

INDIFI CAPITAL PRIVATE LIMITED
(Formerly known as Riviera Investors Private Limited)

CO-LENDING POLICY

Effective Date	February 06, 2026
Version	4.0
Prepared By	Compliance
Approved By	Board of Directors

Document History:

Version No.	Effective Date	Approved by	Changes made
4.0	February 06, 2026	Board of Directors	Updated regulatory references, co-lending engagement models, minimum credit risk requirements, commercial terms, disbursement and repayment processes, KYC terms, added DLG clause, updated asset classification/provisioning norms, and added disclosure requirements.

Background

Reserve Bank of India has issued comprehensive and self-contained framework of regulatory guidelines governing different avenues of credit risk transfer and distribution with the name Reserve Bank of India (Non-Banking Financial Companies - Transfer and Distribution of Credit Risk) Directions, 2025, dated November 28, 2025.. Accordingly, under the consolidated Directions, lending institutions are permitted to co-lend with Banks & Registered NBFCs (including HFCs) based on a prior agreement for various loan products.

Objective

Indifi Capital Private Limited (**“Indifi/Company”**) aims to transform small business lending by making it convenient for SMEs to access credit easily by resolving customer’s financial requirements through better, faster, more powerful and affordable finance & loan related services. In this context, the Company proposes to enter into Co-Lending/Co-Origination Partnership programs arrangements with various banks/ NBFCs/ Financial Institutions for furtherance of lending business. Company have entered into these partnerships with specific Board approvals in the past and this policy intends to facilitate operational ease given significant interest in banking/non-banking institutions for such partnerships with the Company.

This **Co-lending (‘Policy’)** outlines a broad framework for the Co-Lending/ Co-Origination Partnership programs entered into/ to be entered into by Company with various Banks, Financial Institutions and NBFCs (**“Co-Lender”**) (**collectively referred to as the “Lender(s)”**) for various loan products.

Engagement Models with Co-Lenders under co-lending

The arrangement would entail joint contribution of credit, comprising of either secured or unsecured loans, at the facility level, by both the Company and the Co-Lender in a pre-agreed proportion.

The models for co-lending may be modified on the basis of regulations, industry trends and evolving trends in the market, subject to the Board Approval:

Criteria for Selection of the Co-lending partner

- Co-Lender should be registered entity with RBI
- Number of years of Operation: Min 2 years
- Credit Rating of the NBFC should be BBB and above. The rating should be obtained from an RBI approved Credit Rating Agency & the rating should not be more than one year old as on the date of agreement
- The Co-Lender should have a minimum Asset Under Management of Rs.100.00 crs
- The Co-Lender should have presence in more than one state

A master agreement is to be entered between the Company and the Co-Lender, shall entail an irrevocable commitment on the part of the Co-Lender to take into its books, on back to back basis, its share of the individual loans as originated by the Company. The agreement shall inter-alia include, terms and conditions of the arrangement, the specific product lines and areas of operation, borrower selection criteria and eligibility parameters, fee structure for lending services, timeframe of critical information exchange, grievance redressal mechanism, along with provisions related to segregation of

responsibilities as well as customer interface and protection issues. The master agreement may contain necessary clauses on representations and warranties which the co-lenders shall be liable for in respect of the share of the loans taken into its books by the respective co-lenders.

Sharing of Risk and rewards

The arrangement between the Company and Co-Lender would involve sharing of risks and rewards between the Lenders for ensuring appropriate alignment of respective business objectives, as per the mutually decided agreement with the Co-Lender. A minimum 10% of the credit risk by way of direct exposure shall be on the Company's books till maturity and the balance will be on the Co-Lender's books.

Commercials:

- **Interest rate** - The ultimate borrower may be charged an all-inclusive blended interest rate which is calculated as an average rate of interest derived from the interest rates charged by the Company and Co-Lender, as per their internal lending policies and risk profile of the same or similar borrower, weighted by the proportionate funding share of concerned Lender's under co-lending arrangement.
- **Fees and Charges payable by the borrower** - Any fees / charges payable by the borrower in addition to the blended interest rate shall be incorporated in computation of annual percentage rate (APR) and disclosed appropriately in the Key Fact Statement (KFS).
- **Fees and Expense sharing for other activities** - Appropriation between the Company and Co-Lender may be mutually decided basis the master agreement.
- **AUM / Servicing Fees / Any other commercial terms** - Would be agreed mutually with Co-Lender.
- **Standard Operating Process (SOP)** - A detailed Standard Operating Process (SOP) would be created in discussion with the Co-Lender following the co-lending master agreement being entered, to suitably detail the credit appraisal process within the SOP.

