

PAN DETAILS

PAN	IUNPD2161N
-----	------------

PERSONAL DETAILS

Area	rural
Title	Mrs.
FirstName	Rajni
LastName	Devi
Gender	Female
DOB	18/04/2002
Father/Husband First Name	Indra vikram
Father/Husband Last Name	Yadav
Maiden Name	Rajni Devi
Mobile App (Candidate uses)	Whatsapp,Facebook

CONTACTS DETAILS

CurrentHouseNo	00
CurrentStreet	Sanwalsingh purwa
CurrentTown	Oeal(Lakhimpur)
Residing in current city	3-5 Years
CurrentLandmark	Oeal kheri
CurrentLocation	Kheri



CurrentDistrict	Lakhimpur - Kheri
CurrentState	Uttar Pradesh
CurrentPinCode	262775
CurrentContactNo	7905216470
CurrentEmail	raj.ritik00789@gmail.com

BANK DETAILS

IFSC	SBIN0016458
Bank Name	STATE BANK OF INDIA
AccountNo	41987913252

WORK EXP DETAILS

Occupation	Shopkeeper / store-owner
Family Occupation	Shopkeeper / store-owner
Industry	Education
How many years were you in your last job	No Experience
Please specify the industry of your previous organization	null
Does the agent advisor candidate own an Office Space	No
Will you be engaged in any other occupation	No
Hours per week you would like to dedicate	Upto 20 Hours

EDUCATION DETAILS

Highest Education Qualification	Class X
Board Name	Board of High School and Intermediate Education Uttar Pradesh
Roll Number	1029106
Month & Year Of Passing	Jun-2019
Stream Of Education	Arts

TRAINING & EXAM DETAILS

Exam Center	NSEIT Limited-Sitapur
Exam Language	Hindi

EXISTING RELATIVE

Existing Relationship	NO
FirstName	
LastName	
Go code	
Relationship	
Role	
Designation	

NOMINEE DETAILS

Title	Mr
FirstName	Narendra
LastName	Yadav



Relationship	Husband
DOB	20/05/2000
Allotment	100 %

FORM I-A**APPLICATION FOR APPOINTMENT TO ACT AS AN INSURANCE AGENT****(With a Life Insurer OR General Insurer OR Health Insurer)**

TO

Max Life Insurance Co. Ltd.

419, Bhai Mohan Singh Nagar,

Railmajra, Tehsil Balachaur,

District Nawanshahr, Punjab – 144533



DEAR SIR,

I request that Appointment to act as an insurance agent of your organisation may be granted to me.

I hereby declare that particulars given below are true and that the APPOINTMENT for which I apply will be used only by myself for soliciting or procuring insurance business for your Insurance Organisation

(1) Name: Rajni Devi

(2) Title: State 1 if Mr., 2 Mrs., 3 Miss : 2

(3) Father's/Husband's Name : Indra vikram Yadav

(4) Full Address :

House No	00		
Street	Sanwalsingh purwa		
Town	Oeal(Lakhimpur)		
District	Lakhimpur - Kheri		
State	Uttar Pradesh		
Pin Code	262775		
Mobile No	7905216470	Email id	raj.ritik00789@gmail.com

(5) Date of Birth: Day- Month-Year : 18/04/2002

(6) Educational Qualifications : (Tick the right Box) **(Attach self-attested certificate)**

Class X	Class XII	Graduate	Post Graduate	Others
yes				

(7) PAN CARD Number : IUNPD2161N **(attach self-attested copy of the PAN CARD)**

(8) Particulars of pass in pre-recruitment test conducted by the Insurance Institute of India or any Examination Body:

Name of Examination Body:	Insurance Institute of India	
Candidate's Name:	RajniDevi	
Candidate's Number:	Refer Score Card	
Centre of Examination	Refer Score Card	
Name of the Exam passed	Refer Score Card	
Date of Passing	Refer Score Card	

***In case above details are not available with any applicant who holds a license prior to 01.04.2015, they may furnish any document evidencing his license and activity as agent with any of the insurer/s.**

(9) Furnish the details of any insurance agency in force or ever hold by the applicant:

Name of the Insurer	Agency code Number	Date of Appointment as agent	Date of cessation of Agency	Reason for cessation of agency

***Please attach Agency cessation letter issued by the insurer**

(10)Details of other insurance related activities undertaken, if any:

(11)I declare that----

- I have not been found to be of unsound mind by a court of competent jurisdiction.
- I have not been found guilty of criminal misappropriation or criminal breach of trust or cheating or forgery or an abetment of or attempt to commit any such offence by a court of competent jurisdiction.
- I have not been found guilty of or to have knowingly participated in or connived at any fraud, dishonestly or misrepresentation against an insurer or an insured.

