, concepts and strategies or parts thereof,
 - 1.1.4. Clients of the Company and/ or Group Entity:
 - a) All information of the Clients of the Company and/ or Group Entity, including but not limited to, the personal details, financial position, social status, indebtedness to persons other than the Company, indebtedness to the Company, employment/ occupation details, and any other information acquired by, or provided to, the Company in the ordinary course of business;
 - 1.1.5. Any information the publishing, sharing, disclosure, or the misuse of which could cause harm to the Company and/ or Group Entity;
 - 1.1.6. Any other information which the Company considers necessary to keep and maintain as Confidential Information

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- 1.2. However, any of the information mentioned above shall not be considered as the Confidential Information if such information:
 - 1.2.1. became of public knowledge without the Employee's fault; is provided to the Employee by a third party, provided the third party has not acquired the information directly or indirectly from the Employer and/or the Companies within the holding and it has not violated the obligation of confidentiality by disclosing such information to the Employee, whether such an obligation was implied under the law or under an agreement.

2. **DUTIES OF EMPLOYEE**

- 2.1. The Employee, during the validity of this Agreement, undertakes to maintain the confidentiality and secrecy of all the Confidential Information which comes to his knowledge during the course of his employment with the Company and agrees to follow following instructions and such other instructions as may be provided to the Employee from time to time in the course of the Employment:
 - 2.1.1. The Employee shall, while dealing with the Confidential Information, be obliged to perform the work in accordance with the generally binding policies and procedures of the Company with exactness and due care to his best abilities and knowledge.
 - 2.1.2. To preserve the Confidential Information with utmost safety and security;
 - 2.1.3. To provide any Confidential Information to any other person only after obtaining prior approval from the concerned seniors;
 - 2.1.4. Not to inform other employees about the amount of his salary, the yearly bonus or any other parts of the salary. Moreover, the Employee undertakes to observe confidentiality of salaries of other employees that he is aware of with regard to performance of the work, and not to search for the amounts of salaries of other employees, of which he is not aware under the work.
 - 2.1.5. To inform the Company in writing about participation in managing or supervisory bodies of legal entities performing business activities immediately after such a situation occurs, unless he will be delegated to such a body by the Employer,
 - 2.1.6. Not to perform during the employment concluded with the Employer any profitable activities, which are the same as the Employer's scope of business, without prior written approval of the Employer;
 - 2.1.7. Not to share any information with the third party, or to use the Confidential information for his own personal benefit, which is likely to affect adversely the interest of the Company;
 - 2.1.8. Not to access or keep in possession any Confidential information or any medium in which the Confidential information is stored without any authority to access or possess;
 - 2.1.9. Not to share passwords, locks & keys, or medium of storing Confidential Information with any unauthorized person.
 - 2.1.10. Not to misuse the Confidential Information received, at any time, solely in respect of your duties as part of your employment and association with Company. You shall not make any copies, in whole or in part, machine readable or otherwise, of the Confidential Information except for copies that need to be made strictly in respect of your duties as part of your employment and association with Company. You shall, at the request of Company at any time / at the time of termination, promptly return to Company, all tangible forms of the Confidential Information, including any and all copies and partial copies thereof, whether machine readable or otherwise.

2.2. Obligations of Employee covered as Designated Person under Code with respect to UPSI

2.2.1. The Employee covered as Designated Person shall not use UPSI other than to perform its duties hereunder and shall take all reasonable measures to safeguard UPSI and prevent its unauthorized

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- disclosure to any third party in the same manner as it would safeguard its own information of a similar kind.
- 2.2.2. The Designated Person agrees and undertakes that it shall maintain the confidentiality of UPSI and shall not disclose, communicate, provide, or allow access to any person except for Legitimate Purposes and for performance of duties and discharge of legal obligations, until such UPSI is made publicly available by the Company in the ordinary course of business and in compliance with applicable laws.
- 2.2.3. The Designated Person shall notify the Compliance Officer (defined in Code) immediately upon discovery of any unauthorized use or disclosure of UPSI.
- 2.2.4. The Designated Person shall not make any public statements or announcements regarding UPSI, unless the prior written approval of the Compliance Officer is obtained.
- 2.2.5. The Designated Person shall not pass on UPSI to any person directly or indirectly by way of making a recommendation for the purchase or sale of Securities.
- 2.2.6. The Designated Person shall not, directly or indirectly, trade, when in possession of UPSI, in Securities of the Company that are listed or proposed to be listed.
- 2.2.7. The Designated Person shall not trade in the Company's Securities when the trading window is closed.
- 2.2.8. The Designated Person acknowledges that the use of some or all of the UPSI information may be regulated or prohibited by applicable legislation including Insider Trading Regulations and undertakes not to use any UPSI for any unlawful purpose.
- 2.2.9. The Designated Person shall, in addition to the above, further adhere to the requirements prescribed under the Insider Trading Regulations and the Insider Trading Code of the Company.
- 2.3. Where the Employee breaches any of the terms and conditions of this Agreement, or found guilty of sharing, copying, publishing, misusing any of the Confidential Information in the manner other than directed by the concerned senior officer, the Company shall be entitled to take strict action against the Company, including but not limited to the following:
 - 2.3.1. Immediate termination of employment without any compensation;
 - 2.3.2. Demand and recovery of all damages, losses and expenses caused to the Company due to such breach/ failure of the Employee;
 - 2.3.3. Demotion of the Employee at lower positions or wage scale:
 - 2.3.4. Transfer of employee to any other office or department of the Company;
 - 2.3.5. Filing of Police Complaint/ FIR;
 - 2.3.6. Institution of criminal proceedings before the Court of Law
- 2.4. Where the Employee is transferred to the Group Entity, the Employee undertakes to continue to abide by the provisions of this Agreement and the term "Confidential Information" as defined in Clause 2 shall be used in reference to such Group Entity;
- 2.5. However, the Employee shall not be deemed to be guilty of any violation of the terms and conditions of this Agreement if:
 - 2.5.1. The Employees has acted in accordance with the clear instructions of the Concerned Senior Officer;



