

# SERVICE AGREEMENT

This agreement is between you (referred to as "**The Client/User/You**") and **M/s Adakiya Consultancy Services Private Limited**, located at A-3, Kh No - 150, Bhavishya Apartment, Nai Basti Road, Deoli, South Delhi-110080, India (referred to as "**The Consultant**" or "**Claim Solution**"). "The Consultant" and "The Client" together are called "Parties," and individually as "Party."

**WHEN YOU CLICK THE ACCEPTANCE BUTTON, YOU ARE EXPLICITLY AGREEING TO AND GIVING YOUR CONSENT TO FOLLOW ALL THE TERMS MENTIONED IN THIS AGREEMENT.**

The Consultant mainly works in the business of offering services related to Life, Health, and General Insurance. This includes helping clients with issues like resolving complaints with insurance companies, representing clients at the Ombudsman, and advocating for them at Consumer Forums or Courts.

Claim Solution's main mission is focused on social causes and improving the overall image of insurance companies for the benefit of the public.

The client has reached out to the Consultant to use the services of Claim Solution.

NOW, TAKING INTO ACCOUNT THE ABOVE DETAILS AND THE AGREEMENT BETWEEN BOTH PARTIES, THE FOLLOWING IS ACKNOWLEDGED:

- 1. SERVICES:** The Client has expressed its needs to the Consultant. After understanding these needs, the Consultant has agreed to provide services to address consumer grievances. These services include
  - a. Drafting applications to the company or relevant authorities for various issues.
  - b. Using legal and quasi-legal methods and preparing necessary legal documents like affidavits, indemnity bonds, contracts, complaints, written submissions, etc.
  - c. Sending legal notices and responses, guiding the Client through all necessary steps.

## **2. TERMS & TERMINATION:**

- a. The Consultant, after evaluating the merits of the case(s), may internally decide to either proceed with the case or reject it without providing any reasons. If the Consultant rejects the case, the Agreement will be considered null and void.
3. This Agreement starts on the date you accept this Click and Wrap agreement and stays valid until the services are completed. The Consultant can end this Agreement immediately if it's found that the client has given fake or false documents or information, indicating an intention to mislead the Consultant.

#### **4. COMPENSATION:**

- a. The Client agrees to pay 25% including GST (referred to as "Fees") of the total amount within 7 (seven) days from the date the money is credited to the Client's bank account from insurance companies. This also applies if the policy is terminated and results in the recovery of money.

Or

- b. The Client agrees that if the ombudsman or the insurance companies provide relief by converting it into a single premium policy, the Consultant will charge only 50% of the Fee, which is 12% + GST as applicable from time to time.

Or

- c. If the Client decides not to continue with the Consultant, even after positive progress in the assignment and positive responses from the companies, RTA, or concerned authorities, the Consultant can charge fees proportionate to the progress and efforts made. The fee structure in such cases will be as follows:

I. Immediately after the registration and initial progress: 25% of the Fee.

II. After registering the issue with the Insurance company & IGMS: 50% of the fee will be.

III. After registering the case with the respective Ombudsman: 100% of the Fee.

*The capitalized term "Fee" mentioned above, from I to III, has the same meaning as defined in Clause 3(a) above.*

- d. The compensation will be paid according to the terms of this Agreement after the successful completion of the service. The payment can be made through an advance cheque or via money transfer.
- e. The Client agrees that if the Consultant decides to go to any court of law, the Consultant will get the Client's consent beforehand. The Client will also be informed about the associated expenses related to approaching the Court of law, such as court fees, making demand drafts, notary charges, outstation travel expenses, etc. These expenses will be communicated to the Client before taking any legal action.

The Client further agrees that if the payment is not received within seven days, the Client will be responsible for paying interest on the fees accruing to the Consultant at the rate of 24% per annum.

