LOAN TERMS AGREEMENT

This Agreement ("**Loan Terms**") provides the terms and conditions relating to the Loan *(defined below)* availed You from Talazen Finance India Private Limited ("**Tala**"), a Non-Banking Finance Company registered with the Reserve Bank of India ("**RBI**"). Tala shall make the Loan available to You subject to these Loan Terms, terms of the Loan Documents and such other terms and conditions communicated by Tala to You from time to time during the Tenure of the Loan.

1. DEFINITIONS

1.1. The terms and expressions contained in these Loan Terms are defined as under:

(a) "**Annualised Percentage Rate**" or "**APR**" means the annual cost of credit to You which includes interest rate and all other charges associated with the credit facility.

(b) "**Charges**" shall mean Interest, processing fees, APR and applicable taxes.

(c) "**Digital Lending Application**" or "**DLA**" means the Tala digital application through which the Loan is extended to You;

(d) "**Dues**"means all sums payable by You to Tala, including outstanding Loan, Interest, all other charges, costs, and expenses;

(e) "**Event of Default**" shall mean any such event as specified under Clause 6.1 of these Loan Terms;

(f) "**Final Due Date**" means 61 calendar days from the date of disbursement of the Loan by Tala to You.

(g) "**Loan**" means the loan amount sanctioned and disbursed to You by Tala according to the terms and conditions of the Loan documents;

(h) "**Loan Application Form**" means the application form submitted by You on the DLA to Tala for availing the Loan together with all other information, declarations, and undertakings furnished by You to Tala in connection with the Loan;

(i) "**Loan Documents**" means these Loan Terms, the Loan Application Form, the Sanction Letter, the KFS, including any documents executed by You or as required by Tala, as amended from time to time;

(j) "**Interest**" means the interest charged on the Loan as set out in the KFS, subject to variation, if any, in accordance with Clause 3 of these Loan Terms;

(k) "**KFS**" or "**Key Fact Statement**" means the sheet containing the terms of the Loan as provided to You on the Tala App;

(l) "**Material Adverse Effect**" means any event or circumstance, which in the opinion of Tala:

  i. is likely to materially and adversely affect Your ability to perform or otherwise comply with all or any of its obligations under the Loan Documents; or

  ii. is likely to result in any Loan Document not being legal, valid, binding on, and enforceable in accordance with its terms against, You.

(m) "**Penal Charges**" means the charges as prescribed in the KFS that are payable on the outstanding principal of the Loan and the Interest that remains unpaid for three days post the Final Due Date;

(n) "**Sanction Letter**" is the sanction letter containing terms of the sanction of the Loan provided by Tala to You on the Tala App.

(o) "**Selected Due Date**" means, with respect to any Loan, the date You selected on which you intend to repay such Loan that is before the Final Due Date.

(p) "**SMA**" means Special Mention Account as defined by RBI circular DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019.

(q) "**Tenure**" means the term of the Loan as specified in the KFS.

(r) "**You**" or "**Your**" shall mean the borrower; the person specified in the Sanction Letter, to whom the Loan has been sanctioned. The expression You, as the borrower, shall include Your heirs, executors, administrators, and legal representatives respectively.

In these Loan Terms, (a) the singular includes the plural (and vice versa) and (b) reference to a gender shall include references to the female, male and neutral genders. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

2. DISBURSEMENT

2.1. You understand that sanction and disbursement of the Loan will be at the sole discretion of Tala and Tala may reject the loan as per its internal policies and/ or RBI guidelines. You understand and agree that notwithstanding the acceptance or execution of this Loan Agreement, the disbursement of the loan is subject to the continued satisfaction of all KYC and verification conditions. The Lender reserves the right to unilaterally withhold or cancel disbursement if, in its reasonable judgment, there is indication of fraud, account takeover, or identity compromise.

2.2. You hereby represent and undertake that the Loan shall be utilised by You only for the purpose specified by You in the Loan Application Form, and shall not utilise the Loan or part thereof for any immoral or illegal reason.