- 2.5.2. Such Confidential Information is required to be disclosed to any Government Authority pursuant to any rules, regulations, or guidelines of any applicable law, or any show cause notice, order issued by any Court, Tribunal, Administrative or Judicial Authority;
- 2.5.3. The Company has declared such information as Non-Confidential

3. VALIDITY

3.1. This Agreement shall remain valid during the term of employment of the Employee with the Company and for a period of three years from the date of termination of such employment for any reason whatsoever.

The contents of this Agreement shall supersede any prior oral or written understandings with respect to the subject matter of Confidential Information between Employee and Company and constitutes the entire agreement between the Employee and Company with respect to the subject matter of Confidential Information. Any modification, amendment or waiver thereof shall be approved by the Company and informed to the Employee in advance and shall be binding upon the Parties.



ANNEXURE 4 CODE OF PROFESSIONAL CONDUCT

PURPOSE & SCOPE

The purpose of the Code of Business Conduct and Ethics and the Vigil Mechanism (the "Code") is to promote honest, ethical and professional business conduct and to ensure compliance with laws, regulations, rules, related self-regulatory organisation standards, and codes of conduct applicable to the Group's activities in India (together, "compliance with laws, rules and standards") in order to protect the business and reputation of the Home Credit Group as well as the best interests of the Group's shareholders and other stakeholders.

This Code represents the Group minimum standard and Home Credit India Finance Private Limited ("the Company or HCIN") may add additional principles if appropriate with regard to local specifics. However, these optional principles shall not contradict, the key principles contained in this Policy nor the spirit of this Policy.

The Code covers a wide range of business activities, practices and procedures. It sets out key principles designed to guide all full-time and part-time employees, senior officers (ExCo), all members of HCIN's Board of Directors (hereinafter "BoD"), consultants, contractors, interns, trainees, or any other third party acting on behalf of the HCIN or performs any services for or on behalf of the HCIN (hereinafter together referred as "Staff"). All of our Staff must conduct themselves in accordance with this Code and seek to avoid even the appearance of improper behaviour.

The aim of the Code is also to encourage the Staff to report suspected wrongdoing as soon as possible, in the knowledge that the Staff concerns will be taken seriously and investigated as appropriate, and that their confidentiality will be respected. The Staff will be provided with guidance as how to raise those concerns. The vigil mechanism as prescribed under this code shall provide for adequate safeguards against victimization of persons who use such mechanism and make provision for direct access to the member(s) of the Audit Committee of directors of the Company. Any of the Staff who violates the requirements of this Code will be subject to disciplinary action.

Related Documents

The Policy represents an integral part of the Group code of conduct and ethics framework mainly laid down by the following documents:

- a) Rules & policies on the Group level as implemented at the local level within the Company:
- b) Following statutory policies of the Company, as amended from time to time
 - Corporate Governance Policy,
 - Anti-Bribery and Corruption Policy,
 - KYC and AML Policy,
 - Sanction Screening Policy,
 - Personal Data Protection Framework,
 - Asset Classification and Data Protection Policy,
 - External Communications Policy,
 - Compliance Charter,
 - Operational Risk Management Framework.

Regulatory Context

This Policy takes into account the regulatory documents published by regulatory bodies, in particular:

a. Section 177 of the Companies Act, 2013 read with Rule 7 of the Companies (Meetings of Board and its Powers) Rules, 2014, and other applicable laws, as amended from time to time,

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DEFINITIONS

The definitions of some of the key terms used in this Code are given below. Capitalised terms not defined herein shall have the meaning assigned to them under the Code.