Place :

Yours faithfully,

Date :

Signature of Applicant,

Notes and Instructions

- (1) The application should be filled in Hindi or English language
- (2) Any correction or alteration made in any answer to the questions in the application should be initialled by the applicant
- (3) An applicant must be at least 18 years and above of age on the date of the application. The applicant shall furnish proof of age.
- (4) An applicant shall furnish the proof of pass in the pre-recruitment exam conducted by an examination body duly recognised by the Insurance Regulatory and Development Authority of India.
- (5) The following documents should be attached with the application
 - a. Age Proof
 - b. Educational Qualifications
 - c. Proof of pass in the agency examination as mentioned above
 - d. Copy of PAN Card
 - e. Address proof to the satisfaction of the insurer

Terms and Conditions

The terms and conditions contained herein shall form part of the Appointment Letter which will be issued to you by the Company, upon acceptance of your application for appointment as an Insurance Agent and will govern your appointment as an Insurance Agent with Max Life Insurance Company Limited ("**Company**") and will supersede all prior agreements or understandings unless otherwise provided herein.

1. **Effective Date:** These terms and conditions will become effective from the date of appointment and the allotment of the agency code stated in the Appointment Letter.
2. **Definitions:** The following terms used in this Annexure shall have the meanings set forth below, unless the context otherwise requires:
 - i. "**Agency Regulations**" means the IRDAI (Appointment of Insurance Agents) Regulations, 2016 dated 15th April, 2016 and any regulations issued by the Authority in this regard from time to time;
 - ii. "**Agents Handbook**" means the compilation of all circulars, directions, guidelines, instructions issued by the Company to the Agent from time to time during the Term either in writing or in electronic form or otherwise uploaded on the distribution portal to which an Agent has access, and forms an integral part of the Appointment Letter;
 - iii. "**Anti-Money Laundering Policy**" means anti-money laundering policy of the Company framed under the Prevention of Money Laundering Act, 2002 and rules there under and anti-money laundering guidelines issued by the Authority;
 - iv. "**Authority**" means the Insurance Regulatory and Development Authority of India;
 - v. "**Insurance Laws**" means Insurance Act, 1938, Insurance Laws (Amendment) Act, 2015 (the "**Act**"), the Insurance Regulatory and Development Authority of India Act, 1999 (the "**IRDAI Act**"), the rules, regulations, guidelines, circulars, clarifications or directions issued there under from time to time including Agency Regulations; and
 - vi. "**Term**" means the period from the Effective Date until the termination of this appointment as per the terms of this Appointment Letter or the provisions of Insurance Laws.
3. **Interpretation:** In this Appointment Letter, unless the context otherwise requires:
 - i. all words and expressions used and not defined but defined under the Insurance Laws shall have the meanings assigned to them in the Insurance Laws;
 - ii. reference to Insurance Laws or any statute, rules, ordinances or other laws shall be deemed to include any amendment or modification and references to the masculine gender will include the other genders; and
 - iii. references to knowledge, belief or awareness of any person shall be deemed to include such knowledge, belief or awareness such person would have if such person had made due and careful inquiries.
 - iv. Notwithstanding anything to the contrary, the Appointment Letter, this Annexure, Agents Handbook, all notices and other correspondences issued by the Company to the Agent forms an

integral part of agreement between the Agent and the Company and will supersede all prior agreements, understandings whether in writing or oral.

4. **Appointment:**

- i. The Agent acknowledges that the Company will be at liberty to appoint as many insurance agents as it may deem fit at its discretion and acknowledges that the appointment shall be made based on the information submitted to the Company along with the application form and other representations, warranties, declarations and undertakings made by the Agent in addition to the representations stated herein. The Agent undertakes to inform the Company in a timely manner of any material change in such information, representations and details.
- ii. The Agent agrees to solicit and procure insurance business and carry out the required related functions of the Agent exclusively for the Company. Notwithstanding anything to the contrary, during the Term and subject to Insurance Laws, the Agent agrees and undertakes not to, directly or indirectly, either on his own behalf or through any other person in any manner whatsoever:
 - (a) act as an advisor or consultant or in any capacity whatsoever for any third person carrying on business that directly or indirectly competes with the business of the Company or establish, promote, engage in, carry on, conduct or do any business in India that directly or indirectly competes with the business of the Company;
 - (b) be engaged or concerned or interested directly or indirectly in any business in any capacity which is in competition with the business of the Company; and
 - (c) engage directly or indirectly in the promotion of any companies or entities for carrying on any activity competing with the activity(ies) of the Company.

