

and security of policyholders information even after the contract terminates. Upon termination of the agreement, the Vendor shall handover all the customer data to the Company and Vendor shall not use the customer data lying in its possession in any circumstances whatsoever.

8. ICPL shall continue to own and possess all intellectual property rights in the information/documents provided by it to the Vendor at all times, including, after termination of this Agreement.
9. The Parties agree that nothing contemplated in this Agreement constitutes or may be construed to constitute the Vendor as an agent, broker or intermediary of ICPL for soliciting or procuring or marketing the insurance products to any customers, or that there exists a principal-agent relationship between the Vendor and ICPL, or confers any exclusivity to either Party for the arrangements as contemplated herein.
10. The Vendor shall always act in accordance with provisions of applicable law during the course of providing the Services to ICPL and in any matter related thereto.
11. The Vendor shall provide all the necessary support/assistance/co-operation as may be required by ICPL to comply with applicable law or the instructions/directors of any governmental authorities. By the virtue of this agreement vendor is abide by to comply with the provisions of applicable law. Vendor may provide the relevant information/clarification/documents required by the respective authorities from time to time, if any.
12. The Vendor shall not engage directly or indirectly make, offer or agree to offer anything of value to any government official, employee of the Company, political party or official thereof or candidate for government office in order to obtain, retain or direct business to any business enterprise or person, or to obtain an advantage. The Vendor shall be fully responsible for all consequences arising out of a breach or anticipated breach of this condition. No unethical or illegal action shall be performed by Vendor or any of its employee Representatives in relation to performing the Vendors obligations under this engagement Agreement.
13. All work products including any tangible or intangible program etc., which are created under this Agreement shall be owned by the Company. The Service Provider shall ensure to comply with the security standards of the Company for the purpose of the data security and protection of confidential information including the policyholders information.
14. Notwithstanding anything contained in this Agreement, the Company can undertake the services which has been outsourced under this Agreement, exclusively, simultaneously or in such manner as in deems fit. There shall be no obligation on the Company to notify the Vendor for providing any services under this Agreement at any point of time.
15. Vendor shall not subcontract any of the activity under this Agreement without the express prior written consent of ICPL.
16. ICPL /its auditor/representatives/Regulators shall be entitled to inspect/ audit the premises of the Vendor by giving reasonable prior written notice and the Vendor shall provide all related information as may be required by the said representatives/auditors of ICPL. ICPL may also call for the related records from Vendor, which Vendor shall provide within 3 days from the date such requirement for records is raised by ICPL. In addition, the Vendor shall be subject to continuous monitoring and assessment by ICPL, in the manner as ICPL may deem fit and the Vendor undertakes to take all the necessary corrective measures which ICPL may require from time to time.
17. Vendor, for same services shall not directly or indirectly engage itself into any activity/business other than with ICPL.
18. Both Parties shall comply with the respective laws applicable to each of them.
19. The Vendor shall have adequate mechanism of disaster recovery and shall ensure that in case of flood or other circumstances, the Vendor has alternative mode of providing services. The Vendor shall have adequate business

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Managing Partner