"Audit Committee" means the Audit Committee of Directors constituted by the Board of Directors of the Company.

"BoD" means Board of Directors of the Company.

"Family Member" means (i) the spouse of the Staff, (ii) the children of a Staff and their spouses; (iii) the parents of a Staff. For the purpose of this Code, spouse shall include a person considered to be equivalent to a spouse.

"Potential Red Flags" includes, but not limited to, the following red flags which may indicate that wrongdoing is taking place or give grounds to raise suspicion:

- a) a customer or agent that has close ties to a government, government owned company or other relevant third party;
- b) large payments for lavish meals or entertainment and travel expenses for third parties;
- c) pressure being exerted for payments to non-customers to be made in cash, urgently or ahead of schedule;
- d) payments being made through a third country unconnected with business being undertaken;
- e) lack of transparency in expenses and accounting records of an agent or other relevant third party;
- f) unexpected or illogical decisions being made accepting projects or contracts;
- g) unusually smooth process of matters where individual does not have the expected level of knowledge or expertise;
- h) departure from usual tendering/contracting processes where applicable;
- i) missing documents or records regarding meetings or decisions;
- j) Company procedures or guidelines not being followed;
- k) refusal to agree non-corruption provisions in agreements; and/or
- l) statements that should put one on notice, such as an agent boasting about his connections or recommending that the company not ask how he/she is able to get things accomplished.

"Protected Disclosure" means any communication made in good faith that discloses or demonstrates information that may evidence unethical or improper activity, including but not limited to the following, and it should be factual and not speculative and should contain as much specific information as possible to allow for proper assessment of the nature and extent of the concern:

- 1) Breach of the Company's Code of Conduct, Group internal policies and procedures
- 2) Breach of Business Integrity and Ethics
- 3) Breach of terms and conditions of employment and rules thereof
- 4) Intentional Financial irregularities, including fraud, or suspected fraud
- 5) Deliberate violation of laws/regulations, miscarriages of justice and criminal activity
- 6) Gross or Wilful Negligence causing substantial and specific danger to health, safety and environment
- 7) Manipulation of company data/records
- 8) Pilferation of confidential/propriety information
- 9) Gross Wastage/misappropriation of Company funds/assets
- 10) Bribery and / or corruption;
- 11) Any conduct which is likely to damage Group reputation;
- 12) Deliberate concealment of any of the above matters.

"Group CLCO" means Group's Chief Legal & Compliance Officer.

"Group" means Home Credit Group including Home Credit N.V. and all its entities.

ROLES AND RESPONSIBILITIES:

Board of Directors:

The Board of Directors in particular:

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- a) Approves local implementation of this Code,
- b) Setting the direction and tone of the Code and practices in line with this shared value of integrity,
- c) Carry out their responsibilities honestly, in good faith and with integrity, and
- d) Supports the ethical conduct within the Company.

Audit Committee of Directors:

Audit Committee in particular:

- a) Responsible for the overall control and supervision of this Code,
- b) Review the functioning of this Code and review the Protected Disclosures, and Potential Red Flags reported, status and action taken thereon, and
- c) Authorise any of its members (hereinafter referred as "Authorised Director") for receiving all Protected Disclosures, and Potential Red Flags in exceptional cases.

Group Chief Legal and Compliance Officer ("Group CLCO'):

The Group CLCO in particular:

- a) Approves exceptions related the prohibition to Staff to work for a competitor as stipulated in this Code;
- b) Authorize exception related to information either formally or informally provided by staff to the press or to any other publicity media;
- c) May ask for aggregated report of all the complaints on a quarterly basis;
- d) May apprise Compliance Department of the Company and/or ask for specific details with respect to any Protected Disclosure, and Potential Red Flags received by Group CLCO.
- e) Provide permission for disclosure to parties in relation to whom concerns have arisen of the fact of a report and internal investigation may, in certain circumstances involving suspicions of money laundering, result in a tipping off offence being committed, and
- f) Share information on Protected Disclosure, and Potential Red Flags with entitled Group bodies (e.g. Audit Committee) or other capable and competent parties (regulators etc.) on their request.

Compliance Department:

The Compliance Department in particular:

- a) Provides support and advice related to procedures and rules covered by this Code to Company functions in case of any uncertainty, doubt or a question raised,
- b) Provides support within evaluation of conflicts or potential conflicts of interest notified within a Company, assists with implementing mitigation actions, if necessary,
- c) Processes concerns raised on the Company level, and
- d) Submit investigation report of all the Protected Disclosures, and Potential Red Flags before the Audit Committee of the Company.