2.3. You shall pay non-refundable processing charges and such other charges as stated in the KFS, along with applicable tax thereof. You also authorise Tala to deduct these amounts with applicable taxes from the Loan and disburse only the balance amount to Your bank account designated for disbursal as specified in the Sanction Letter.

2.4. Notwithstanding anything contained in these Loan Terms, Interest shall begin to accrue in favour of Tala as and from the date of the disbursement of the Loan. Disbursements shall be deemed to have been made to You on the date on which the Loan is transferred by Tala to Your disbursal account by UPI/RTGS/NEFT as the case may be.

3. INTEREST, CHARGES AND REPAYMENT

3.1. You acknowledge that You have understood the method of computation of the repayment amounts specified in the schedule of repayment under the KFS and shall not dispute the same.

3.2. You acknowledge and agree that You shall repay the Loan in full with applicable Interest and Charges on or before the Selected Due Date or at any time by the Final Due Date. You acknowledge and agree that in case of non-payment of Your Dues on the Final Due Date Tala shall have the right to levy and collect Penal Charges from You at such rate as disclosed under the KFS.

3.3. You authorise Tala to present the National Automated Clearing House (NACH) mandate / e-mandate registered by You for recovery of the Dues on or after the Selected Due Date or at the Final Due Date in case of short term personal loans and at EMI due dates where repayment is in installments. In the event any such instrument or mandate is dishonoured or returned unpaid, You shall be liable to pay the mandate-failure / bounce charges disclosed in the KFS, without prejudice to Tala's other rights, including under the Payment and Settlement Systems Act, 2007.

3.4. Notwithstanding anything stated elsewhere in the Loan Documents, upon the occurrence of any Material Adverse Effect or an Event of Default, You shall pay all Dues to Tala as and when demanded by Tala at its sole discretion. You shall pay such amounts, without any delay or demur, within 15 (fifteen) days of such demand.

3.5. You may repay the Loan within the cooling-off period/look-up period as detailed in the KFS, along with a proportionate APR, as specified under the KFS.

3.6. The Loan account shall be classified as a Non-Performing Asset (NPA) as per the extant RBI circulars/regulations when the payment of an instalment (principal and/or Interest) remains overdue for more than 90 days after the Due Date, that is, the Loan account will be marked as NPA on the 91st day of continuous default from the Due Date. For example, if the due date of a Loan instalment is March 31, 2025, and full dues are not received before Tala runs the day-end process for this date, the date of overdue shall be March 31, 2025. Such an account will be tagged as SMA-0 on March 31, 2025. If it continues to remain overdue, then such an account shall get tagged as SMA-1 upon running the day-end process on April 30, 2025, i.e., upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2025. Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running the day-end process on May 30, 2025, and if such account continues to remain overdue further, it shall get classified as NPA upon running the day-end process on June 29, 2025.

3.7. Notwithstanding anything to the contrary in the Loan Documents and notwithstanding any instruction or direction to the contrary by You, all amounts received by Tala from You or on Your behalf, or otherwise recovered or realised by Tala in respect of the Loan (whether towards scheduled repayment, prepayment, on demand, upon acceleration, through enforcement or recovery proceedings, or otherwise), shall be appropriated by Tala in the following order of priority: (a) firstly, towards processing charges and applicable taxes (including GST) thereon, to the extent then due and unpaid; (b) secondly, towards Penal Charges, mandate-failure / bounce charges, and all other charges, costs and expenses (including recovery and enforcement costs), as applicable, forming part of the Dues; (c) thirdly, towards Interest then due and payable on the Loan; and (d) lastly, towards the outstanding principal amount of the Loan. Tala may vary the aforesaid order of appropriation only to the extent required by applicable law or the directions of the RBI. Any payment shall be given credit only upon actual realisation.

3.8. All sums payable by You to Tala shall be paid without any deductions whatsoever, other than statutory taxes. Any credit/discharge for payment shall be given only on realisation of amounts due.

4. PREPAYMENT

4.1. Post the cooling-off period/look-up period as mentioned in this Loan Terms, You may prepay any Loan along with the Charges, as specified under the KFS, in whole or in part before the related Final Due Date without incurring any penalty. Tala reserves the right to set a minimum amount for partial prepayments, and such amount will be disclosed by Tala to You through the Tala App.