Charge Creation on Security:

In case of secured loan, the Company and the relevant Co-Lender shall establish a framework for creation of security and charge, as mutually agreed.

Disbursement and Repayment of the loan amount:

Disbursement and repayment of the loan amount between the Lender's, as well as with the borrower, shall be routed through an escrow account maintained with the bank with clear appropriation between the Company and the Lender.

Know Your Customer (KYC):

The Company shall comply with the prescribed norms under the KYC/AML Directions, as prescribed by the RBI. Lender may rely upon the Company for Customer Identification Process.

Outsourcing of Services:

The Company will adhere to extant guidelines on outsourcing of financial services and the Outsourcing Policy approved by the Board.

Default Loss Guarantee:

The Company may provide default loss guarantee upto five per cent of loans outstanding under the co-lending arrangement as an originator of loans to the respective Lender.

Assignment/ Change in Loan Limits:

Any assignment of loans by any of the Lenders can be done only with the mutual consent of both the Lenders. Further, any change in loan limit of the co-lent facility can be done only with the mutual consent of both the Lenders.

Regulatory Reporting:

Lenders shall take care of their respective reporting requirements including reporting to RBI, CKYCR, Credit Information Companies or any other requirement, under the applicable regulations for its share of the loan account.

Customer Service & Grievance Redressal:

- a. The Company shall be the single point of interface for the customers and shall enter into a loan agreement with the borrower, which shall clearly contain the features of the arrangement and the roles and responsibilities between Lenders.
- b. All the details of the arrangement shall be disclosed to the customers upfront, and their explicit consent shall be taken.
- c. The Company should be able to generate a single unified statement of the customer, through appropriate information sharing arrangements with the Co-lender.
- d. The front ending lender, will be primarily responsible for providing the required customer service and grievance redressal to the borrower.
- e. With regard to grievance redressal, suitable arrangement must be put in place by the co-lenders to resolve any complaint registered by a borrower with the Partner (loan Originator) within 30 days, failing which the borrower would have the option to escalate the same with the concerned Ombudsman Office or the Customer Education and Protection Cell (CEPC) in RBI.

Monitoring & Recovery:

Company and each Co-Lender shall establish a framework for monitoring and recovery of the loans, regulatory reporting, fraud identification and reporting, as mutually agreed.

Audit & Verification of the Loans:

The loans co-lent or assigned under this Policy may be included in the scope of internal/ statutory audit within each Co-Lender to ensure adherence with their respective internal guidelines and extant regulatory requirements.

Asset Classification and Provisioning:

The Co-Lender shall adhere to the asset classification and provisioning requirement, as per the respective regulatory guidelines applicable to each of them.
Under the co-Lending arrangement, the Lender(s) shall apply a borrower-level asset classification for their respective exposures. Accordingly, if either Lender classifies its exposure to a borrower under as SMA or NPA on account of default, the same classification shall apply to the exposure of the other Lender to the borrower. Lenders shall establish a robust mechanism for sharing relevant information on such classifications on a near-real-time basis, and in any case, no later than the end of the next working day.

Business Continuity Plan:

Both the Co-Lender Partner and Company shall formulate a business continuity plan to ensure uninterrupted service to the borrowers till repayment of the loans under the co-origination agreement or settled as detailed in the SOP.

Other Policies & Guidelines:

The Company will ensure that it adheres to the regulations prescribed by the RBI/any other relevant regulatory body and the Company's policies for any loan that has been disbursed through the co-lending model in the same manner as would have been the case if the entire loan were being disbursed solely on the behest of the Company.

Disclosures:

The Company shall prominently disclose on their website a list of all the active Lenders under the co-lending arrangement (CLA). Further, in its financial statements, under 'Notes to Accounts', the Company shall disclose necessary details of co-lending arrangements on an aggregate basis. The details may inter alia include quantum of CLAs, weighted average rate of interest, fees charged / paid, broad sectors in which CLA was made, performance of loans under CLA, details related to default loss guarantee, if any, etc. The disclosure shall be done on quarterly/annual basis, as applicable.

Policy Severable:

This policy constitutes the entire document in relation to its subject matter. In the event that any term, condition or provision of this policy being held to be a violation of any applicable law, statute or regulation, the same shall be severable from the rest of this policy and shall be of no force and effect, and this policy shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Policy. Further, the regulatory guidelines as prescribed shall prevail in the event of any amendments or requirements not incorporated in the policy.

Review of the Policy

The Co-lending Policy shall be subject to periodic review in accordance with any regulatory or statutory requirement and shall be approved by the Board of the Company.
