



CDA Application Checklist

(Please tick the appropriate box)

Candidate Name

CDA Code Branch

Details		TM	CCE
A	Application Form Checklist (Ensure attaching clear copy of supporting documents)	Tick here	Tick here
CDA Application Form			
1	Date of appointment (Login Date)	<input type="checkbox"/>	<input type="checkbox"/>
2	Candidate passport size photograph	<input type="checkbox"/>	<input type="checkbox"/>
3	Points 1 to 15 - Mandatory fields (Point-2 only applicable for Non-Individual CDA)	<input type="checkbox"/>	<input type="checkbox"/>
4	CDA Name, DOB matching with PAN	<input type="checkbox"/>	<input type="checkbox"/>
5	CDA Address matching with give address proof	<input type="checkbox"/>	<input type="checkbox"/>
6	CDA / TM/ RM signature available (for Non-individual CDA - Stamp & Seal)	<input type="checkbox"/>	<input type="checkbox"/>
7	Linkage details (Put TM details in case no linkage)	<input type="checkbox"/>	<input type="checkbox"/>
8	Mobile number on the, Application form and RM assessment is the same	<input type="checkbox"/>	<input type="checkbox"/>
Document Checklist			
1	PAN Card Copy (Signed by the Candidate & TM with OSV)	<input type="checkbox"/>	<input type="checkbox"/>
2	Identity Proof : (either of the documents listed below- Proof must be signed by Candidate & TM with OSV) <input type="checkbox"/> Valid Passport <input type="checkbox"/> Pan Card <input type="checkbox"/> Valid Driving License <input type="checkbox"/> Aadhar Card <input type="checkbox"/> Employers certificate <input type="checkbox"/> Bank Certification <input type="checkbox"/> Bank statement* /Bank pass book* (*Bank statement /Bank pass book - Should not more than 3 months old) <input type="checkbox"/> Voters ID Card	<input type="checkbox"/>	<input type="checkbox"/>
3	Address Proof: (either of the documents listed below- Proof must be signed by Candidate & TM with OSV) <input type="checkbox"/> Valid Passport <input type="checkbox"/> Valid Driving License <input type="checkbox"/> Electricity Bill* <input type="checkbox"/> Telephone Bill* (Only landline) <input type="checkbox"/> Bank Certification <input type="checkbox"/> Aadhar Card <input type="checkbox"/> House Allotment Letter <input type="checkbox"/> Rent Agreement/Leave License Agreement <input type="checkbox"/> Bank statement* /Bank pass book* (*Electricity Bill/Telephone Bill/Bank statement /Bank pass book - not older than 3 months)	<input type="checkbox"/>	<input type="checkbox"/>
4	Age Proof: (either of the documents listed below- Proof must be signed by Candidate & TM with OSV) <input type="checkbox"/> PAN Card <input type="checkbox"/> Passport <input type="checkbox"/> Valid Driving License <input type="checkbox"/> Aadhar Card <input type="checkbox"/> SLC <input type="checkbox"/> Birth Certificate	<input type="checkbox"/>	<input type="checkbox"/>
5	Proof of Education Qualification provided by the Applicant (Min. Education Qualification - 12th Passed) <input type="checkbox"/> Class XII <input type="checkbox"/> Graduate <input type="checkbox"/> Post Graduate	<input type="checkbox"/>	<input type="checkbox"/>
6	Letter of engagement fully filled & signed each page by CDA (stamped for Non-individual CDA)	<input type="checkbox"/>	<input type="checkbox"/>
7	Non-individual Applicant - Additional proofs required <input type="checkbox"/> HUF - HUF Addendum <input type="checkbox"/> Proprietor - Proprietorship Document <input type="checkbox"/> Partnership - Partnership Deed <input type="checkbox"/> Compliance Pre-approval <input type="checkbox"/> Company - Certificate of Incorporation / Registration of Certificate / Memorandum & Articles of Association <input type="checkbox"/> Society - Registration Document & Bye laws (Charitable & Housing Society not allowed)	<input type="checkbox"/>	<input type="checkbox"/>
8	Duly completed & signed Pre- empanelment due diligence check list	<input type="checkbox"/>	<input type="checkbox"/>
9	Duly completed & signed RM Assessment Sheet & email approval	<input type="checkbox"/>	<input type="checkbox"/>
10	Duly completed & signed Direct Credit Mandate Form	<input type="checkbox"/>	<input type="checkbox"/>
Additional documents (if applicable)			
1	Proof of Preferred Profile (ID Card/ Membership Card/ Visiting Card)	<input type="checkbox"/>	<input type="checkbox"/>
2	Proof of Office Infrastructure (Photograph of the Office, Property Documents)	<input type="checkbox"/>	<input type="checkbox"/>
3	Proof of Sales Experience (Experience Certificate)	<input type="checkbox"/>	<input type="checkbox"/>

Reason for FTNR

TM Name

TM SAP id

CCE Name

CCE SAP id

TM Signature with Date

CCE Signature with Date



To,
 Name **IndusInd Nippon Life**

Kina Attention: Mr. / Ms.

Date

D	D	M	M	Y	E	A	R
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Subject: Letter of Engagement

This is with reference to your application to be appointed as a Channel Development Associate of IndusInd Nippon Life Insurance Company Limited. The said appointment will take effect upon successful screening of your application and background verification. By applying for the Channel Development Associate you agree to abide by the terms of this "Letter of Engagement" if your application is accepted.

