



Fair Practices Code

Cisco Systems Capital (India) Private Limited

Table of Contents

Fair Practices Code	3
Brief Background	3
Objective of the Code	3
Key Commitments.....	3
Applicability	4
Non - Discrimination Policy	4
Loan Application and Processing	4
Loan Appraisal and Terms/Conditions.....	5
Loan Disbursement and Changes in Terms/Conditions.....	5
General Provisions	6
Responsibility of Board of Directors	6
Customer Grievance Redressal Mechanism	7
Frauds and Fraud Risk Management.....	7
Policy for Determining Interest Rates, Processing and Other Charges.....	8
Policy Review	8
Disclosure	8
RBI: Ombudsman Scheme	9
Ombudsman Scheme: Nodal Officer.....	10
Ombudsman Scheme: Display of Information	10

Fair Practices Code

Brief Background

Cisco Systems Capital (India) Private Limited (the “Company”) is the captive vendor finance division for Cisco providing or procuring financing to allow Cisco customers or customers of Cisco partners to buy or lease Cisco Information and Communication Technology (ICT), including hardware, software and related services such as maintenance services, installation services, etc. Cisco Systems Capital India does not manufacture goods or provide services itself. Cisco Systems Capital India only offers financing to corporate entities and businesses. It does not offer financing to any individuals or consumers. While loans form part of Cisco Systems Capital India’s finance products, Cisco Systems Capital India does not have a banking license in India, and further, registered with the Reserve Bank of India as NBFC-ND-SI under the category Investment & Credit Company (ICC). The Company's business shall be conducted in accordance with the applicable statutes, rules and regulations, with due focus on efficiency, customer-service and corporate governance principles.

Cisco Systems Capital (India) Private Limited ("the Company"), through its Board of Directors (the "Board"), has framed and adopted a fair practices code. The Fair Practices Code is aimed to provide effective overview of practices, which are followed by the Company in respect of the financial facilities and services offered by the Company to its customers. This Code will facilitate the customers to take informed decisions in respect of the financial facilities and services to be availed by them. This Code is in conformity with the Reserve Bank of India’s Master Direction RBI/DoR/2023-24/106 DoR.FIN.REC.No.45/03.10.119/2023-24 dated October 19, 2023 (updated from time to time) and captioned as Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023).

Objective of the Code

The Fair Practices Code has been developed to:

- a. promote standards of fair and transparent business practices;
- b. promote cordial relationship between the Company and the customers;
- c. increase transparency to enable the customers to have a better understanding of what they can reasonably expect of the services; and
- d. comply with the applicable regulatory and statutory provisions.

Key Commitments

- a. We endeavor to keep the information received from our customers confidential. The customer information may be disclosed with the governments, regulators, and investigative

agencies in due compliance with the applicable regulatory and statutory provisions. With the previous consent of customer, the Company may share the information with others for lawful purposes.

- b. We endeavor to provide professional, courteous, and speedy services to our customers.
- c. We provide accurate and timely disclosure of terms and conditions, costs, rights, and liabilities as regards financial transactions to our customers.
- d. We ensure that our marketing literature is clear and not misleading.

Applicability

This code shall apply to the Company's employees and its duly authorized representatives.

Non - Discrimination Policy

The Company shall not discriminate between its customers including based on gender, caste, creed, race and religion.

Loan Application and Processing

- a. All communications to the borrowers shall be made in English or any vernacular language as understood by its borrower.
- b. The Company will provide to its borrowers, the necessary information such as the applicable interest rate, processing fees or charges, if any, prepayment option and charges, if any, so that borrowers can make a meaningful comparison with the terms and conditions offered by other NBFCs and later take an informed decision.
- c. The above information shall be stated in the loan application forms, if any, of the Company.
- d. The loan application form may also indicate the documents required to be submitted with the application form.
- e. The prescribed know your customer (KYC) documentation of borrower and authorized signatory/ies must be provided by the borrowers prior to booking and / or funding as per the Company policy.
- f. If any additional details and documents are required, the same shall be intimated to the borrowers immediately.
- g. The Company may devise a system of acknowledging the receipt of loan applications and will inform the time needed to give a decision. Subject to receipt of all the requisite documentation and information, loan applications would be disposed of within 30 working days from the date of receipt of the application form complete in all respects. In any case the customer will be kept informed by the authorize company person either from Sales or Operations with regards to the status of application from time to time.