## **5. UNDERTAKING & INDEMNITY:**

- a. The Client confirms that they are a legal policyholder/nominee/assignee or authorized representative.
- b. The Client agrees to sign all necessary documents for the successful completion of the services.
- c. The Client authorizes the Consultant to assist them at various forums after the registration.
- d. The Client commits to following legal formalities/procedures, and all communication between the client and companies/RTAs/any other concerned authorities will go through the Consultant.
- e. The Client assures that they have explained the entire case to the Consultant, and the duration of service completion is not time-bound. The Client undertakes to provide signatures and necessary documents like PAN card, Aadhar, Address Proof, ITR, etc., of the Surety/Guarantor required for processing the case.
- f. The Client agrees to defend, indemnify, and hold harmless the Consultant, its directors, officers, and employees regarding any claims arising from the Client's actual or alleged act, failure to act, error, or omission in fulfilling obligations under this Agreement or any governing law or regulation.
- g. The Client consents to the use of reviews/testimonials provided by them for the sole purpose of spreading awareness and promoting the Consultant's business further.

## 6. CONFIDENTIALITY

- a. The Client recognizes that during the term of this Agreement, they will have access to Confidential Information of the Company and/or its Affiliates or received by the Company from third parties. This information is confidential and proprietary to the Company and/or Affiliates or certain third parties associated with the Company. The term "Confidential Information" includes, but is not limited to, information in graphic, written, electronic, or machine-readable form on any media or orally, regardless of whether the information is explicitly stated as confidential or marked as such. It encompasses valuable information related to the Company and/or its competitors, such as the Company's content, data, techniques, plans, designs, programs, Client information, identity and job descriptions of Company personnel, the Company's organizational structure, financing relationships or terms, service provider or vendor relationships or terms, processes, methodologies, compensation or bonus data, the terms of this Agreement, or other non-public information about the Company's business or affairs.
- b. During the term of this Agreement and for 1 (One) year after its termination, the Client agrees to keep the Confidential Information confidential and not to publish, disclose, or share it with any person or competitor of the Company/Affiliates. The Client will not use the Confidential Information for any purpose other than fulfilling their duties with the Company. Additionally, the Client will not remove any Confidential Information, either in whole or in part, from the Company's premises without the prior written permission of the Company.
- c. Despite the above provisions, the Client is allowed to disclose Confidential Information in the following situations: (i) if it is/was already in the public domain; (ii) if the Client had knowledge of it based on written records before receiving it from the Company; (iii) if the Service Provider lawfully obtained it from a third party without any confidentiality obligations to the Company; or (iv) if compelled to do so by any government, judicial, or quasi-judicial authority. However, in such a case, the Client must provide the Company with reasonable notice of the prospective disclosure and assist the Company in obtaining an exemption or protective order to prevent such disclosure.
- d. After the termination of this Agreement, the Client agrees to return all Confidential Information, including copies in any storage or presentation medium, whether electronic or hard copies. The Client will promptly return these materials to the Company when requested. Alternatively, with prior approval from the Company, the Client may

destroy the Confidential Information and will not make or retain any copies of it.

- e. The Client agrees to protect the Confidential Information with, at the very least, the same level of care and confidentiality as they provide to their own confidential information. The Client commits to exercising a reasonable degree of care in safeguarding this information at all times.
- f. The Client's responsibilities regarding confidentiality will continue to be in effect even after the termination or expiration of this Agreement.

## **7. NON-SOLICITATION**

The Client recognizes that the Company's success in conducting and operating its business relies on its capacity to attract and retain skilled individuals, customers, and suppliers. The Company invests significant resources in training its personnel. The Client agrees not to:

- a. directly or indirectly, collaborate with or engage in any activity or recruit or attempt to recruit, for any reason whatsoever (whether as an employee, consultant, advisor, independent contractor, partner or in any other capacity), any employee of the Company and/or its Affiliates. The Client must also make their best efforts to prevent any of their Affiliates from taking such actions.
- b. disclose to any third party the names, backgrounds, or qualifications of any employees of the Company and/or its Affiliates or otherwise identify them as potential candidates for employment;
- c. personally or through any other person, approach, recruit, or otherwise solicit employees of the Company and/or its Affiliates to work for any other employer; and
- d. persuade any person who is a client/customer of the Company and/or its Affiliates to cease doing business or to reduce the amount of business that such person has customarily done or might propose doing with the Company and/or its Affiliates.
- e. The Client acknowledges and agrees that the limitations on time, character, or nature in this clause are reasonable and fair. These limitations will not prevent the Client from earning a livelihood, and they will not unreasonably restrict the Client's ability to earn a living. Additionally, the Client agrees and acknowledges that the potential harm to the Company due to the non-enforcement of this clause outweighs any potential harm to the Client resulting from this Agreement.

