

SERVICE AGREEMENT

This Service agreement ("**Agreement**") made between

" **SAURABH JAISWAL** " (which expression shall unless repugnant to the context or meaning thereof include its successors, legal representatives and permitted assigns) of the First Part;

AND

M/s Claimant Mitra , B – 205 & 206 2nd Floor Dindayal Complex Nana Kheda Road Ujjain 456010 , India hereinafter called as "**the Consultant**"

or

"**Claimant Mitra** " (which expression shall unless repugnant to the context or meaning thereof include its associates ,successors, legal representatives and permitted assigns) of the Second Part;

"The Consultant" and "The Client" are jointly referred to as "Parties" and individually as "Party".

BY CLICKING THE ACCEPTANCE BUTTON, THE CLIENT EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT.

Whereas, the Consultant is inter alia engaged in the business of providing services of various nature in the field of Life, Health and General Insurance, such as assistance in resolving consumer grievances by assisting clients at Ombudsman and Insurance Companies and representing at Consumer Forums/ Courts.

The overall mission of Claimant Mitra is centered towards social cause and the betterment/upliftment of the general impression of the insurance companies.

AND WHEREAS, the Client has approached the Consultant to avail the services of Claimant mitra.

NOW, IN CONSIDERATION OF THE ABOVE PROMISES AND MUTUAL COVENANTS CONTAINED HEREINAFTER THIS AGREEMENT WITNESSETH AS UNDER:

1. **SERVICES:** The Client has communicated its requirement to the Consultant and after understanding all the requirements of the Client the Consultant has agreed to provide its services for resolving issues related to consumer grievance:
 - I. To draft application(s) to the company or concerned authorities for various issues
 - II. To use legal and quasi legal methods and to draft all the necessary legal documents like affidavits, indemnity bonds, contracts, complaints, written submissions etc. by engaging/hiring advocates on behalf of you
 - III. To send legal notices and the replies and helping Client with all the steps which are necessary to be undertaken by the Client
2. **TERMS & TERMINATION**
 - a. The Consultant after discussing the merits of the case(s) can decide internally to proceed with the case or reject it without assigning any reason(s) thereto. In case of rejection, by the Consultant the Agreement shall be

considered null and void

- b. This Agreement shall commence on the date of acceptance of this click and wrap Agreement and shall remain in effect until the completion of the services. The Consultant shall be entitled to terminate this Agreement immediately, in the event if the Consultant becomes aware of the fact that the Client has provided forged/bogus/false documents or information thereby showing the wrong intention of the Client to mislead the Consultant

3. COMPENSATION

- a. The Client hereby agrees and undertakes to pay 17 % +18% GST (herein referred to as "Fees") of the aggregate amount within 7 (seven) days from the date the money is credited from Insurance companies in the bank account of the Client. The same is applicable in case of termination of policy and resulting in recovery of money.

OR

- b. The Client hereby agrees that in cases, where the ombudsman or the Insurance

Companies offer relief through conversion into single premium policy, in that case the Consultant shall charge only 6 % of Claim amount as applicable from time to time. This clause falls in Mis-Selling of Policy cases.

OR

C. In case the Client decides not to pursue with the Consultant at any time even after positive progress of the assignment and positive response from the Insurance companies, RTA or concerned authorities, the Consultant shall be free to charge the proportionate fees linked with the progress as well as the efforts involved. The following shall be the fees structure in such case:

1. Immediately after registration and initial progress: 25% of the fee
2. After registering the issue with Insurance company & IGMS: 50% of the fee
3. After registering the case with respective Ombudsman: 100% of the fee

The capitalized term Fee mentioned above i.e from I to III shall have the same meaning as defined in Clause 3(a) above