Loan Appraisal and Terms/Conditions

- a. The Company shall conduct a due diligence on the credit worthiness of its borrowers, which will be an important parameter for taking decision on loan approvals. The assessment would be in line with the Company's credit policy, established credit standards and procedures in respect thereof.
- b. Borrowers would be informed by means of a written sanction letter in English or vernacular language as understood by the borrowers, of the amount of loan sanctioned or otherwise. The said letter may contain the terms and conditions including the annualized rate of interest and application thereof. All the terms and conditions will be fair and will set out customer's rights and responsibilities clearly and in plain language. The Company will use legal or technical language wherever necessary.
- c. The Company may obtain an acceptance from the borrower on the said sanction letter with the borrowers' signature under the caption "I/WE ACCEPT ALL THE TERMS AND CONDITIONS WHICH HAVE BEEN READ AND UNDERSTOOD BY ME/US". The Company shall maintain a record of such acceptance.
- d. The Company shall mention the penal or default rate of interest charged for late repayment in bold in the loan agreement.

Loan Disbursement and Changes in Terms/Conditions

- a. The Company shall frame appropriate internal principles and procedures for determining and ensuring that the interest rates and processing and other charges are not excessive. The Company shall, at the time of loan disbursement, ensure that the interest rate and processing and other charges on loans and advances are in strict adherence to above referred internal principles and procedures.
- b. The disbursement would be done immediately upon compliance of all the terms and conditions of the sanction by the borrower subject to the customer's preferred date for receiving the funds.
- c. The Company shall notify in writing in English or a vernacular language as understood by the customers of any change in the terms and conditions including disbursement schedule, interest rates, service charges, pre-payment charges, etc before the change/s are implemented.
- d. The Company shall also ensure that the change in interest rates and charges shall only be effective prospectively. A suitable provision in this regard may be incorporated in the applicable loan agreement.
- e. In cases of default in the loan and/or service agreement, the Company's decision to terminate the loan or accelerate payment or performance under such agreement shall be in accordance with the agreed terms.
- f. The Company shall release all securities on repayment of all monies due or on realization of the outstanding amount of loan subject to any legitimate right or lien for any other claim the

Company may have against its customer. If the Company exercises any right of set off against the defaulting customer, the Company shall notify the latter with the particulars of the remaining claims and the conditions under which the Company is entitled to retain the securities until all the relevant claims are settled /paid.

General Provisions

- a. The Company shall refrain from interference in business affairs of customers except for the purpose provided in the terms and conditions of the loan agreement (unless new information, not earlier disclosed by a customer, has come to the notice of the Company).
- b. In the matter of recovery of loans, the Company shall not resort to undue harassments like bothering the borrowers at odd hours, use of muscle power for recovery of loans, etc.
- c. The Company shall ensure that its staff is adequately trained to deal with the customers in an appropriate manner.
- d. The Company may arrange for enforcing security charged to its delinquent customers, if required, with an aim only to recover dues and will not be aimed at whimsical deprivation of the property.
- e. The Company will process customer requests for transfer of loan account. The consent or objection of the Company for a customer's loan transfer request shall be conveyed within 21 (twenty-one) working days from the date of receipt of any such request. Such transfer shall be as per the agreed contractual terms and conditions, and further, in accordance with the applicable regulatory provisions.
- f. The Company shall not charge foreclosure charges and / or pre-payment penalties on all floating rate term loans sanctioned to individual borrowers.
- g. The Company may charge penalties for delinquent financing receivables from its customers. The Regional Theatre Leader / Director of Operations, Cisco Capital, APJC is authorized at his / her discretion to levy penalties for delinquent financing receivables up to 60 (sixty) days from customers.