4.2. Once such prepayment is credited as prescribed in this Loan Terms, Tala shall make a receipt of such payment available to You and update the balance statement of the relevant Loan on the DLA to reflect the prepayment made by You. Tala shall make such statements available to You through the Tala DLA, upon request.

5. BORROWER'S COVENANTS, REPRESENTATION AND WARRANTIES

5.1. You represents and warrants that You shall:

(a) Observe and perform all obligations under the Loan Documents;
(b) Immediately deliver to Tala all information, and documents, including bank account statements as may be required by Tala from time to time;
(c) Promptly notify Tala of any Material Adverse Effect or Event of Default;
(d) Notify Tala promptly in writing of any changes in Your mobile phone number or email address, Comply with applicable laws, including, the Prevention of Money Laundering Act, 2002 at all times;
(e) Perform, on request of Tala, such acts as may be necessary to carry out the intent of the Loan Documents;

5.2. You further represent and warrant to Tala that:

(a) You are well versed in the English language; You have understood the terms of these Loan Terms and Loan Documents; and You prefer to receive all communications about the Loan in English. You further understand that if You receive these Loan Terms and Loan Documents in a language other than English and there is any conflict in translation, this English Language version shall prevail.

(b) All the information provided by You in the Loan Application Form and any other document submitted to Tala, whether or not relevant for ascertaining Your credit worthiness , is true and correct and not misleading in any manner;

(c) You are above 18 years of age, of sound mind, a resident of India and are competent to enter into these Loan Terms.

(d) Your annual household income , that is Your income , Your spouse, and unmarried children, is greater than INR 3 lakhs. The declaration made by You pertaining to the annual household income is true and correct;

(e) No event has occurred that shall prejudicially affect the Interest of Tala or affect the financial conditions of You or affect Your liability to perform all or any of their obligations under the Loan Documents;

(f) You will do all acts, deeds, and things, as required by Tala to give effect to the terms of these Loan Terms;

(g) No bankruptcy proceedings have been commenced against You. Further, You have not taken any action for bankruptcy, or for appointment of an insolvency professional as the bankruptcy trustee, or other similar official for it or for all or substantially all Your undertaking, assets, and properties;

(h) You have not been engaged in (i) any corrupt, fraudulent practices, collusive or coercive practices; (ii) money laundering; or (iii) the financing of terrorism;

(i) Your particulars of the residential and official addresses, as last provided by You to Tala are valid and subsisting and any one of the said addresses shall deemed to be the valid address for correspondence unless otherwise notified to Tala by You in writing;

(j) Tala shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of services availed by You from the DLA except for the services directly connected to the Loan being made available by Tala to You; and

(k) No Event of Default, as specified in Clause 6, has occurred or is likely to occur.

6. EVENTS OF DEFAULT

6.1. The following acts or events, shall each constitute an Event of Default by You for the purposes of this Loan:

(a) You fail to make payment by the Final Due Date;

(b) Breach of any terms, covenants, representation, warranty, declaration, or confirmation under the Loan Documents;

(c) Any fraud, misrepresentation or concealment of material information by You which could have affected the decision of Tala to grant the Loan;

(d) Your death, lunacy, or any other permanent disability;

(e) Occurrence of any events, conditions, or circumstances (including any change in law) which in the sole and absolute opinion of Tala could have a Material Adverse Effect, including limitation of any proceedings or action for bankruptcy, liquidation, insolvency of You or attachment or restraint of any of its assets;

(f) Submission of any forged document by You;

(g) You repudiates the Loan Documents or does or causes to be done any act or thing evidencing an intention to repudiate the Loan Documents; and

(h) Any other event which in the sole opinion of Tala would endanger the repayment of Yours Dues.

6.2. The decision of Tala as to whether or not an Event of Default has occurred shall be binding upon You.

7. CONSEQUENCES OF DEFAULT

7.1. Upon the occurrence of any of the Events of Default and at any time thereafter, Tala shall have the right, but not the obligation to declare all sums outstanding in respect of the Loan, whether due or not, immediately repayable and upon You failing to make the said payments within 15 (fifteen) days thereof, Tala may at its sole discretion exercise any other right or remedy which may be available to Tala under any applicable law, including seeking any injunctive relief or attachment against You or Your assets.