- d. The compensation shall be paid in terms of this Agreement between the Parties post the successful completion of service. The mode of payment shall be an advance cheque or through money transfer. The Client hereby agrees that if the payment is not received within the period of seven days, then the Client shall be liable to pay interest on the value of fees which accrue to the Consultant at the rate of 24% per annum
 - e. In the event that Consultant are unable to provide some resolution to your complaint by the insurance companies, Claimant Mitra will refund the registration charges if any paid at the time of initial registration.
- 4. The Client hereby agrees and undertakes that in case the Consultant decides to approach any court of law, the consent of Client shall be obtained by the Consultant in advance. The Legal recourse would be initiated only after approval and signing of a legal contract by the client.
 - 5. By accessing the Claimant Mitra services, you hereby agree that Claimant Mitra may access emails/SMS/Digi locker regarding claims

registration, escalation and follow up by automated processes for accessing and analyzing information provided by you, subject to you having enabled email access via InSa protect (our algorithm to access a password-protected document utilizing information) and having granted read permission. You agree that you may not be able to access and use Claimant Mitra at all or effectively without granting the aforementioned access and permissions for email /SMS/digilocker.

6. UNDERTAKING & INDEMNITY

- a. The Client hereby agrees and undertakes that Client is a legal policyholder / nominee / assignee or authorized representative.
- b. The Client hereby agrees and undertakes that he or she shall sign all the documents required for the successful completion of the services.
- c. The Client hereby agrees and undertakes to authorize the Consultant to assist the client at various forums after the registration.
- d. The Client hereby agrees to comply with legal formalities/procedures and all the communication to be done between client and companies/ RTAs/ or any other concerned authorities shall be routed through the Consultant.

- e. The client hereby agrees and undertakes that the entire scenario of case has been explained by him to the consultant and the duration of completion of service by the consultant is not time bound.
- f. The Client undertakes to provide the signatures and the required documents like Pan Card, Aadhar, Address Proof, ITR etc. of the Surety/ Guarantor required for processing the case.
- g. The Client hereby agrees to defend, indemnify and hold harmless the Consultant and its directors, officers, and employees with respect to a claim arising from the Client's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulation.
- h. The Clients consents to the use of the reviews/testimonial given by him for the sole purpose of spreading awareness and further promotion of the Consultant business.

7. CONFIDENTIALITY

- a. The Client acknowledges that during the term of this Agreement, the Consultant

will have access to Confidential Information of the Client and/or received by the Client from third parties, which is confidential to the Client and/or such third parties. The term “**Confidential Information**” used herein shall mean and include information which is confidential and proprietary to the Client and/or to certain third parties with which the Client has relationships, and disclosed to or obtained by the Consultant from the Client and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to the Client

- b. During the term of this Agreement, the Consultant shall hold the Confidential Information in confidence and shall not publish, disclose or disseminate at any time, to any person; or use for any purpose any Confidential Information other than such purposes as shall be required to fulfil the Client’s duties with the Consultant.

- c. Not with standing the aforesaid provisions, the Consultant may disclose Confidential Information (i) that is/ was in the public domain; (ii) that was previously known by Consultant, as established by written records of the Consultant prior to receipt of such information from the Client; (iii) that waslawfully obtained by the Consultant froma third party without any obligations of confidentiality to Client; or (iv) where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that the Company shall in such a case give the Client a reasonable notice of any prospective disclosure and shall assist the Client in obtaining an exemption or protective order preventing such disclosure.
- d. The Consultant agrees that it shall protect the Confidential Information with at least the same degree of care and confidentiality as it affords his ownconfidential information and shall at alltimes exercise at least a reasonable degree of care in such protection
- e. The Consultant's obligations with respect to confidentiality shall survivethe termination or expiry of this

8. NON-SOLICITATION

- a. The Client acknowledges that the ability of the Consultant to conduct and operate its business depends upon its ability to attract and retain skilled people, customers, suppliers and that the Consultant has and will continue to invest substantial resources in training such people. The Client hereby agrees that the Client must not:
 1. directly or indirectly, partner with or enter into any activity or hire or attempt to hire for any purpose whatsoever (whether as an employee, consultant, advisor, independent contractor, partner or otherwise) any employee of the Company and/or its Affiliates, and must use their best efforts to prevent any of his Affiliates from taking any such action;
 2. disclose to any third party the names, backgrounds or qualifications of any employees of the Consultant or otherwise

identify them as potential candidates for employment;

3. personally, or through any other person, approach, recruiter otherwise solicit employees of the Consultant to work for any other employer; and

4. persuade any person which is a client/customer of the Consultant, to cease doing business or to reduce the amount of business which any such person has customarily done or might propose doing with the Consultant.