People Function:

People Function in particular:

- a) Executes local processes and procedures on the Company level including proper training of the Staff on the Code,
- b) Manages a register of disclosed Potentially Conflicting Relationships within a Company,
- c) Communicates the disclosed Potentially Conflicting Relationships to the Compliance Department to evaluate the degree of a conflict of interest as well as for reporting to the Audit Committee,
- d) Proposes and assists with implementation of mitigation action to prevent any real or perceived conflict of interest resulting from Potentially Conflicting Relationships, -
- e) Reports the disclosed Potentially Conflicting Relationships to the Group Human Resources Department,
- f) Carry out due process of enquiry/ investigation for the concerns reported by the Staff for Protected Disclosures, and Potential Red Flags. People Function may seek help from Security Department for carrying out such investigations, and

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g) After proper investigation, if improper or unethical act has been committed, take disciplinary or corrective action as it may deem fit on the directions of Chief People Officer, Chief Executive Officer, Audit Committee or Group CLCO, as applicable.

Security Department:

The Security Department in particular:

- a) Carry out due process of enquiry/ investigation for the concerns reported by the Staff for Protected Disclosures, and Potential Red Flags,
- b) Report of all Protected Disclosures, and Potential Red Flags to the Compliance Department for reporting to the Audit Committee, and
- c) After proper investigation, if improper or unethical act has been committed, take disciplinary or corrective action as it may deem fit on the directions of Chief People Officer, Chief Executive Officer, Audit Committee or Group CLCO, as applicable.

Business Line Manager:

The Business Line Manager in particular:

- a) Cooperates with the Compliance Department and consults any issues covered by this Code, if necessary,
- b) Provides advice to the Staff in case of any question or doubts, and
- c) Consults concern of the Staff and the ways of resolving them, if raised to her/him.

Staff:

The Staff in particular:

- a) Conducts the Company's business in an honest and ethical manner,
- b) Conducts in compliance with this Code and internal rules of the Company,
- c) In case of uncertainty or any question related to rules and processes covered by this Code Consults Business Line Manager of the respective function or Compliance Department in accordance with procedures defined in the following clauses, and
- d) Shall raise concerns or disclosures in accordance with this Code.

KEY PRINCIPLES

Compliance with Applicable Laws & Group Values

Staff should at all times comply with the legal and statutory requirements relating to their area of control / work. In case of doubt regarding legal / statutory implications, the matter should immediately be referred to the Legal & Compliance Department for clarification.

To assist in the effort of sound awareness, the Company must provide to their Staff appropriate compliance manuals and various policies and procedures which provide guidance for complying with applicable laws, rules and standards. All Staff will be provided adequate training on policies, procedures and regular legal updates. The compulsory training shall include training on process the Staff need to follow for performing his/her work, ethical/professional behaviour required and the relevant regulatory compliances that need to be adhered on the job. Each Business Line Manager shall ensure that the Staff is trained properly on the updates in the work process, regulatory provisions etc. The Staff shall be required to attend all such training sessions and pass any tests that may be assigned thereafter.

Professional & Ethical Conduct

The Company seeks to outperform its competition fairly and honestly. The Company seeks competitive advantages through superior performance, not through unethical or illegal business practices. Indeed, all the Staff is expected to exhibit the Group's shared value of integrity.

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The Board and Business Line Managers have ultimate responsibility for setting the direction and tone of the Group's policies and practices in line with this shared value of integrity. It is the organization's management that sets the professional tone. Through both their words and their actions – though what they do is more important than what they say – the organization's leadership conveys what is acceptable and unacceptable behaviour. If the Company's managers act unprofessionally, they implicitly encourage employees down the line to do the same.

Staff who visibly exhibit high professional and ethical standards become role models for others in the organization and raise its overall level of professional behaviour. In dealing with each other, Staff shall uphold core values of trust, teamwork, mutuality and collaboration, meritocracy, objectivity, self-respect and human dignity. The most productive environment is that where Staff are valued and treated with respect and dignity and where there is no unethical behaviour. Ethical behaviour encompasses the concepts of honesty, integrity, probity, diligence, fairness, trust, respect and consistency. It includes avoiding conflicts whenever possible, and not making improper use of an individual's position or of someone else's work without proper acknowledgement. Nobody should be forced to listen to bad language or insults or be belittled in front of others in any way.

In areas such as selection and recruitment, meritocracy shall be the only criterion and all managers will scrupulously avoid considerations other than merit and suitability. Performance management systems including appraisals, remuneration and rewards shall focus on meritocracy, equity and upholding of Company values.

Women shall be treated with utmost respect and dignity and women's grievances are to be referred to the Committee constituted for this purpose under the provisions of The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and the rules framed thereunder. The Company shall not tolerate any kind of sexual harassment including unwanted sexual advances, sexual jokes, subtle or overt pressure for sexual favors, sexual innuendoes, and offensive propositions. Likewise, the Company will not tolerate workplace harassment or violence of any kind. This includes threats, intimidation, and bullying, subjecting individuals to ridicule or unwarranted exclusion.