Responsibility of Board of Directors

The Board of Directors of the Company always endeavors for prompt and timely redressal of customer grievances within a reasonable period. The Board of Directors has laid down the appropriate grievance redressal mechanism within the Company. Such a mechanism ensures that all disputes arising out of the decisions of the Company's functionaries are heard and disposed of at least at the next higher level. The Board of Directors periodically reviews the compliance of the Fair Practices Code and the functioning of the grievance redressal mechanism at various levels of management.

Customer Grievance Redressal Mechanism

Any grievance with regards to this Code shall be informed to the Grievance Redressal Forum of the Company. The said forum consists of Mr. Amit Mehra (Country Sales Manager) Ms. Carol Lim (Compliance Manager – Regulatory Affairs) and Mr. Mario Renato Navas (Director) as members. The said forum will setup a meeting within a period of five working days from the date of receiving any grievance and ensure that all relevant are suitably heard and disposed of at least at the next higher level. The said forum shall ensure that customer disputes are heard and disposed off within the prescribed regulatory period. A periodical review of the functioning of the grievance redressal mechanism would be undertaken by the Company and a consolidated report of such reviews shall be submitted to the Board of Directors of the Company at regular intervals.

Frauds and Fraud Risk Management

In due compliance with the applicable provisions of the Master Directions on Fraud Risk Management in Non-Banking Financial Companies (NBFCs) (including Housing Finance Companies) dated July 15, 2024 (updated from time-to-time), the Company shall endeavour to address and resolve complaints of fraud or alleged instances of fraud including suspicious activities in a time bound manner which may extend upto six months. The Board of Directors or the Special Committee of the Board for Monitoring and Follow-up of cases of Frauds (the “Committee”) shall follow the following procedure while investigating frauds or alleged instances of frauds.

- a. Issuance of a detailed Show Cause Notice (“SCN”) to the Persons, Entities and its Promoters / whole-time and Executive Directors against whom allegation of fraud is being examined. The SCN shall provide complete details of transactions / actions / events basis which declaration and reporting of a fraud is being contemplated under these Directions.
- b. A reasonable time of not less than 21 days shall be provided to the Persons / Entities on whom the SCN was served to respond to the said SCN.
- c. The Committee shall have a well laid out system for issuance of SCN and examination of the responses / submissions made by the Persons/Entities prior to declaring such Persons / Entities as fraudulent.
- d. The Committee shall engage expert investigation team including third-party auditors for investigating frauds.
- e. A reasoned Order shall be served on the Persons / Entities conveying the decision of the Company regarding declaration / classification of the account as fraud or otherwise. Such Order(s) must contain relevant facts / circumstances relied upon, submission made against the SCN and the reasons for classification as fraud or otherwise.

Address for lodging complaint against the Company

By letter: Mr. Kiran Chapparr, Director & Company Secretary, Cisco Systems Capital (India) Private Limited, Brigade South Parade, No. 10, M.G. Road, Bengaluru – 560001, Karnataka, India

By email: kchapparr@cisco.com

By telephone: 080 – 4250 1500 / +91 78292 22991

If any complaint and / or dispute (except complaints of fraud or alleged instance of fraud which may take longer period of time depending upon nature of investigation) is not redressed within a period of one month by the Company, customers may appeal to the Officer-in-Charge of the Regional Office of the Reserve Bank of India (RBI) at the following address.

The General Manager

Department of Supervision (Non-Banking Division)

Reserve Bank of India (RBI)

10/3/8, Nrupathunga Road

Bengaluru – 560001, Karnataka, India

Email: ssmnbfcbengaluru@rbi.org.in

Phone: 080 22180100

Policy for Determining Interest Rates, Processing and Other Charges

In order to ensure that the customers are not charged excessive interest rate/s and charges on loans and advances by the Company, the Board of Directors of the Company has adopted a Policy for Determining Interest Rates and Other Charges (“Interest Rate Policy”) and the same has been put up on the Company’s website, https://www.cisco.com/c/en_in/buy/payment-solutions.html. The changes in the interest rates are also displayed on the website on a regular basis.