b. The Client further acknowledges that any breach, or threatened breach, by them of the provisions of this Clause will cause grave and irreparable harm, loss and injury to the Consultant, which harm cannot be fully redressed by the payment of damages to the Consultant. The Client acknowledges that the scope and duration of the non solicitation provision is reasonable and the Consultant may, in addition to any remedy available to it at law, obtain equitable relief in the form of specific

performance, temporary or permanent injunction, or any other equitable remedy which may be available against the Client for the non-performance of any term or provision hereof

9. CONSEQUENCES OF TERMINATION

On termination of this Agreement for any reason:

- a. the Client shall pay to the Consultant all of the outstanding Fees payable up to the date of termination; and
- b. the accrued rights, remedies, obligations and liabilities of the Company as at termination shall not be affected, including the right to claim damages for any breach of this Agreement, which existed at or before the date of termination.
- c. if the Consultant exercises the right to terminate under termination clause, the Consultant may do so without any penalty, obligation, or liability to the Client under this Agreement.

10. NOTICES

- a. Unless otherwise provided herein, all notices or other communications to be

given shall be made in writing and by letter (save as otherwise stated) and shall be deemed to be duly given or made, in the case of personal delivery, when delivered; in case of an email, 1 (One) Business Days after being dispatched on the correct email address of the recipient, or, in the case of a letter, 3 (Three) Business Days after being deposited in the post (by registered post, with acknowledgment due), postage prepaid, to such party at its address or email address specified herein or at such other address or email address as such party may hereafter specify for such purposes to the other by notice in writing. The addresses referred to above are:

If to the Company:

Attn: Mr. SAURABH PORWAL

Address: B -205& 206 Dindayal Complex Nana
Kheda Road Ujjain

Email: claimantmitra@gmail.com

If to the Client:

Address: [•]

Email: [•]

- b. A notice or other communication received on a day other than a day, or after business hours in the place of receipt, shall be deemed to be given on the next following day in such place.
- c. In the event a Party refuses delivery or acceptance of a notice, request or other communication, under this Agreement, it shall be deemed that the notice was given upon proof of the refused delivery, provided the same was sent in the manner specified in this Agreement.

11. AMENDMENTS

Any provision of this Agreement may be amended or waived if and only if such amendment or waiver is in writing and signed, in the case of an amendment by each of the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

12. SURVIVAL

If any paragraph, sub-paragraph, or provision of

this Agreement, or the application of such paragraph, sub-paragraph, or provision, is held invalid or excessively broad by a court of competent jurisdiction, the remainder of this Agreement, and the application of such paragraph, sub-paragraph, or provision to Persons, or circumstances other than those with respect to which it is held invalid shall not be affected.

13. SEVERABILITY

In the event of termination of this Agreement, Clause 4 (Undertaking & Indemnity), Clause 5 (Confidentiality), Clause 6 (Non-Solicitation), Clause 8 (Notices), Clauses 14 (Jurisdiction), and this Clause 10 shall survive such termination.

14. LIMITATION OF LIABILITY

In no event shall the liability of the Consultant or permitted successor hereunder or under any other agreement delivered in connection herewith be greater in amount than the amount of the net proceeds actually received by such Client or successor in consideration of the Services related thereto.

15. ENTIRE AGREEMENT:

This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and negotiations or business dealing, customary practice evolved any previous business between them and the parties shall not be bound by any conditions, definitions, warranties, representations and negotiations whether oral or written or made earlier to executions of this

agreement.

16. ACTIONABLE CLAIM:

The consultant holds the right of taking any legal action against the client in the manner as the consultant may deem fit, in case, the client does not pay the agreed fees in the stipulated time frame as mentioned in Clause 3 of this Agreement, in spite of a written request of the Consultant.

17. JURISDICTION:

The Courts at Ujjain shall have exclusive jurisdiction to try and adjudicate all suits, actions and proceedings arising out of this Agreement the cost of which shall be entirely borne by the client.



I Agree and Accept

Name:

SAURABHJAISWAL

Date: **27/08/2024**

Adhar no -

Add. 61 Priti Parisar behind Anjushri Hotel 456010