Drunken / disorderly conduct by Staff will be viewed extremely seriously and may result in termination of service. The behaviour of all Staff should at all times be of highest standards that upholds and enhances the image of the Company.

The Company attaches great importance to a healthy environment and to the safety of its Staff. Good physical working conditions, high standards of hygiene and housekeeping are essential. All serious accidents are to be reported as soon as possible with a detailed report to the Business Line Mangers and Chief People Officer. Particular attention should be paid to training of Staff to increase safety awareness and adoption of safe working methods.

Conflict of Interest

All Staff must avoid situations in which their personal interest could conflict with the interest of the Company. The guiding principle is that any conflict or potential conflict must be disclosed to higher management for guidance and appropriate action. Staff should never compromise personal integrity. Every decision-making authority having any kind of conflict of interest in a matter under consideration should alienate himself/ herself from the decisions making process.

A conflict of interest may arise under various circumstances. A conflict of interest arises when a person's private interest interferes, or even appears to interfere, in some way with the interests of the Company/ Group. A conflict situation can arise when the Staff takes actions or has interests that may make it difficult to perform work for respective Company objectively and effectively.

Conflicts of interest arise when Staff or their Family Members receive improper personal benefits as a result of the respective Staff position in the Company. Loans to, or guarantees of obligations of, the Staff or their Family Members may create conflicts of interest.

Conflicts of interest also arise when a Staff works in some manner for a competitor, client or vendor. Thus, the Staff is not allowed to work for a competitor as employees, consultant or board member or in any other capacity, except as approved in writing by the Group CLCO.

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Any Staff soliciting an advantage in connection with his work commits an offence. All Company Staff will ensure that in their dealings with suppliers and customers, the Company's interests are never compromised. Accepting gifts and presents or other advantages from suppliers or customers will be viewed as a serious breach of discipline. The term "advantage" includes money, gift, loan, fee, reward, office, employment, contract, service and favour. The Company prohibits Staff from soliciting any advantage from clients, suppliers or any person in connection with Company's business. Staff should decline advantages offered in connection with their work if the acceptance of such advantages could affect their objectivity or induce them to act against the Company's interests or lead to complaints of bias.

Under no circumstances may a Staff offer bribes or similar considerations to any person whatsoever for the purpose of influencing such person in business dealings. Any advantage given in the conduct of the Company's business should be in accordance with the Company's prevailing policies on such matters.

Conflicts of Interest at a Workplace

Conflict of interests can also arise at a workplace when two employees are in a close relationship whereby one of them is in position in which she/he may affect employment-related rights and obligations of the other (e.g. remuneration matters, bonuses, benefits, work tasks or promotion), in particular in situation of direct or indirect superiority between the concerned employees (hereinafter "Potentially Conflicting Relationship").

All employees in a Potentially Conflicting Relationship shall notify the Company about it. The more senior the Staff is, the greater is the expectation to report their Potentially Conflicting Relationships. This is because generally the more senior positions of the Staff, the more likely they are to be involved in decisions that affect the other Staff in the Potentially Conflicting Relationship.

The administration of Potentially Conflicting Relationships shall be entrusted to the Company's People Function (in case of a large People Function, the activity shall be assigned and made available only to limited number of the members in People Function (preferably to the Company Chief People Officer and up to two other employees of the People Function).

The register of disclosed Potentially Conflicting Relationships shall be treated respectfully and highly confidential. Information from the register can be provided only to those Staff who need to know it in order to be able to proceed in line with this Policy or local implementation policies. All Staff accessing information in, or receiving information from, such register shall keep it confidential to the most possible extent. Each access to that information by a member of the Group Staff shall be recorded.

Any mitigation actions shall not lead to deterioration of any concerned employee's rights (e.g. compensation or promotion options).



Transparency & Auditability

All Staff shall ensure that their actions in the conduct of business are totally transparent except where the needs of business security dictate otherwise. Such transparency shall be brought about through appropriate policies, systems and processes, including as appropriate, involvement of more than one manager in recording decision logic and maintaining supporting records. All managers shall voluntarily ensure that their areas of operations are open to audit and the conduct of their activities are totally auditable.

Protection of Group Assets & Cost Consciousness

No Staff shall misuse Company facilities. Except where such facilities have been provided for personal use either by policy or specific permission, no Staff shall use Company facilities for personal use.

Even in their use for Company purposes, Staff shall exercise care to ensure that costs are reasonable and there is no wastage. Staff shall avoid ostentation in Company expenditure.

Staff should endeavour to protect Company's assets and ensure their efficient use. Theft, carelessness, and waste have a direct impact on the Group's profitability. Any suspected incident of fraud or theft should be immediately reported for investigation. The Company's technology, equipment or other resources should not be used for any non-Company business.

