

## AGREEMENT

This Agreement is made on the 07 of 02 2019 (Effective Date),

By and Between

**Indicosmic Capital Private Limited a Company** incorporated under the **Proprietorship** Act, 2013 and having its corporate Office at 318, 3rd Floor, Summit-Business Bay, Behind Gurunanak Petrol Pump, Off Andheri Kurla Road, Beside Magic Bricks WEH metro stn., Andheri (E), Mumbai-400093 hereinafter referred to as "ICPL", which expression shall, unless repugnant to the meaning and context include and mean their service provider being the FIRST PARTY.

AND

**VARDHMAN AUTOCARE** incorporated under the provision of the Companies Act, 2013, having its Registered Office at **BYE PASS ROAD PALWAL**, hereinafter referred to as the "Dealer", which expression shall, unless repugnant to the meaning and context include and mean their legal heirs, legal representatives, successors, assigns, representatives, nominees, administrators, permitted assigns etc. as the case may be, being the Party of the OTHER PART;

ICPL and Dealer are hereinafter collectively referred to as "Parties" and individually as "Party"

### WHEREAS

A. ICPL is inter-alia engaged in the business as explained in the ANNEXURE 1 includes:-

1. Providing assistance program, extended warranty program and other movable motorized vehicle related services;
2. Advertisements in mass media including television, radio, internet, print media etc;
3. Printing and publishing of posters, banners, hoardings, pamphlets, hand bills, brochures etc. with slogans, pictures, animated depictions etc. as per the strategies approved by and instructions of the client/customer;
4. Providing call center support for a products offering;
5. Documentation, Data Entry, Scanning and Storage of data with respect to the aforementioned activities;
6. Creating awareness and interest in seminars and conferences organized by various companies with respect to its banking/ insurance and service sector business;
7. Cross-selling of financial services products e.g. Mutual Funds, Share Trading, vehicle loans, personal loans etc;

**C** On the basis of the aforesaid representations and warranties ICPL wishes to engage the Dealer to provide the Assistance Services under the terms and conditions of this Agreement; and

IT IS HEREBY FURTHER AGREED BETWEEN THE PARTIES THAT,

1. **SERVICES**

ICPL shall provide such Services as provided in ANNEXURE 1 to this Agreement. ICPL may increase or decrease or alter or change the scope of Services from time to time and the same shall be communicated to the Dealer in writing. The Dealer, pursuant to this Agreement, shall not, solicit, negotiate or accept any business or issue other documents in the name of or for and on behalf of ICPL; Dealers such specific request shall be in mutual consent to be listed and such arrangement shall be made in systems there to; else shall not make any promise or representation to or negotiate with clients in respect of any business or claim.

2. **PAYMENT**

Dealer shall make all payment for such assistance services policies issued on behalf of ICPL in advance. Dealer needs to transferred/ credited to bank account of ICPL in advance in order to issue the RSA policy through ICPL online platform. Dealer shall add ICPL as beneficiary as detailed in ANNEXURE 2.

3. **FEES**

For Services satisfactorily rendered, ICPL shall pay Dealer such fees as are mutually agreed between the Parties (Fees) from time to time. The payment of Fees under this Agreement shall be maximum liability of ICPL under this Agreement. GST or any other tax, if any shall be borne by ICPL subject to Dealer providing the taxable invoice.

4. **TERM**

This Agreement shall be valid for the period of three years commencing from the effective date of this Agreement

5. **TERMINATION**

Each Party shall be entitled to terminate this Agreement by giving 30 days prior notice without assigning any reason. ICPL at its sole discretion may terminate this Agreement forthwith if required to do so by any governmental authority. ICPL may terminate this Agreement forthwith by giving a notice in writing to Dealer on the occurrence of any or all of the following events:

- i. If the Dealer breaches any law, rule or regulation as applicable from time to time;
- ii. If there is a material change in the corporate form of the Dealer;
- iii. An order is made by a court of competent jurisdiction for the dissolution or winding-up of the Dealer (otherwise than in the course of a re-organisation or restructuring previously approved in writing by the Dealer, which approval shall not be withheld unreasonably);
- iv. Any step is taken (and not withdrawn within thirty days to appoint a liquidator, receiver or other similar officer in respect of any assets of the Dealer;



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(a) any breach (or claim or threat thereof that, if true, would be a breach) of the terms of this Agreement or any subsidiary agreement applicable law by Dealer;

- [illegible]

## 2.

and possess all intellectual property rights in the Agreement.

ICPL shall continue, including, after termination, to act as the exclusive Dealer at all times, and ICPL or affiliates may continue to solicit, procure, negotiate or market the insurance products to and for the same customers and ICPL or affiliates are authorized to

[illegible]

the Dealer shall matter related to assistance/co-ordinator. By the authorities. By the relevant

[illegible]

12.

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 policy holders 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 it deems fit. There shall be no obligation on the Company to notify the Dealer for providing any services under this Agreement at any point of time.
15. Dealer 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 Dealer by giving reasonable prior written notice and the Dealer shall provide all related information as may be required by the regulator/representatives/auditors of ICPL. ICPL may also call for the related records from Dealer, which Dealer shall provide within 3 days from the date such requirement for records is raised by ICPL. In addition, the Dealer shall be subject to continuous monitoring and assessment by ICPL, in the manner as ICPL may deem fit and the Dealer undertakes to take all the necessary corrective measures which ICPL may require from time to time.
17. Dealer, 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 Dealer shall have adequate mechanism of disaster recovery and shall ensure that in case of flood or other circumstances, the Dealer has alternative mode of providing services. The Dealer shall have adequate business continuity planning (BCP) for the processes provided under the scope of Services herein.
20. **Grievance Redressal.**  
Any complaints, abuse or concerns with regards to assistance services and or complaint or breach of terms shall be immediately informed to toll free contact information provided on the service contract copy. In case issue needs to be escalated then the Designated Grievance Officer for grievances redressal is as mentioned below can be contacted writing through email signed with the electronic signature at [info@indicosmic.com](mailto:info@indicosmic.com) OR write at the below address:

Mr. Linto Francis Grievance Redressal Officer Indicomic Capital Pvt. Ltd., 318, 3rd Floor, Summer Breeze Res. Apt. 2, Gurunanak Petrol Pump, Off Andheri Kurla Road, Beside Magic Bricks WEH metro stn., Andheri (E), Mumbai-400059

Tel. No. +9122 2088 0555

**GOVERING LAW & DISPUTE RESOLUTION.**

21.

This Agreement shall be governed by and interpreted in accordance with Indian law. Any Dispute arising out of or in relation to this Agreement if any, shall be referred to the a sole arbitrator to be appointed by ICPA, both Parties, in accordance with the (Indian) Arbitration and Conciliation Act, 1996 or any amendment thereto. Venue of Arbitration and hearings shall be Mumbai, India.

IN WITNESS WHEREOF,

the Parties have caused this Agreement to be duly executed and delivered as of this day and year first above written.

For Indicosmic Capital Private Limited

For VARDHMAN AUTOCARE  
For VARDHMAN AUTOCARE  
PROP.

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Name: AMIT JAIN

Designation:

Name: Mr. Amit Desai

Designation: Chief Operating Officer

Witness (1)  
Witness (2)  
Amit Yadav

Witness 1) Pawan Kumar (Associate Partner)  
Pawan Kumar Autocare  
C/o Vardhman Roady. Palwal  
Bate pass 9354111445  
Cont. no

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