Policy Review

This Policy is reviewed by the Board of Directors at its meeting held on December 16, 2024. The Board of Directors endeavors to review the policy annually. The Board of Directors needs to review the policy as and when required to incorporate necessary changes as may be required by the applicable provisions of master directions, notifications, guidelines, directions, circulars, and press note as maybe issued by the RBI from time to time.

Disclosure

The Company has placed the above Fair Practices Code on its website, https://www.cisco.com/c/en_in/buy/payment-solutions.html, for the information of various stakeholders. The Company may share a copy of this document with the internal auditors, the statutory auditors, the Reserve Bank of India, other government / regulatory bodies for authorized purposes, Cisco Capital’s regional & global management personnel, and any other person the Board of Directors deem fit for sharing. Members of Board of Directors, Company Secretary and Chief Compliance Officer of the Company are authorized to share authenticated copy of this document.

RBI: Ombudsman Scheme

The Reserve Bank of India vide Notification No. DNBR.PD.CC.No 091/03.10.001/2017-18 dated February 23, 2018 published Ombudsman Scheme for Non-Banking Financial Companies, 2018 and on November 12, 2021 published the [Reserve Bank - Integrated Ombudsman Scheme, 2021](#) (the “Scheme”). The Scheme is introduced with the object of enabling resolution of complaints free of cost, relating to certain aspects of services rendered by certain categories of regulated entities including non-banking financial companies registered with the Reserve Bank, to facilitate the satisfaction or settlement of such complaints, and matters connected therewith within a period of 30 (thirty) days.

Chapter IV & Point 8 of the said Scheme deals with the following grounds of complaint.

Any person may file a complaint with the Ombudsman having jurisdiction, on any one of the following grounds alleging deficiency in services:

- a. non-payment or inordinate delay in the payment of interest on deposits;
- b. non-adherence to the Reserve Bank directives, if any, applicable to rate of interest on deposits;
- c. non-repayment or inordinate delay in the repayment of deposits;
- d. non-presentation or inordinate delay in the presentation of post-dated cheques provided by the customer;
- e. failure to convey in writing, the amount of loan sanctioned along with terms and conditions including annualized rate of interest and method of application thereof;
- f. failure or refusal to provide sanction letter/ terms and conditions of sanction in vernacular language or a language as understood by the borrower;
- g. failure or refusal to provide adequate notice on proposed changes being made in sanctioned terms and conditions in vernacular language as understood by the borrower;
- h. failure or inordinate delay in releasing the securities documents to the borrower on repayment of all dues;
- i. levying of charges without adequate prior notice to the borrower/ customer;
- j. failure to provide legally enforceable built-in repossession clause in the contract/ loan agreement;
- k. failure to ensure transparency in the contract/ loan agreement regarding (i) notice period before taking possession of security; (ii) circumstances under which the notice period can be waived; (iii) the procedure for taking possession of the security; (iv) a provision regarding final chance to be given to the borrower for repayment of loan before the sale/ auction of the security; (v) the procedure for giving repossession to the borrower and (vi) the procedure for sale/ auction of the security;
- l. non-observance of directions issued by Reserve Bank to the non-banking financial companies;

- m. non-adherence to any of the other provisions of Reserve Bank Guidelines on Fair Practices Code for Non-Banking Financial Companies.

The Ombudsman may also deal with such other matter as may be specified by the Reserve Bank of India (RBI) from time to time in this behalf.

Ombudsman Scheme: Nodal Officer

Mr. Kiran Chappar, Director & Company Secretary of Cisco Systems Capital (India) Private Limited has been appointed as the Nodal Officer / Principal Nodal Officer of the Company with effect from the date of notification of said Scheme by the Reserve Bank of India (RBI).