The obligation of the Staff to protect the Company's assets includes its proprietary information. Proprietary information includes intellectual property such as trade secrets, patents, trademarks, and copyrights, as well as business, marketing and service plans, engineering and manufacturing ideas, systems, software programs, designs, databases (including client and business partners' databases), records, salary information and any unpublished financial data and reports. Unauthorized use or distribution of the proprietary information would violate Company policy, and it will be illegal and result in civil and/or criminal prosecution.

Record Keeping

The Company requires honest and accurate recording and reporting of information in order to conduct its business and to make responsible business decisions.

All of Company's books, records, accounts and financial statements, be in electronic form or physical form, must be maintained in reasonable detail, must appropriately reflect the Company's transactions and must conform both to applicable legal requirements and to Group's system of internal controls.

Where the applicable laws require the records to be kept and maintained for minimum specified period and/ or in the specified format, the related legal provisions should be strictly followed. All the records should be properly archived and shared on 'need to know' basis. Records should always be retained or destroyed according to the Company's record retention policies except where applicable laws provide otherwise.

In the event of litigation or governmental investigations, Legal & Compliance Department should be consulted regarding any specific record-keeping requirements or obligations.

Confidential Information / Publicity

All the Staff must maintain the confidentiality of confidential information entrusted to them by the Group, Company, or its clients, except when disclosure is authorized by the Legal & Compliance Department or required by laws or regulations. Confidential information includes all non-public information that might be of use to competitors, or harmful to the Group or its clients, if disclosed. It also includes information that clients and other parties have entrusted to us. The obligation to preserve confidential information continues even after employment ends. All Staff shall sign a Confidentiality/ Non-Disclosure Agreement setting forth specific obligations regarding confidential information.

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No Staff shall disclose or use any confidential information gained in the course of employment with the Company or even after separation with the Company for personal profit or for the advantage of any other person.

The Company will not tolerate the use of insider information by Employees to secure personal advantage at the expense of the Company. The use of insider information, which has not been made public, for personal gain is illegal, unethical and is strictly prohibited and is also liable to disciplinary or legal actions as the Company deem appropriate.

No Staff shall provide any information either formally or informally to the press or to any other publicity media unless specifically authorized to do so in writing by the Chief Executive Officer of the Company and/or by Group CLCO.

Key principles for data protection are stipulated in the Asset Classification and Data Protection Policy. Regarding the personal data protection, the rules, principles and procedures are described in Data Protection Framework.

WHISTLEBLOWING, REPORTING ANY ILLEGAL OR UNETHICAL BEHAVIOUR

Reporting Procedure & Investigation Mechanism

All Staff should ensure due compliance with this Code including compliance with the applicable laws he/ she is required to follow in performance of his/ her work. The Staff is expected to report not only the breach of Code, or non-compliance of applicable laws, committed by them but also the breach/ non-compliance noticed in the course of his/ her employment/duties in the Company. The primary objective of such reporting is to take the effective remedial measures so that damages can be reduced to least possible level.

The Staff must report Protected Disclosure, and Potential Red Flags as per the process defined in this Code. The People Function or Security Department shall carry out the enquiry/ investigation as per the instructions received from Audit Committee, Chief People Officer, Chief Executive Officer or Group CLCO, as the case may be (hereinafter "Investigating Authority").

The Chief Executive Officer, being whole time director and member of Audit Committee of the Board is hereby authorised to act as an "Authorised Director" for receiving all Protected Disclosures, and Potential Red Flags in exceptional cases and to take/prescribe suitable directions/actions in this regard. Where CEO cease to be the member of Audit Committee, the Audit Committee shall designate any other director as the Authorised Director under this Policy. The Authorised Director, if deems fit, may delegate to any senior employee of the Company, with the authority to deal with all Protected Disclosures, and Potential Red Flags received, in exceptional cases and to take/prescribe suitable directions/actions.

In case of any illegal, unethical or inappropriate business practices or violations of compliance policies having a material impact on the existence of the Company or where the matter relates to the Group or where the matter is more serious, and the Staff believes/ feels that his/ her concern has not addressed properly, the Staff may utilize (on an anonymous basis if desired) the Group Internal Compliance Mailbox (compliance@homecredit.eu) designed for receiving notifications of any illegal, unethical or inappropriate business practices or conduct or violations of Group's compliance policies for notifying such grievances /concerns to Group CLCO.

All Protected Disclosures, and Potential Red Flags should be reported in writing by the complainant as soon as possible after the complainant becomes aware of the same and should either be typed or written in a legible handwriting in English or any vernacular language and should be sent through either registered post, courier and/or through email to the Audit Committee, Chief People Officer, Chief Executive Officer or Group CLCO (at compliance@homecredit.eu), as the case may be.