7.2. Tala may exercise any right or remedy permitted to it under applicable law, including by suit, in equity, or by action at law, or both, or otherwise, whether for specific performance of any covenant, condition or term contained in the Loan Documents or in aid of the exercise of any power or right granted in the Loan Documents and/or as a creditor.

7.3. You shall also be liable for payment of all legal and other costs and expenses resulting from the foregoing defaults or the exercise of Tala’s remedies.

7.4. Notwithstanding any other rights available to Tala, Tala shall be entitled to initiate criminal proceedings or any other appropriate actions against You if at any time Tala at its sole discretion has sufficient grounds to believe that You have made any misrepresentations and/or submitted any forged documents or fabricated data to Tala.

7.5. All rights and powers conferred on Tala under the Loan Documents shall be in addition and supplemental to any rights Tala has as a creditor against You under any law for the time being in force and shall not be in derogation thereof.

8. INDEMNITY

The Loan Terms entered into between Tala and You is purely a financial arrangement, and Tala shall not be liable to You for any liability, claim, loss, or expense of any kind caused directly or indirectly to You.

You hereby indemnify, defend and hold Tala, its employees, representatives and consultants harmless against any liability, claim, loss, judgment, damage, cost or expense (including, without limitation, reasonable attorney's fees and expenses) as a result of or arising out of any failure by You to observe or perform any of the terms and conditions and obligations contained in the Loan Documents or Event of Default or the exercise of any of the rights by Tala under the Loan Documents, including for any enforcement of security or recovery of Your Dues.

9. DISCLOSURES

9.1. You acknowledge and authorise Tala to disclose all information and data relating to You, Loan, or default committed by You to banks, financial institutions, other third parties or agencies as Tala may deem appropriate and necessary to disclose, in compliance with applicable laws and/or as authorised by the RBI. You also acknowledge and authorise such information to be used, and processed by Tala, banks, financial institutions, other third parties, or the RBI as they may deem fit and in accordance with applicable laws.

9.2. Tala shall have the right to disclose (i) Loan details and Your information or part thereof; (ii) information provided by You in Loan Documents or part thereof; (iii) obligations assumed by You under the Loan Documents and defaults thereof to the Credit Information Companies ("**CICs**"), information utilities or other similar agencies as authorised by the RBI. Such CICs and/or information utilities may process the information disclosed by Tala in such manner as they deem fit and disclose the same to other financial institutions as specified by the RBI.

9.3. You shall not hold Tala responsible for sharing and/or disclosing such information now or in future and for any consequences suffered by You by any reason thereof. The provisions of this clause shall survive termination of these Loan Terms and the repayment of Your Dues.

9.4. You hereby authorise Tala to verify all information and documents provided by You for obtaining any Loan and You also consent to subsequent retention of the same by Tala.

9.5. You acknowledge and authorise Tala to procure Your PAN/copy of PAN, other identity proof and bank account details, from time to time and to also generate/obtain credit bureau reports and such other reports as and when Tala may deem fit and shall not hold Tala liable for use of this information.

9.6. You acknowledge that Your KYC details may be shared with the KYC registry notified by the RBI. You hereby consent to receive information from the central KYC registry through SMS/email on the registered number/email address.

10. MISCELLANEOUS

10.1. The entries made in records of Tala shall be conclusive evidence of existence and of the amount of Your Dues and any statement of dues furnished by Tala shall be accepted by and be binding on You.

10.2. Tala may engage third-party recovery agents for collection of Your Dues. Such agents shall operate strictly in accordance with applicable laws, regulations, regulatory directions, and the Tala's Fair Practice Code. Tala shall ensure that Your rights are respected at all times. You shall be informed, at the time of loan sanction, of the empanelled agents authorised to contact them. In the event a new recovery agent is appointed, Tala shall notify You by any of the following ways prior to such agent initiating contact: email, SMS, or in-app chat.