5. **Representations and Warranties:** The Agent has represented to the Company that:

- a. he possesses the minimum qualification as specified under the Agency Regulations or such other qualifications as prescribed by the Company and has passed the requisite insurance examination as specified under the Agency Regulations and the pass certificate issued by the Examination Body is in force as on the date of the appointment;
- b. he does not suffer from any of the disqualifications specified under the Agency Regulations or Insurance Laws, has the requisite knowledge to solicit and procure insurance business and capable of providing necessary services to the policyholders;
- c. there are no disputes, litigations, adverse judgments, orders, injunctions, claims, prosecutions pending/ threatened/ passed against the Agent, which may have material adverse effect or impede the performance of the terms of the Terms and Conditions or the appointment letter as may issued by the Company;
- d. he does not hold agency appointment of any other life insurer or is not employed or associated in any capacity with any life insurance company or any entity that acts as

an insurance intermediary for life insurance business or as an insurance marketing firm and his name is not in the centralized list of blacklisted agents; and

- e. he has read and understood the relevant Insurance Laws including the Agency Regulations and undertakes to comply with the same at all times.

6. Responsibilities:

- i. The Agent shall at all times perform its obligations in accordance with the highest level of skill and diligence acting within the authority of the Agent, without making any misrepresentation, without misconstruing facts, without committing fraud, and in accordance with the highest levels of honesty, integrity and good business practice.
- ii. The Agent agrees that the Agent shall not engage in conduct which could affect adversely or damage the good standing, reputation or business interests of the Company in any manner whatsoever.
- iii. The Agent shall adhere to the code of conduct as specified below and in the Agency Regulations. The Agent shall:
 - a. identify himself as an insurance agent of the Company;
 - b. show the agency identity card to the prospect and also disclose his Appointment Letter to the prospect on demand;
 - c. disseminate the requisite information in respect of insurance products offered for sale by the Company and take into account the needs of the prospect while recommending a specific insurance plan;
 - d. where he represents more than one insurer offering same line of products, he will dispassionately advice the policyholder or prospect on the products of all insurers whom he is representing and the product best suited to the specific needs of the prospect;
 - e. disclose the scales of commission in respect of the insurance products offered for sale, if asked by the prospects;
 - f. indicate the premium to be charged by the Company for the insurance product offered for sale;
 - g. explain to the prospect the nature of information required in the proposal form by the Company, and also the importance of disclosure of material information in the purchase of an insurance contract;
 - h. bring to the notice of the Company every fact about the prospect relevant to insurance underwriting, including any adverse habits or income inconsistency of the prospect, within the knowledge of the Agent, in the form of a report called "Insurance Agent's Confidential Report" along with every proposal submitted to the Company wherever applicable, and any material fact that may adversely affect the underwriting decision of the Company as regards acceptance of the proposal, by making all reasonable enquiries about the prospect;
 - i. obtain the requisite documents at the time of filing the proposal form with the Company and other documents subsequently asked for by the Company for completion of the proposal;
 - j. advise every prospect to effect nomination under the policy;
 - k. inform promptly the prospect about the acceptance or rejection of the proposal by the Company;
 - l. render necessary assistance and advice to every policyholder on all policy servicing matters including assignment of policy, change of address or exercise of options under the policy or any other policy service, wherever necessary; and
 - m. render necessary assistance to the policyholders or claimants or beneficiaries in complying with the requirements for settlement of claims by the Company.
- iv. The Agent shall not:
 - a. solicit or procure insurance business without being appointed to act as such by the Company;
 - b. induce the prospect to omit any material information in the proposal form;
 - c. induce the prospect to submit wrong or incomplete information in the proposal form or documents submitted to the Company for acceptance of the proposal;
 - d. resort to multilevel marketing for soliciting and procuring insurance policies and/or induct any prospect/policyholder to join a Multi-Level Marketing Scheme;
 - e. behave in a discourteous manner with the prospect;
 - f. interfere with any proposal introduced by any other insurance agent;
 - g. offer different rates, advantages, terms and conditions other than those offered by the Company;
 - h. demand or receive a share of proceeds from the beneficiary under an insurance contract;
 - i. force a policyholder to terminate the existing policy and to effect a new policy from him within three years from the date of such termination of the earlier policy;
 - j. apply for fresh agency appointment to act as an insurance agent, if the appointment was cancelled by the Company and a period of 5 (Five) years has not elapsed from the date of such cancellation; and
 - k. become or remain a director of any insurance company, intermediary or insurance marketing firm.
- v. The Agent agrees to achieve the minimum business guarantee norms and minimum persistency norms as prescribed by the Company from time to time.
- vi. The Agent agrees that all the sales material including the sales kits, fact finders, proposal forms, premium receipt formats, sales literatures, standard benefit illustrations, product brochures, other literature containing the Company's product specifications, frequently asked questionnaires, brochures and all other ancillary documentation and other Company material provided to the Agent by the Company hereunder or pursuant hereto, shall at all times remain the property of the Company alone and shall be accounted for and returned to the Company upon termination of the appointment.
- vii. The Agent shall ensure that:
 - a. the features of the insurance policy are explained accurately to and understood by the prospect/policyholder and shall not engage in mis-selling of insurance products;
 - b. the information in a proposal form is verified and the proposal forms do not carry incorrect additions or deletions or blanks or any unauthenticated over-writings, before submitting the same to the Company and the Company is informed of any insurance policy that has not been delivered to or received by the policyholder;
 - c. he does not engage in the marketing of products over any distance marketing modes;
 - d. he does not collect or receive any premium amounts or any money from the prospects or policyholders in his own name;
 - e. he informs the Company immediately if any of his relatives are employed/appointed by the Company in any capacity; and
 - f. he shall convey to the prospects/policyholders that payment of benefits under the policy is subject to the applicable terms and conditions of the policy and is not guaranteed in all circumstances.
- viii. The Agent shall not misrepresent to the prospects/policyholders that the Company carries on any other business or services or will process servicing requests or claims or other matters on a guaranteed timeline.
- ix. The Agent shall not charge an administration fee or service charge or any other charge to the proposer/policyholder in relation to life insurance business.
- x. The Agent shall conduct business based on proper 'needs analysis' of the prospect and shall not tie or bundle insurance