Please find below the contact details of Mr. Kiran Chappar:

Cisco Systems Capital (India) Private Limited
2nd Floor, Brigade South Parade
No. 10, M.G. Road
Bengaluru - 560 001
Phone: 080 - 4250 1500 or +91-78292 22991
Email: kchappar@cisco.com

Ombudsman Scheme: Display of Information

A copy of the Ombudsman Scheme is available at the following places.

- f. The Company's Registered Office and Branch Offices.
- g. On the Company's website, https://www.cisco.com/c/en_in/buy/payment-solutions.html.
- h. On the RBI website, www.rbi.org.in.
- i. Customers may write to the Nodal Officer seeking a copy of the said scheme.

The Reserve Bank - Integrated Ombudsman Scheme, 2021

The Reserve Bank - Integrated Ombudsman Scheme, 2021 (the Scheme) was launched today in virtual mode by Hon'ble Prime Minister Shri Narendra Modi.

2. The Scheme integrates the existing three Ombudsman schemes of RBI namely, (i) the Banking Ombudsman Scheme, 2006; (ii) the Ombudsman Scheme for Non-Banking Financial Companies, 2018; and (iii) the Ombudsman Scheme for Digital Transactions, 2019. The Scheme, framed by the Reserve Bank in exercise of the powers conferred on it under Section 35A of the Banking Regulation Act, 1949 (10 of 1949), Section 45L of the Reserve Bank of India Act, 1934 (2 of 1934), and Section 18 of the Payment and Settlement Systems Act, 2007 (51 of 2007), will provide cost-free redress of customer complaints involving deficiency in services rendered by entities regulated by RBI, if not resolved to the satisfaction of the customers or not replied within a period of 30 days by the regulated entity.

3. In addition to integrating the three existing schemes, the Scheme also includes under its ambit Non-Scheduled Primary Co-operative Banks with a deposit size of ₹50 crore and above. The Scheme adopts 'One Nation One Ombudsman' approach by making the RBI Ombudsman mechanism jurisdiction neutral.

4. Some of the salient features of the Scheme are:

- i. It will no longer be necessary for a complainant to identify under which scheme he/she should file complaint with the Ombudsman.
- ii. The Scheme defines 'deficiency in service' as the ground for filing a complaint, with a specified list of exclusions. Therefore, the complaints would no longer be rejected simply on account of "not covered under the grounds listed in the scheme".
- iii. The Scheme has done away with the jurisdiction of each ombudsman office.
- iv. A Centralised Receipt and Processing Centre has been set up at RBI, Chandigarh for receipt and initial processing of physical and email complaints in any language.
- v. The responsibility of representing the Regulated Entity and furnishing information in respect of complaints filed by customers against the Regulated Entity would be that of the Principal Nodal Officer in the rank of a General Manager in a Public Sector Bank or equivalent.
- vi. The Regulated Entity will not have the right to appeal in cases where an Award is issued by the ombudsman against it for not furnishing satisfactory and timely information/documents.

5. The Executive Director-in charge of Consumer Education and Protection Department of RBI would be the Appellate Authority under the Scheme.

6. Complaints can continue to be filed online on <https://cms.rbi.org.in>. Complaints can also be filed through the dedicated e-mail or sent in physical mode to the 'Centralised Receipt and Processing Centre' set up at Reserve Bank of India, 4th Floor, Sector 17, Chandigarh - 160017 in the [format](#). Additionally, a Contact Centre with a toll-free number – 14448 (9:30 am to 5:15 pm) – is also being operationalised in Hindi, English and in eight regional languages to begin with and will be expanded to cover other Indian languages in due course. The Contact Centre will provide information/clarifications regarding the alternate grievance redress mechanism of RBI and to guide complainants in filing of a complaint.

7. A copy of the [Scheme](#) is available on the RBI website and on the CMS portal (<https://cms.rbi.org.in>). The Scheme will be effective from today.