- f. The Client further acknowledges that any breach or threatened breach of the provisions of this clause will cause grave and irreparable harm, loss, and injury to the Company and/or its Affiliates. This harm cannot be fully addressed by the payment of damages to the Company and/or its Affiliates. The Client acknowledges that the scope and duration of the non-competition and non-solicitation provisions are reasonable. The Company may, in addition to any remedy available at law, seek equitable relief such as specific performance, temporary or permanent injunction, or any other equitable remedy available against the Client for non-performance of any term or provision hereof.

## **8. CONSEQUENCES OF TERMINATION**

*Upon termination of this Agreement for any reason:*

- a. The Client must promptly assist as reasonably necessary for the orderly transition of the services to a third party or the Company.
- b. The Client should hand over all copies of the deliverables developed up to the termination date.
- c. The Client is required to pay all outstanding fees owed to the Company up to the termination date.
- d. The accrued rights, remedies, obligations, and liabilities of the Company as of the termination date will not be affected. This includes the right to claim damages for any breach of this Agreement that existed at or before the termination date.
- e. If the Client terminates this Agreement according to the termination clause, the Company will not refund any fees paid by the Client under this Agreement.
- f. If the Company exercises the right to terminate under the termination clause, it may do so without any penalty, obligation, or liability to the Client under this Agreement.

## **9. NOTICES**

- a. Unless otherwise stated, all notices or other communications must be in writing, sent by letter, and will be considered duly given or made:
- In the case of personal delivery when delivered.
  - For emails, 1 (One) Business Day after being sent to the correct email address of the recipient.

- In the case of a letter, 3 (Three) Business Days after being deposited in the post (by registered post, with acknowledgement due), with postage prepaid.

**The addresses for the Company are**

Attn: Ms Jyoti

Address: A-3, Kh No. 150, Bhavishya Apartment, Nai Basti Road, Deoli, South Delhi-110080

Email: help@claimsolution.in

**If to the Client:**

Address: [•]

Email: [•]

## **10. AMENDMENTS**

Any provision of this Agreement may be amended or waived only if such amendment or waiver is in writing and signed:

- In the case of an amendment, by each of the Parties.
- 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 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.

## **11. SURVIVAL**

In the event of termination of this Agreement, the following clauses shall survive such termination:

- Representation and Warranties
- Confidentiality
- Intellectual Property Rights
- Non-Solicitation and Non-Compete
- Governing Law and Arbitration
- Notices

## **12. SEVERABILITY**

If any paragraph, sub-paragraph, or provision of this Agreement, or the application of such paragraph, sub-paragraph, or provision, is deemed invalid or excessively broad by a court of competent jurisdiction, the remaining parts of this Agreement and the application of such paragraph, sub-paragraph, or provision to persons, or circumstances other than those for which it is deemed invalid, shall not be affected.

## **13. ENTIRE AGREEMENT:**

This Agreement represents the complete agreement, outlining the entire understanding and agreement between the parties regarding the subject matter herein. It supersedes all previous discussions, negotiations, or business dealings between the parties. The parties are not bound by any conditions, definitions, warranties, representations, or negotiations, whether oral or written, made prior to the execution of this agreement.

## **14. ACTIONABLE CLAIM:**

The Consultant retains the right to take any legal action against the Client, as deemed fit, if the Client fails to pay the agreed fees within the specified timeframe mentioned in Clause 3 of this Agreement, even after receiving a written request from the Consultant.

## **15. JURISDICTION:**

The Courts in New Delhi shall have exclusive jurisdiction to hear and decide all suits, actions, and proceedings arising from this Agreement. The client shall bear all costs associated with such legal proceedings.

**SUCCESSFULLY SIGNE**

**Signed on :**