compulsorily with any other product or service. The Agent shall ensure that he complies with the Anti Money Laundering Policy of the Company.

- xi. The Agent will with a view to conserve the insurance business already procured through him, make every attempt to ensure remittance of the premiums by the policyholders within the stipulated time, by giving notice to the policyholder orally and in writing. In the event the Agent opts to collect premiums, he shall do so in accordance with the terms of the Appointment Letter and the instructions provided by the Company, from time to time.
- xii. The Agent shall resolve the complaints of the policyholders or give satisfactory reply to the Authority in matters related to such complaints, after intimating the Company of the query received by him and his response to the same. The Company may respond directly to the complainant or suggest changes to such response, which the Agent shall duly incorporate, before responding to the complainant/querist.
- xiii. The Agent hereby acknowledges receipt of the Agent's Handbook and agrees to abide by the same and to any changes in the Agent's Handbook from time to time.
- xiv. The Agent shall comply with the directions issued by the Authority or the Company, cooperate with any inspection or enquiry conducted by the Authority or the Company, allow access to his books of accounts, records and documents to the designated representatives (whether internal or external) of the Authority or of the Company with respect to any investigation or inspection, if any, by the Authority or the Company on the matters pertaining to the insurance business undertaken by the Agent. The Agent will submit periodic returns or furnish any information relating to his activities as an Agent as required by the Company or by the Authority from time to time, within the specified timelines.
- xv. When requested by the Company to do so or in case of litigation or threatened litigation against the Company, the Agent shall promptly advise the Company on matters, in writing, including details of the circumstances under which the Agent solicited or procured or delivered any policy.
- xvi. The Agent shall not allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance policy, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, except such rebate as may be allowed in accordance with the published prospectuses or tables of the Company, provided that acceptance by an Agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium under this Clause, if at the time of such acceptance, the Agent satisfies the prescribed conditions establishing that he is a bona fide Agent in accordance with the Insurance Laws.
- xvii. The Agent shall ensure that any change in his address, facsimile number, email ID etc. is duly informed to the Company by way of a written communication at the Company's address as provided in the Appendix and is updated in the Company's records.

7. Collection of Premiums

- i. All Agents are authorised to collect initial deposits accompanying the proposals from the proposers. Without prejudice to the foregoing, the Agents are not authorised by the Company to collect any deposit or premium in cash or through a bearer instrument. All initial deposits /premiums must be collected in accordance with the Company's Anti Money Laundering Policy which forms part of the Agents Handbook. Any initial deposit/ premiums collected by the Agent shall be deposited or delivered to the Company by the Agent forthwith

and without any deductions, in order to ensure the receipt of the same by the Company, within 24 hours (excluding bank and postal holidays) of its collection from a proposer/policyholder in accordance with section 64VB of the Act.

- ii. The Agent shall be liable for any damage or claim arising out of delay in deposit / delivery. It shall be the duty of the Agent, at all times, whether the Company demands the same or not, to forthwith and without any delay whatsoever render proper account of, and hand over to the Company, anything collected by the Agent from the proposer / policyholder.
- iii. The Agents who opt to collect renewal and modal premiums will be required to enter into additional standard terms and conditions as prescribed by the Company, which terms and conditions will form part of the Appointment Letter.
- iv. Save and except for premium or initial deposits accompanying the proposals, the Agent shall have no authority to receive or collect any other monies whatsoever from the proposer/policyholder on behalf of the Company.

