KHEPEE

LEGAL DOCUMENT

Code of Conduct

The standards we hold ourselves and our partners to — particularly around collections, borrower treatment and honest representation.

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IN PLAIN LANGUAGE

- We will never claim a licence or approval we do not hold.
- The app cannot access your contacts, location or photos — those permissions are blocked.
- Collections contact is limited in frequency and hours, and every contact is logged.
- Nobody may disclose your arrears to your family, employer or contacts.
- A refusal always carries a reason you can ask for.

This summary is provided to aid understanding. It is not a substitute for the formal text, which governs.

> Khepee is a technology service provider operated by Lacspace Corporation Pvt. Ltd. It is not a bank or financial institution. It does not lend, does not accept deposits and does not hold customer funds. Lending products are provided by partner institutions licensed by Nepal Rastra Bank, and all credit decisions are theirs.

Contents

1 Honest representation

1.1 **No false regulatory claims**
We will not describe Khepee or Lacspace as licensed, approved, registered or endorsed by Nepal Rastra Bank or any regulator, because neither is.

1.2 **No implied lending authority**
We will not use language implying that Khepee lends, holds deposits or takes custody of funds.

1.3 **Attribute the licence correctly**
Where a licence is referred to, it is attributed to the partner institution that holds it, by name.

1.4 **No unverifiable statistics**
We will not publish availability, volume or performance figures we have not measured. Targets are labelled as targets.

1.5 **Correct errors publicly**
Where we have stated something incorrectly, we correct it on the same surface where it appeared rather than quietly.

1.6 **Partners must not overstate either**
Partner institutions must not describe Khepee as regulated or approved. We will ask for correction of any material that does.

2 Treatment of borrowers

2.1 **Clarity about who lends**
A borrower must always be able to identify the licensed institution lending to them, by name, before accepting a loan.

2.2 **Full cost disclosure**
Interest, fees and the total amount repayable must be shown before a borrower commits, not after.

2.3 **Plain language**
Borrower-facing text is written to be understood, in Nepali and English, and avoids terms that obscure cost or obligation.

2.4 **No dark patterns**
No pre-ticked consents, no misleading button labels, no interface designed to make an unwise choice easier than a wise one.

2.5 **A reason for every refusal**
A refused application carries a recorded reason. The borrower may ask the lender for it.

2.6 **No automated refusal**
No application is refused by automated processing alone. A person decides.

2.7 **Equal treatment**
The credit policy is applied identically regardless of who is on duty. We do not collect data on caste, ethnicity, religion or political opinion, so it cannot enter a decision.

3 Collections conduct

Digital lending has a serious reputational problem in South Asia because collections practice was left undefined. These are constraints, several of them technical rather than merely stated.

3.1 **No access to contacts**
The application does not request access to a borrower's contacts, and the permission is blocked at the platform level. It is therefore not technically possible to contact a borrower's acquaintances.

3.2 **No location tracking**
The application does not request location access, and the permission is blocked.

3.3 **No photo library access**
The camera is used only for document and selfie capture. The photo library is not read.

3.4 **No third-party disclosure**
A borrower's arrears must not be disclosed to family, employer, neighbours or contacts.

3.5 **Bounded contact frequency**
The number of collection contacts within a period is limited by configuration, not by individual discretion.

3.6 **Bounded contact hours**
Contact occurs only within configured reasonable hours.

3.7 **No threats or intimidation**
No threat of violence, public shaming, false legal claims or misuse of a borrower's image is permitted in any circumstances.

3.8 **No impersonation**
Recovery personnel must not present themselves as police, court officials or government officers.

3.9 **Everything is logged**
Every contact is recorded, so conduct can be audited rather than argued about after the fact.

3.10 **Vulnerability**
Where a borrower discloses illness, bereavement or another hardship, that must be recorded and taken into account rather than ignored.

3.11 **Reporting a breach**
A borrower experiencing conduct contrary to this section should report it to their lender and to grievance@khepee.com. We will raise it with the institution.

4 Our own conduct

4.1 **We do not read borrower data**
Khepee personnel are not granted permission to read borrower personal data. Support operates on request identifiers and hashed values.

4.2 **Least privilege**
Access is granted by role on a deny-by-default basis and reviewed when a person changes role or leaves.

4.3 **No use for other products**
Borrower data is never used to develop, train or market any other Lacspace product.

4.4 **No data sale**
We do not sell personal data, and we do not share it for third-party advertising.

4.5 **Report our own failures**
Where we cause an incident, we tell the affected institution promptly and in writing, including the parts that reflect badly on us.

4.6 **No lock-in**
A partner may export its data in full at any time. We do not make leaving expensive.

5 Raising a concern

5.1 **Anyone may raise one**
Borrowers, partner personnel, our own staff and members of the public may report conduct contrary to this code.

5.2 **How**
grievance@khepee.com for conduct concerns; compliance@khepee.com for regulatory concerns; security@khepee.com for security issues.

5.3 **No retaliation**
We will not retaliate against anyone who raises a concern in good faith, including our own employees.

5.4 **Anonymity**
A concern may be raised anonymously, though it may limit our ability to investigate or respond.

5.5 **What happens next**
Acknowledgement within seven days, an assigned owner, and a written outcome. Serious matters are escalated to company management.

Document control

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