10.3. You shall execute all documents and amendments and shall cooperate with Tala as required by Tala (i) to comply with any RBI guidelines/directives or (ii) to give Tala full benefit of rights under the Loan Documents.

10.4. Notwithstanding any suspension or termination of any Loan, all rights, and remedies of Tala as per the Loan Documents shall continue to survive until the receipt by Tala of Your Dues in full.

10.5. You acknowledge that the financing transaction hereunder gives rise to a relationship of debtor and creditor between You and Tala and not in respect of any service rendered/to be rendered by Tala. Accordingly, the provisions of the Consumer Protection Act, 2019 shall not apply to Your obligation to repay Your Dues hereunder.

11. WAIVER

The failure of Tala to enforce at any time or for any period of time, the provisions hereof in accordance with its terms shall not be construed to be a waiver of such provisions or the rights of Tala thereafter to enforce each and such provision.

12. SEVERABILITY

If any provision of these Loan Terms or the Loan Documents is or becomes invalid, illegal, or unenforceable, in whole or in part, such provision shall not affect the validity, legality, and enforceability of the rest of these Loan Terms or the Loan Documents.

13. GOVERNING LAW AND JURISDICTION

13.1. All Loan Documents shall be governed by and construed in accordance with the laws of India.

13.2. All disputes, differences and/or claims arising out of these Loan Terms or as to the construction, meaning or effect hereof or as to the right and liabilities of the parties under the

Loan Documents shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof or any statute enacted for replacement therefore and shall be referred to a sole arbitrator to be appointed mutually by You and Tala

13.3. The place of arbitration shall be Bangalore and the proceedings shall be under fast-track procedure as laid down in Section 29(B) of the Arbitration and Conciliation Act, 1996. The awards including interim awards of the arbitration shall be final and binding on all parties concerned.

13.4. This clause 13 shall survive the termination of Loan Documents.

14. GRIEVANCE REDRESSAL, COMMUNICATION AND NOTICES

Any notice to be given to You in respect of Loan Documents shall be deemed to have been validly given when sent through an e-mail/mobile number, when sent. Provided, however, that no notice or communication to Tala shall be effective unless received and acknowledged by Tala. In the event of any failure by You to notify Tala in writing of any changes in their contact address or details, service of a notice/correspondence to the address specified hereto shall be deemed to be proper and sufficient service on You irrespective of whether such notice shall be returned “unserved/ undelivered”.

Modes of Raising a Complaint:
Send a message through the Digital Lending Application or Website of Tala
Report their grievances by contacting our customer service via email at hello-in@tala.co or to our Grievance Redressal Officer via gro-in@tala.co

Process:
Your grievances shall first be addressed by the Tala’s customer service team as per Grievance Redressal Policy provided at www.tala.co.in. Unresolved or unsatisfactory responses may be escalated to the Head of Customer Service and Support. If not resolved within the prescribed period under the Grievance Redressal Policy, the grievance may be further escalated to the Grievance Redressal Officer (“GRO”).

15. ASSIGNMENT

15.1. You shall not be entitled to jointly or severally transfer or assign all or any of Your rights, obligations or duties under the Loan Documents to any person directly or indirectly or create any third-party interest in favour of any person without the prior written consent of Tala.

15.2. Tala shall be entitled to sell, transfer, assign or securitise in any manner whatsoever (in whole or in part and including through grant of participation rights) all or any of its benefits, rights, obligations, duties and/or liabilities under the Loan Documents, without the prior written consent of, or intimation to You in such manner and such terms as Tala may decide. In the event of such transfer, assignment or securitisation, You shall perform and be liable to perform Your obligations under the Loan Documents to such assignee or transferor. In such event, You shall substitute the remaining NACH in favour of the transferee or assignee if called upon to do so by Tala.

DECLARATION:

I have read and fully understood all the terms and conditions set out in these Loan Terms and irrevocably accept to be unconditionally bound by the same. By accepting these Loan Terms on the DLA, I agree to be bound by these Loan Terms and I shall not raise any objection or claim or disclaim any liability under or in relation to the validity or enforceability, solely on account of it being in electronic form.