8. Commission:

- i. The Company will pay commission to the Agent on the following for the Term subject to the terms and conditions that:
 - a. Individual insurance contracts procured by the Agent;
 - b. Group insurance contracts procured by the Agent; and
 - c. Renewal of individual and group insurance contracts procured by the Agent.
- ii. Commission will be payable at the standard rates applicable to the products of the Company in accordance with Insurance Laws and subject to the Company's rules in force at the time when the insurance policies are sourced and/or renewed. The standard commission rates for insurance policies will be stated in the Agents Handbook as updated from time to time and shall be subject to statutory limits as specified under the applicable laws as amended from time to time.
- iii. It is agreed and understood that all commission and renewal commission will be paid in arrears on a monthly basis and in any event after the receipt of premium in full on the underlying policy being issued/renewed. It is further agreed and understood that if any insurance policy is cancelled at any time for any reason whatsoever including cancellation within the free-look period, no commission shall be payable to the Agent and any commission already paid will be in the discretion of the Company either adjusted against future commission payable to the Agent in accordance with the Appointment Letter or must be returned to the Company by the Agent in full within 30 (Thirty) days of the Agent being notified of the cancellation.
- iv. In addition to the commission payable, the Company may in its discretion, pay other incentives or bonuses to the Agents or other benefits in accordance with the Company's schemes/ programmes notified from time to time and subject to the Agent fulfilling the criteria laid down in the such schemes/ programmes.
- v. The Company may from time to time introduce agency segmentation initiatives and may in its discretion define and prescribe eligibility and maintenance criteria for the same. The Agent agrees to accept and abide by policy directives with respect to agency segmentation issued by the Company from time to time and terms and conditions prescribed therein.
- vi. The Company reserves the right to amend and/or revise the rates of commission and renewal commission, in whole or in part, and to introduce and change the other incentives/bonus/other benefits for agents, from time to time and the same shall be binding on the Agent.
- vii. The service tax applicable on the Agent's commission and related payments made to the Agent shall be in accordance with the provisions of the Agent's Handbook as amended from time

to time. All taxes (other than service tax), levies, tax deducted at source, cess of any kind as also any interest or penalties on account of delay or default in payment by the Agent to the Company thereof, will be to the Agent's account.

- viii. Except for the agreed commission payable by the Company to the Agent and those other incentives/bonus/benefits as informed to the Agent by the Company from time to time as being payable, the Company shall not be obliged or liable to, make payments or provide compensation of any nature or reimbursement to the Agent on any grounds or for any reasons whatsoever, and the Agent shall accordingly not make any claim upon or against the Company.
- ix. All properties, documents, papers received by the Agent for and/or on behalf of the Company shall be received by the Agent in a fiduciary capacity, on trust for the Company, and the Agent shall have no right or lien over the same including no right to set-off the same towards his commission or any other payment due and payable by the Company. Any money shall be accounted for promptly and separately from any other money including personal money of the Agent and shall not be used for any personal or any other purpose whatsoever but shall be immediately, without delay, made over to the Company.
- x. Nothing in these Terms and Conditions Letter shall impair the Company's right to the exercise of its discretion in acting upon any proposal for an insurance policy, and the Agent shall have no right to any commission for submitting any proposal upon which no insurance policy is effected with or is cancelled by the Company. Without prejudice to the generality of the aforesaid, the Agent hereby agrees and acknowledges that the Company shall not be bound and obliged to provide insurance cover to proposers introduced by the Agent. The decision of the Company in this regard shall be final and binding.
- xi. The Company is hereby given a prior lien upon all commission and other payments payable to the Agent under these Terms and Conditions or any other agreement with the Agent, as security for the payment of any claim or indebtedness whatsoever due or to become due to the Company from the Agent under these Terms and Conditions or any other agreement with the Agent. Any sums becoming due to the Agent at any time may be applied, directly, by the Company to the liquidation of any indebtedness or obligation of the Agent to the Company, but the failure to so apply any sum shall not be deemed a waiver of the Company's lien on any other sums becoming due nor impair its right to so apply sums in future.
- xii. In addition to the foregoing, the Company may, in its discretion, outsource certain activities to the Agent in accordance with applicable Insurance Laws.
- xiii. On termination of the Appointment Letter due to the Agent's death or otherwise (but not due to fraud), renewal commission may be payable:
 - a. to the Agent, if the termination of the Appointment Letter is for any reason other than the Agent's death, provided that such renewal commission becomes payable only if permitted under and in accordance with, the Company's policies on such payment (including the Board approved policy for Agents) and such payment is not prohibited by applicable Insurance Laws.
 - b. to the legal heirs (based on a valid succession certificate submitted to the Company), if the termination of the Appointment Letter is due to Agent's death, for so long as such commission would have been payable only if permitted under and in accordance with the Company's policies on such payment (including the Board approved policy for Agents) and such payment is not prohibited by applicable Insurance Laws, had such Agent been alive.
- xiv. For the avoidance of doubt, the above provisions regarding payment of renewal commission on termination of the

Appointment Letter due to the Agent's death or otherwise will survive the cancellation or suspension or surrender of the Appointment Letter.