The investigation by itself would not tantamount to an accusation and is to be treated as a neutral fact-finding process. The investigation shall be completed normally within 90 days of the receipt of the Protected Disclosure, and Potential Red Flags and is extendable by such period as deemed fit by the Investigating Authority. The Investigating Authority may call for further information or particulars from the complainant and at its discretion, consider involving any other/ additional officer of the Company and/ or an outside agency for the purpose of investigation. In some cases, the Investigating Authority may seek independent external legal advice as required.

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The person having any conflict of interest with the matter shall disclose his/her concern/ interest forthwith and shall not deal with the matter.

The Investigating Authority may make recommendations for suitable changes to minimise the risk of future wrongdoing.

The Company shall aim to keep the Staff informed of the progress of the investigation and its likely timescale. The Company shall inform the Staff of the outcome of investigation. However, sometimes the need for confidentiality may prevent the Company giving the Staff specific details of the investigation or any disciplinary action taken as a result. The Staff should treat any information about the investigation as confidential. Such intimation to the Staff about the action taken may prevent future escalation and boost confidence of the Staff in the Company.

If an investigation leads to a conclusion that an improper or unethical act has been committed, appropriate disciplinary or corrective action shall be taken.

The Staff who makes false allegations of unethical & improper practices or about alleged wrongful conduct shall be subject to appropriate disciplinary action in accordance with the rules, procedures and policies of the Company.

Whistleblowing concerns and related investigation results shall be also evaluated and processed from the operational risk perspective in accordance with the Company Operational Risk Management Framework.

The investigation reports shall be submitted to the Audit Committee on a half-yearly basis through Compliance Department. A half-yearly report with number of complaints received under this Code and their outcome shall be placed before the Audit Committee.

Aggregated report of all the complaints including but not limited to the number of complaints, nature, extent of impact on business may be sent to the Group CLCO on a quarterly basis upon specific instructions being received in this regard from Group CLCO.

Group CLCO may apprise the Compliance Department of the Company and/or ask for specific details with respect to any Protected Disclosure, and Potential Red Flags received by Group CLCO. On receipt of any such requirement, the Compliance Department shall provide all relevant information to the Group CLCO for taking necessary action.

Evidence Requirement

All information relating to whistleblowing concerns including any correspondence received by the Company must be retained in line with local regulatory record retention requirements.

Escalation of Complaints

All Protected Disclosures, and Potential Red Flags will be recorded and thoroughly investigated. If complainants are not happy with the way in which the concerns have been handled, they can raise it with the CEO (including the Group CEO) or Audit Committee.

Protection & Confidentiality of Whistle blower & Records

Staff should be able to voice whistleblowing concerns openly under this Policy. However, if Staff wants to raise her/ his concern confidentially, the Company should make every effort to keep her/ his identity secret. If it is necessary for anyone investigating the Staff concern to know her/ his identity, the same shall be discussed with the Staff before divulging her/ his identity to anyone. Internal reports made by the Staff shall be kept confidential until the Company confirms that this is no longer necessary. Disclosure to parties in relation to whom concerns have arisen of the fact of a report and internal investigation may, in certain circumstances

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involving suspicions of money laundering, result in a tipping off offence being committed and should not be made without the permission of the Company and/or Group CLCO.

The Company aims to encourage openness and shall support the Staff who raises genuine concerns in good faith under this Policy, even if they turn out to be mistaken.

The Staff shall not suffer any detrimental treatment as a result of raising a concern in good faith. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. No Staff will suffer demotion, penalty or other disciplinary action for reporting a suspected violation of this Policy or for refusing to be involved with an action deemed to be in breach of this Policy. The Staff must not be threatened or retaliated against in any way. Any other Staff involved in such conduct will be subject to disciplinary action.

The Staff must not be threatened or retaliated against in any way. Any of the Staff involved in such conduct will be subject to disciplinary action.

IMPLEMENTATION

This comes into force as of March 24, 2021.





Senior Analyst - Reporting & Analytics Private and Confidential

TOTAL REWARDS STATEMENT

Dear Rahul,

We, at Home Credit India, strive to attract and retain the key talents on market and reward them rightly. Apart from the competitive pay we offer a good mix of additional benefits. As we foster the performance-driven culture we reward and recognize the outstanding results. You can study new or master existing skills through our learning and development programs. Home Credit grows very fast and provides plenty of opportunities to develop your career.

The Total Rewards Statement gives an overview of your Monetary and Non-Monetary Rewards.

Best Wishes

Harshita Uppal Chief People Officer

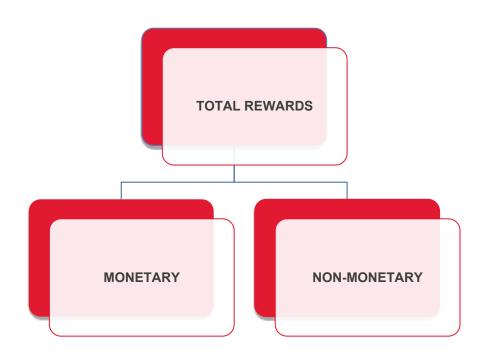


Rahul Dewangan

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OVERVIEW OF YOUR TOTAL REWARDS

Your Total Rewards comprise of Monetary and Non-Monetary Rewards.



