

## Agreement Terms & Conditions

This business support agreement is between "**The Partner/User/You**" (which means you and includes your successors, legal representatives, and allowed assigns) as the **First Part**.

AND

**Adakiya Consultancy Services Pvt. Ltd.**, is a company registered in India with its main office at A-4 & 5, 3rd Floor, Rajupark, Devli Road, Near Domino's Pizza, New Delhi -110080, India (referred to as the "Company," which term includes any successors or permitted assigns), is the **Second Part** in this agreement.

Both "**The Company**" and "**the Partner**" are together called "**Parties**" in this agreement, and each one is referred to individually as a "**Party**."

**By selecting the acceptance button, the Partner expressly acknowledges and agrees to adhere to the entirety of the conditions outlined in this agreement.**

### WHEREAS

- a. The Company is involved in providing services related to Life, Health, and General Insurance, including helping to resolve consumer complaints by representing clients at various forums like Insurance Companies, IRDA, Ombudsman, Consumer Forums, and Legal Courts. The overall mission of Claim Solution is focused on social causes and improving the general impression of insurance companies for the betterment of society.

- b. The Partner has approached the Company to offer its services and collaborate for mutual benefits. The Parties have agreed to enter into this Agreement based on the terms outlined herein.

**Now, considering the above premises and the mutual promises contained hereinafter, this agreement witnesses as follows:**

### **1. SERVICES**

- a. The Company has shared its needs with the Partner, and after understanding the Company's requirements, the Partner has agreed to collaborate and work with the Company.

### **2. TERM**

- a. This Agreement starts from the date it is signed ("Effective Date") and stays in effect for a period of 1 (one) year from the Effective Date ("Term") unless it is ended earlier according to the terms stated here.
- b. After the expiration of this Agreement, the Parties have the option to extend its duration, based on mutually agreed-upon terms and conditions.

### **3. STANDARD OF PERFORMANCE**

1. PARTNER shall:
  - i. Carry out the Services professionally and in line with the terms and conditions of this Agreement, Applicable Laws, Applicable Permits (defined below), Good Industry Practices, and any directions, guidelines, or instructions provided by the Company from time to time.
  - ii. Strive to avoid delays in fulfilling its obligations under this agreement and collaborate with the Company to ensure the Services are provided effectively and on time.
  - iii. Safeguard and retain all records related to this Agreement for twenty-four months.

#### **4. REPRESENTATIONS AND WARRANTIES**

1. Each Party assures the other Party that:
  - i. It is a legally organized and validly existing company under the laws of India.
  - ii. This Agreement represents its valid and legally binding commitments, enforceable according to its terms.
  - iii. It possesses the complete corporate power and authority to execute and deliver this Agreement as per its terms and fulfil all duties and obligations arising under this Agreement. All necessary corporate approvals have been obtained before executing this Agreement.
  - iv. The execution, delivery, and performance of this Agreement will not violate or conflict with any Applicable Law or any of its duties or obligations under any agreement, understanding, or arrangement, written or oral, to which it is a party.

#### **5. TERMS OF CONSIDERATION**

- i. The Company will share agreed-upon fees only for genuine leads generated through the Partner. Other methods can be discussed and modified when necessary.
- ii. The Company won't reimburse the Partner for promotional campaigns aimed at lead generation.
- iii. The Partner should not charge any registration fee from customers registering through them.
- iv. The Company is not responsible for resolving cases, as Insurance resolution depends on various factors and is not final at any stage.
- v. The Company commits to pay 6% of the total amount transferred to customers/clients to the Partner after deducting TDS upon successful completion of services.
- vi. Compensation will be paid as per mutual agreement between the Parties after successful completion of work. Payment will be through money transfer once the company receives credit from the customer.

## **6. TERMINATION**

- i. Either Party has the right to terminate this Agreement at any time by providing a 1 month prior written notice to the other Party, without the need to specify any reason
- ii. Without affecting other rights or remedies available in law or under this Agreement, either Party may promptly terminate this Agreement under the following circumstances:
  - 1. Insolvency of the other Party;
  - 2. Substantial violation of any terms or conditions of this Agreement by the other Party, not rectified to the satisfaction of the

non-breaching Party within three (3) days after notice of the violation;

3. If a court orders the winding up of the other Party or a resolution is passed for winding up the business, or if a receiver, manager, liquidator, administrator, or a similar official is appointed to the other Party or a substantial part of its property.

## **7. INDEPENDENT CONTRACTOR**

It is recognized that the Partner will provide services as an independent contractor, and not as an employee, servant, or agent of the Company. This agreement does not establish an employer-employee or master-servant relationship between the Company and the Partner.

## **8. INTELLECTUAL PROPERTY**

1. The Company does not provide the Partner with any rights, title, or interest in its intellectual property unless explicitly authorized in writing. The Partner's use of the Company's intellectual property is limited to the terms specified in this Agreement for the duration of the agreement. The Partner must adhere to all instructions issued by the Company regarding the display of logos, trademarks, copyrights, or any other intellectual property. Upon the expiration or earlier termination of this Agreement, the Partner must immediately stop using or referring to the Company's intellectual property and return any copies or materials containing such intellectual property to the Company.

2. Parties hereby acknowledge and confirm that

- i. All Intellectual Property Rights related to the Services belong to the Company and/or its licensors, and these rights will always remain the property of the Company.
- ii. The Partner must promptly inform the Company if they become aware of any illegal or unauthorized use of the intellectual property, whether in the Services or related to them. The Partner is also

obligated to assist the Company in taking all necessary steps to protect and defend the Company's rights in the intellectual property.