9. Limitation on Authority of the Agent

- i. The Agent shall have no authority, for and/or on behalf of the Company, to accept risks of any kind, to make, modify and/or discharge contracts, to extend the time for payment of any premium, to bind the Company by any statement, promise or representation, to waive forfeitures or any of the Company's rights or requirements, or to place the Company under any legal obligation by any act which is not within the authority granted by the Company in these Terms and Conditions or otherwise in writing to the Agent. It is clarified that the Agent shall not accept any legal notice(s) or make and/or file any petitions, claims or statements, whether written or oral, enter into legal proceedings, for and on behalf of the Company, or represent the Company before any government or regulatory body including any court or judicial or quasi-judicial tribunal unless otherwise authorized in writing.
- ii. The Agent shall not be and shall not hold itself out to be a general agent of the Company and the scope of agency under this Agreement shall be strictly subject to and in accordance with the provisions of the Insurance Laws pertaining to the Agents and the provisions of the Appointment Letter.
- iii. Without prejudice to the provisions of **Clause 9 (i)** and **9 (ii)** above, it is clearly understood, agreed and expressly declared that:
 - a. the Agent is not authorized to waive or change any provision of the insurance policies, receipts or certificates;
 - b. the Agent is not authorized and is expressly forbidden to bind the Company by any promise or agreement, to incur any debt, expense or liability in its name or account;
 - c. the Agent shall not enter into any contract, incur any expense or obligation, or cause or permit the insertion or distribution in any publication or otherwise, any advertising or publicity matter which in any way involves the Company without the prior written authority of the Company;
 - d. the Agent shall not use or distribute any sales materials that reference the Company or Company's products, without prior written consent of the Company except the sales materials provided by the Company to the Agent.

10. Relationship:

Neither the term "Agent" and/or any other term/s used in the Appointment Letter or in any of the writings or documents from the Company shall be construed as creating the relationship of employer and employee between the Company and the Agent. Subject to the provisions of the Insurance Laws and the Appointment Letter, the Agent, shall be free to exercise his own discretion and judgment with respect to the persons from whom the Agent will solicit proposals and procure insurance business, and with respect to performance of his obligations under the Appointment Letter.

11. Indemnification:

Without prejudice to any rights of the Company, the Agent agrees to make compensation to and to indemnify the Company, and to keep the Company indemnified, saved and harmless at all times from all costs, expenses, losses, outgoing and damages of every kind including all legal fees and expenses, which the Company may at any time incur or pay on account of any claim, garnishment, attachment or other legal process or order of any kind which may be served upon the Company by reason of the breach by the Agent of any provision of these Terms and Conditions, any other writing or document,

the law including Insurance Laws, by reason of the existence of this or any other agent's appointment by and between the Company and the Agent or on account of any assignment applicable to any such agent's appointment. This Clause shall survive the suspension or cancellation or surrender of the Appointment.

12. Termination:

- i. The Company may cancel or suspend the Appointment Letter by way of a written notice after giving the Agent a reasonable opportunity of being heard on account of:
 - a. the Agent violating the provisions of the Insurance Laws;
 - b. the Agent attracting any of the disqualifications stipulated in section 42(3) of the Act or Agency Regulations;
 - c. the Agent failing to comply with the code of conduct stipulated in these Terms and Conditions and the Agency Regulations;
 - d. the Agent violating or breaching the terms of the Appointment Letter or any of these Terms and Conditions;
 - e. the Agent failing to furnish any information relating to his/her activities as an Agent as required by the Authority or by the Company;
 - f. the Agent failing to comply with the directions issued by the Authority from time to time;
 - g. the Agent furnishing wrong or false information or concealing or failing to disclose material facts in the application submitted for appointment of Agent or during the Term of the Appointment Letter or these Terms and Conditions;
 - h. the Agent not submitting periodical returns as required by the Authority or by the Company;
 - i. the Agent not co-operating with any inspection or enquiry conducted by the Authority;
 - j. the Agent failing to resolve the complaints of the policyholders or failing to give a satisfactory reply to the Authority in this behalf;
 - k. being either directly or indirectly involved in embezzlement of premiums / cash collected from policyholders / prospects on behalf of Max Life;
 - l. the Agent failing to comply with the minimum business guarantee norms and minimum persistency norms prescribed by the Company from time to time; and any other reason as may be communicated by the Company to the Agent.
- ii. Notwithstanding anything else stated elsewhere in these Terms and Conditions, the Company may consider appointing an Agent, whose appointment has been cancelled or suspended for non-achievement of the minimum business guarantee norms and / or the minimum persistency norms prescribed by the Company, subject to the Company's policies and rules from time to time.
- iii. The manner of holding enquiry on the Agent shall be as per the Agency Regulations and will be notified by the Company to the Agent.
- iv. The Agent who is aggrieved by the order of cancellation can appeal to the Company within 3(Three) months from the date of receipt of the order. The Company shall appoint an Appellate Officer who shall examine the appeal and give his decision in the matter in writing within 30 (Thirty) days of the receipt of the appeal.
- v. In case the Agent wishes to resign from the relationship of agency or surrender his agency with the Company, he may do so by surrendering this Appointment Letter and identity card to the Company, accompanied by a written communication from him informing the Company of his resignation or surrender of agency. The Company shall issue a cessation certificate in the format as provided in the Agency Regulations and the Insurance Laws within a period of 15 (Fifteen) days from the date of his resignation or surrender of appointment in the manner as specified above.