YOUR MONETARY COMPENSATION

Monetary element ¹	Amount (in INR per annum)
Annual total salary (includes basic salary and flexi compensation basket)	8,78,400
Retirement benefits ² (includes benefits such as provident fund, ESIC etc)	21,600
Target variable pay (Performance bonus as applicable)	As per Target Bonus plan
Total monetary compensation	9,00,000 + Annual Bonus

¹ Refer Annexure 1 in the Offer Letter

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 $\textbf{CIN:} \ U65910 \\ \textbf{DL1997PTC422426} \ | \ \textbf{Tel.} \ \textbf{No.:} \ +91\ 124\ 4907600 \ | \ \textbf{Web:} \\ \underline{\textbf{www.homecredit.co.in}} \ | \ \textbf{Email:} \\ \underline{\textbf{care@homecredit.co.in}}$

² Additional PF Admin charges on Basic salary over INR 15,000/- has to be borne by employee, if opted for PF deduction on Full Basic Salary



Rahul Dewangan

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YOUR NON-MONETARY BENEFITS³

We designed our benefits program to address your needs for financial security, healthcare and your family's well-being



Type of Leave	Maximum Entitlement (Per Calendar Year)
National & Festival Holidays	13 Days
Leave	32 Days
Maternity Leave	26 Weeks
Paternity Leave	7 Days
Adoption Leave	* As per leave policy
Transfer Leave	3 Days
Milestone Achievement Leave	5 Days
Sabbatical Leave (Higher Studies)	Up to 2 Years
Sabbatical Leave (Social Service)	Up to 2 Months





FOOD COUPONS

Cashless Food Coupons is available as a benefit for the employees.

The maximum monthly entitlement for Food Coupon is INR 2,200.

Employees at grade **K** and above are eligible for this benefit.



Employees at grade ${\bf J}$ and above are eligible for the Car Lease benefit. The benefit provides employees with -

- Flexibility to choose the dealer and the vehicle.
- Funding on 100% of the ex-showroom (plus RTO price).
- Tenure of 24,36, 48 & 60 months.
- Option to foreclose or take ownership at the end of tenure.





Premium for sum insured of INR 3,00,000 is borne by Company (for the employee).

Additionally, employees can increase the sum assured/ cover dependents including parents and / or parents-in-law by paying additional negotiated corporate premiums.

*Premium amount is basis the active policy and can change next year



Insurance cover for a maximum amount of INR 15,00,000 against loss of income in the event of death or full/partial disability is being provided to all our employees.

*Sum insured is basis the active policy and can change next year





Subsidized Meal

All employees can avail subsidised lunch at Zonal & HQ offices cafeteria for INR 35 & 50 per meal respectively.

Corporate Discounts & Wellbeing

Home Credit India regularly ties-up with service providers to provide discounts on multiple products like DocOnline (Medical consultant, Gym & Yoga) etc.



Home Credit India offers its employees a free corporate SIM card / Data dongle for official calling and data usage in case of business requirements.

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^{*} Refer Car Lease Policy for detailed information

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LEARNING AND DEVELOPMENT PHILOSOPHY

At Home Credit India, we strongly believe that learning is a process and not just an occurrence. Hence, we are constantly motivating our employees and there is a constant feedback & practice mechanism that we follow.

Also, we believe that everyone has a different learning pattern and hence we try hard to create a flexible training culture to fit varied requirements. The learning & development opportunities that we provide are a mix of on-the job training, instructor led training and self-paced training modules. Even the module length varies between a full-fledged 8-day workshop to being a small bite of 20 mins to accommodate it into the lives of as many employees as possible. The learning and development opportunities at HCIN are available through enlisted programs -

- Personal effectiveness interventions—The Personal Effectiveness training courses are designed inhouse for those who seek to
 further develop the key skills and techniques needed to build personal impact, influence and effectiveness. This also includes
 functional/ technical interventions that are catered through various online platforms and external partners.
- Leadership development interventions—Home Credit India very strongly believes in investing time and resources in developing the leaders of tomorrow because we believe that effective leaders not only contribute to the growth of the organization but also create a healthy culture and drive innovation. There is an array of interventions available for different strata of leaders or even aspiring leaders.
- Organizational effectiveness interventions This category covers all our employees including third party and outsourced employees on topics like DNA of the organisation, Product offerings, HCIN Lingos, desired Code of conduct related to IT, Anti Money Laundering etc. The offering also includes interventions as a part of our Job shadowing program. Further, we also have an army of functional trainers who are training our customer facing role holders on product and process.