3. The terms outlined in Clause 8 will continue to be in effect even after the termination of this Agreement.

## **9. CONFIDENTIALITY**

i. The Parties recognize that, while fulfilling their responsibilities under this Agreement, they may gain access to the other Party's confidential information ("Confidential Information"). Each Party, referred to as the "Receiving Party," agrees not to disclose any Confidential Information received from the other Party, the "Disclosing Party," whether in writing, verbally, or through any other means, directly or indirectly. This includes information related to the matters covered by this Agreement, its performance, or any agreement that furthers the performance of this Agreement. The Receiving Party must not share the Confidential Information with any third party without the prior written consent of the Disclosing Party, and the Confidential Information should only be used for the purposes outlined in this Agreement.

ii. The Receiving Party is obligated to keep confidential any Confidential Information received from the Disclosing Party. The Receiving Party must take all reasonable steps, similar to those it would take to protect its own Confidential Information, to safeguard the disclosed information. The Receiving Party is permitted to disclose the Confidential Information to its officers, employees, agents, or representatives solely to fulfil its obligations under this Agreement and strictly on a "need-to-know" basis. Both Parties are also responsible for ensuring that their respective directors, employees, officers, and any other individuals to whom the mentioned information is disclosed are bound by confidentiality obligations similar to those outlined in this Clause.

iii. Despite anything stated in Clause 9. i and Clause 9. ii, the obligation of confidentiality for the Receiving Party does not apply to certain Confidential Information:

- a. The Receiving Party's obligation of confidentiality does not apply to Confidential Information that is already in the public domain, except when its public availability results from a breach of this Agreement.
- b. The Receiving Party is not bound by the obligation of confidentiality for Confidential Information if it is lawfully obtained from a Third Party who does not owe the Disclosing Party any obligation of confidence regarding such Confidential Information.
- c. The Receiving Party is not obligated to maintain the confidentiality of information that was already known to or in the lawful possession of the Receiving Party before receiving it from the Disclosing Party.
- d. The Receiving Party is not required to keep confidential any information that must be disclosed due to any applicable law or by any authority within the jurisdiction to which the Receiving Party is subject or by customary compliance with instructions provided that the Disclosing Party is notified.
- e. The Receiving Party is not required to maintain the confidentiality of information when disclosed to its employees, directors, or professional advisers. However, the Receiving Party must ensure that such individuals treat the Confidential Information received as confidential.

## **10. GOVERNING LAW**

This Agreement will be governed by and interpreted by the laws of India, without considering any choice of law or conflict of law provisions. The Parties agree to the exclusive jurisdiction of the courts of Delhi for any matter, claim, suit, action, or proceeding arising under or related to this Agreement.

## **11. MISCELLANEOUS**

1. **Severability:** The provisions of this Agreement are separable. Suppose a court, administrative board, or other competent jurisdiction determines that a clause, provision, term, or part of this Agreement is illegal, unenforceable, void, conflicts with any law, or goes against public policy. In that case, the validity of the remaining articles, provisions, terms, and parts of this Agreement will not be affected. In such a situation, the Parties will, through an amendment to this Agreement, appropriately replace the problematic provision with a new provision or provisions that, to the extent legally possible, closely approximate the original intent of the Parties and its purpose.
2. **Assignment of Agreement:** Unless permitted or required by this Agreement or agreed upon in writing by the Parties:
  - I. This Agreement cannot be assigned, novated, or transferred.
  - II. Neither Party can create or allow any encumbrance to exist over all or any of its rights and benefits under this Agreement.
3. **Amendment:** No oral or written modification, amendment, rescission, waiver, or other change of this Agreement or any of its terms or provisions will be valid or legally binding on the Parties unless it is in writing and duly executed by or on behalf of all the Parties. This includes any attempt to modify, amend, rescind, waive, or change the Agreement itself. The written agreement between the Parties is required for any amendments, supplements, or modifications to this Agreement.
4. **No Waiver:** A waiver by any Party of any default or defaults by the other Party in the performance of any provisions of this Agreement is effective only when executed in writing by duly authorized representatives of all Parties. A waiver shall not operate as, or be construed as, a waiver of any other or further default or defaults, whether of a similar or different character. The failure by a Party to insist on the performance of the terms, conditions, and provisions of this Agreement on any occasion, or any time or other indulgence



granted by a Party to the other or others, shall not act as a waiver of such breach or acceptance of any variation. It also does not relinquish any such right or any other right under this Agreement, which shall remain in full force and effect.

5. **Counterparts:** This Agreement can be executed in one or more counterparts, and each counterpart is considered an original. All counterparts together are deemed to be the same instrument.
6. **Notices:** All communications, notices, or information required under this Agreement must be provided in writing. Notices may be delivered personally or sent by registered or certified mail.
7. **Language:** The language of this Agreement is English, and all documents, notices, waivers, and other written communications between the Parties related to this Agreement shall be in English.  
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8. **Remedies:** The Parties acknowledge that damages may not be an adequate remedy for a breach of this Agreement. Therefore, the Parties shall have the right to seek specific performance of each other's obligations under this Agreement.
9. **Further Assurances:** Each Party agrees to perform, or ensure the performance of, all additional acts and tasks and to execute and deliver, or ensure the execution and delivery of, further documents as required by law or as reasonably requested by the other Party. These actions may be necessary, whether before or after the Effective Date, to implement and/or enforce the terms of this Agreement.

**Note: The terms mentioned above may change over time without prior notice.**

**\*Disclaimer: Your details may be used by Claim Solution for promotional purposes on its various platforms.**

**SUCCESSFULLY SIGNE**

**Signed on :**