13. Consequences of Termination:

- i. On the issue of the final order for cancellation or suspension of the appointment, the Agent shall cease to act as an insurance agent for the Company from the date of such final order and the Company will not register any new business by the suspended or cancelled agent. No renewal commission shall be payable after the cancellation or suspension of the appointment on any policies sourced while the Appointment Letter was in force unless such payment becomes due in accordance with the provisions of **Clause 8 (xiii)**.
- ii. The Agent shall have no right to claim or recover from the Company any damages or other compensation whatsoever for and/or on account of and/ or upon cancellation or suspension or surrender of his appointment.
- iii. Upon cancellation or suspension or surrender of the Appointment Letter,
 - a. the Agent shall return the Appointment Letter and the identity card to the Company within 7 (Seven) days from the date of issuance of the final order effecting cancellation/suspension of his appointment as an Agent. In the event the Agent does not submit the Appointment Letter and the identity card to the Company within the time as stipulated herein, the same shall stand null and void from the date of issuance of the final order effecting cancellation / suspension (applicable only in case of suspension or cancellation).
 - b. the Agent shall forthwith, without any delay or demur on any grounds, return to the Company, all instructions/ documents of any nature whatsoever, papers, instruments, moneys in his possession and/or made, or that became, available to him in the course of the performance of his obligations by virtue of this appointment.
 - c. the Agent shall forthwith, without any delay on any grounds, stop the usage of any marketing or promotional materials issued by Company to the Agent or developed by Agent on its own and shall remove the link of Company's website on the Agent's website, if earlier allowed by the Company.
 - d. the Agent shall settle with the Company all pending matters including any policy proposal/s pending and co-operate with and provide all necessary assistance to the Company, as may be requested by the Company, so as to ensure that the Company is not prejudiced in any manner and/or exposed to any disputes.
- iv. Cancellation or suspension or surrender of this Appointment Letter shall in no way adversely affect the Company's rights to bring and/or take appropriate action to recover damages or assets belonging to the Company in the possession of the Agent or to set off any assets, any claim or any amounts owing by the Company to the Agent, as the case may be.
- v. Recognizing the same to be improper, the Agent irrevocably and unconditionally agrees not to, at any time, during the Term, directly or indirectly, either on his own behalf or through any other person in any manner whatsoever:
 - a. approach, canvass, solicit or otherwise endeavor to entice away from the Company any of its employees or insurance agents, whether or not such person would commit a breach of contract;
 - b. approach, canvass, solicit or otherwise endeavor to entice away from the Company any proposers or any of its policyholders for the purpose of inducing or attempting to induce such policyholders or proposers to withdraw proposals, cancel, lapse or otherwise surrender policies issued by the Company.
- vi. This Clause shall survive the cancellation or suspension or surrender of these Terms and Conditions.

14. Waiver:

Any failure of the Company in any instance, to cancel or suspend the agency appointment of the Agent when cause for such cancellation or suspension exists, or to insist upon compliance with any of the limitations, terms, provisions and conditions of these Terms and Conditions, shall not be construed as a waiver of any of the Company's rights or of any such limitations, terms, provisions and conditions, or of the right of the Company to thereafter enforce its rights and/or insist upon such compliance. This Clause shall survive the cancellation or suspension of the Appointment Letter.

15. Assignment:

The rights, interests and claims of the Agent against the Company arising out of these Terms and Conditions are not assignable, and no assignee shall acquire any rights thereto, without the prior written consent of the Company.

16. Notice:

- i. Written notice to the Agent under the Appointment Letter or these Terms and Conditions will be in English and by registered post acknowledgment due or courier or facsimile or electronic transmission or by publication in any official publication or bulletin or web portal of the Company or by notice at the Company's office, by any other means, except that a notice referred to in **Clause 12** shall not be given by means of such publication. If notice is given by publication whether in an official publication or bulletin or web portal of the Company or at the office of the Company, it shall be deemed to have been given whenever published as above. If written notice to the Agent is given by registered post acknowledgment due, it shall be deemed to have been received by the Agent within 72 hours of posting, to the address of the Agent recorded with the Company (intervening public holidays at the place of receipt to be discounted). If written notice to the Agent is given by courier, it shall be deemed to have been received by the Agent within 24 hours of dispatch, to the address of the Agent recorded with the Company (intervening public holidays at the place of receipt to be discounted). If written notice to the Agent is given by facsimile or electronic transmission, it shall be deemed to have been received by the Agent upon receipt of confirmation of proper transmission by the Company, if sent on a working day for the Agent.
- ii. Save as otherwise provided under **Clause 16 (i)**, all notices and other communication in respect of the Appointment Letter shall be given in writing in English by registered post acknowledgement due or courier or facsimile transmission to the addressee party at its address and facsimile number set forth in the **Appendix** below.
- iii. If the parties wish to effect change of address or facsimile number or email identification hereafter, they shall give prior notice to each other in accordance with the provisions of this Clause.

17. Confidentiality:

The Agent agrees to keep confidential all proprietary and confidential information disclosed by the Company or any proposer or policyholder, any information concerning or relating to or connected with the business of the Company which may become available to the Agent during the currency of the appointment, including these Terms and Conditions, Agents Handbook, including the schedules thereto, any notices including guidelines or circulars, any information of any proposers or policyholders and agrees not to disclose any such information to any third party or use any such information for any third party's or the Agent's own purposes. At the Company's request, the Agent will promptly return/hand-over any documents and information that may have been supplied by the Company to the Agent or obtained from proposers or policyholders. Proprietary and confidential information shall not include information which (i) enters the public domain through no fault of the Agent; (ii) is in possession of the Agent prior to the receipt under the Appointment Letter; (iii) is required to be disclosed under law or by order of any Court (for which prior written notice shall be given by the Agent to the Company); and (iv) is independently developed by the Agent. This Clause shall survive the cancellation or suspension or surrender of the Appointment Letter.

18. Severability:

If any provision of these Terms and Conditions is held to be invalid, in whole or in part, such provision (or relevant part, as the case may be) shall be deemed not to form part of these Terms and Conditions. In any event, the enforceability of the remainder of the Terms and Conditions will not be affected.

19. Governing Law and Jurisdiction

these Terms and Conditions are subject to and shall be governed by Indian laws. The parties hereby expressly submit to the jurisdiction of the courts in New Delhi for all matters relating to or concerning these Terms and Conditions. This Clause shall survive the cancellation or suspension or surrender of the Appointment Letter.

20. Survival and Amendment:

The termination of the Appointment Letter shall not affect provisions which are intended, whether expressly or otherwise, to survive such termination. No amendment to these Terms and Conditions shall be binding unless the same is in writing and signed by the Company.

21. Exceptions:

Should any clause of these Terms and Conditions be affected by any proceeding of the Authority or any other authority, the Agent and the Company agree to jointly and/or severally represent to the Authority or such other authority and shall be bound by any instructions and/or directions passed by the Authority or such other authority in this regard.

APPENDIX (refer Clause 16above)

- (a) The Company: Max Life Insurance Company Limited
Address: Max Life Insurance Co. Ltd., 201-209, 2Nd Floor, Gokulesh Complex, R.C. Dutt Road, Opp. Collectors Bunglow, Baroda - 390005 (Gujarat) District - Vadodara

Office number:

- (b) Agent name: Rajni Devi
Address: 00 Oeal(Lakhimpur)Sanwalsingh purwa Lakhimpur - KheriOeal kheri Uttar Pradesh7905216470 7007503973

Mobile number:7905216470
Email Id: raj.ritik00789@gmail.com

Acknowledgement and acceptance by Agent

The terms and conditions applicable to the undersigned upon appointment as an agent of the Company and provided hereinabove have been read and fully understood by me and I hereby agree to abide by the same.

(Signature)

Agent Name: Rajni Devi

Date:

Place:

For Max Life Insurance Company Limited



Amit Puri
Designated Official

Declaration:

- I understand and agree that the fees collected for IC 38 training, examination of agents is non-refundable.
- I authorize Max Life to remit applicable fee to IRDA and NSEIT on my behalf.
- I confirm that on my demise, if the company pays the hereditary commission to the nominees named by me in nominee section, the same will give a valid discharge to the Company irrespective of whether the said nominees are my legal heirs or not.
- I hereby declare that I have verified the bank account details and authorize Max Life Insurance to credit any payouts (as and when eligible) in the mentioned account.
- I understand that, I have disclosed my confidential personal information/documents with Max Life and hereby consent and authorize Max Life to seek/ to store/ and or to share, (within India or outside) my personal information shared by way of this application form or otherwise, including my Aadhaar number, with Government and / or Regulatory or Statutory as per legal or regulatory framework put in place for the same.

Disclaimer:

Upon providing the confirmation number, you confirm that the details and information's provided by you is true and correct in all aspects and the same have been dully vetted by you and nothing contained therein is false and incorrect and you agree to abide by the terms & conditions without any deviation. You also agree that in case the information is found to be incorrect at later stage, you shall be solely responsible for the consequences, if any, including cancellation of your application/ agency appointment.

By providing the confirmation number, you agree to abide by the attached Terms And Conditions and will also consider all your information has been duly validated and authenticated by you.

Confirmation No**4068**