We, IndusInd Nippon Life Insurance Company Limited, a Company incorporated under the Companies Act, 1956 and licensed as an insurance company under the Insurance Regulatory and Development Authority Act, 1999 having its Registered & Corporate Office: Unit Nos. 401B, 402, 403 & 404, 4th Floor, Inspire-BKC, G Block, BKC Main Road, Bandra Kurla Complex, Bandra East, Mumbai - 400051. India. T +91 22 6896 5000. (hereinafter referred to as "INLIC") is pleased to appoint you as our Channel Development Associate (hereinafter referred to as "You" or "CDA") subject to the terms and conditions stipulated in this Letter of Engagement (hereinafter referred to as "LOE"). Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS:

1. INLIC carries on the business of life insurance and related activities, providing a comprehensive range of life insurance products (hereinafter referred to as "Products").
 2. The CDA provides professional services including recommending candidates for recruitment as CDA Technical Advisors and management of appointed CDA Technical Advisors
 3. INLIC is desirous of appointing you for providing professional services as provided in **Schedule I**.
 4. The parties agree that the Letter of Engagement shall supersede all previous agreements/arrangements/understanding/letter of Intent or such other communications. You represent to INLIC that you have/possess the requisite skill, knowledge, experience, expertise, capability to recommend for recruitment and management of the appointed CDA Technical Advisors for INLIC.
- You have agreed to offer your services to INLIC for recommending the prospects for recruitment as CDA Technical Advisors and managing the appointed CDA Technical Advisors who would be involved in procuring life insurance business.

1. DEFINITIONS

- a) **CDA Technical Advisors** (or "your CTAs" as mentioned subsequently in this letter of engagement) mean persons appointed as Insurance Advisors / Employees / Part Time Employee or any other entity where CDA has provided assistance in reference generation for recruitment and management of the individuals/ entities thus recruited by INLIC on your recommendation and engaged and /or managed by You, in accordance with the terms of the Letter of Engagement, such persons working under the supervision of you for the solicitation and servicing of INLIC products.
 - b) **CDA** means any individual / partnership firm / HUF/ Company providing professional services towards recommending for recruitment and management of the appointed CDA Technical Advisors but cannot be an individual Advisor and/or any insurance intermediary in INLIC
 - c) **Family***- Spouse, Parents & children
 - d) **Affiliate** Companies shall include:
 - i. Any company which is the holding company or subsidiary or group company of INLIC, or
 - ii. Any company under the control of or under common control with INLIC, or
 - iii. Any company, in which 26% of the voting rights of stocks and securities, INLIC has a direct or beneficial interest.
 - e) **Recruitment of licensed Agents** means the process of recruiting persons suitable and / or with the potential to be successful Licensed Insurance Agents of INLIC, in terms of the statutory and regulatory (IRDAI) requirements as well as the Company's standards.
 - f) **IRDAI** shall mean Insurance Regulatory and Development Authority of India.
 - g) **Management of Appointed CTAs** means the ongoing and continuous endeavour that such appointed CTA manages to solicit or support insurance business as per the Terms of Agreement and remains active in terms of production of insurance policies for INLIC and also performs his duties and obligations lawfully, efficiently and conforming to the IRDAI's Rules and Regulations, as maybe prescribed from time to time.
 - h) **Applicable Law** shall mean all laws, rules, regulations, statutes, codes, ordinances, case law, judgments, decrees and consent orders, and requests, demands, directives or rulings by governmental, semi/quasi-governmental or regulatory agencies, applicable to the Parties where they are located or doing business or which otherwise apply to the Services.
 - i) **Letter of Renewal shall mean, a letter or email signifying INLIC's intention to extend the term of appointment for further period with or without modification to the existing terms.**
 - j) **Losses** shall mean claims, losses, liabilities, obligations, payments, damages, charges, fines, penalties, costs and expenses including reasonable attorneys' fees and costs and expenses resulting from any claim, demand, action, suit or similar proceeding.
 - k) **Taxes** shall mean service tax, sales tax, value added tax, income tax or other taxes, by whatever name they are called or known or applicable to this Agreement.
 - l) **Statute or Statutory provision** means any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted from
- *Any exception to be approved by Channel head, Compliance & Risk

2. APPOINTMENT

- 2.1 INLIC appoints you for the period of Five (5) years from the date of appointment. This appointment may be extended for further periods by INLIC by way of Letter of Renewal
 - 2.1.1 For New CDA : INLIC appoints you for the period of Five (5) years from the date of appointment. This appointment may be extended for further periods by INLIC by way of Letter of Renewal
 - 2.1.2 For existing CDA: This letter of engagement shall supersede and replace the existing letter of engagement and the duration of your appointment shall be extended for a further period of five (5) years from the date indicated in the letter of renewal as referred under clause 2.1 above
- 2.2 You shall manage and guide the CTAs to procure life insurance business for INLIC and also ensure strict adherence to the Insurance Act, 1938 as amended from time to time, the Insurance Rules, 1939, IRDA Act, 1999 and its Regulations, circulars, notifications and guidelines issued from time to time.
- 2.3 You shall be allowed to engage other consultants with prior approval from INLIC for discharge of obligation under this LOE .
- 2.4 You shall place the words "Channel Development Associate" (or such words as may be specified by INLIC) on your / its visiting cards

3. REPRESENTATIONS AND WARRANTIES OF THE CDA

You hereby further represent and warrant to INLIC as follows:

- 3.1 You have the necessary skills, knowledge, experience, expertise, capital, net worth, adequate and competent personnel, systems and procedures to duly perform its obligations in accordance with the terms of this Letter of Engagement and to the satisfaction of INLIC.
- 3.2 You have not and will not violate, breach any covenants, stipulations or conditions of this Letter of Engagement.
- 3.3 You have complied with all the laws, rules and authorizations issued by the central, state and local authorities and taken all required permissions for performing your obligations under this Letter of Engagement.

4. UNDERTAKINGS OF THE CHANNEL DEVELOPMENT ASSOCIATE

- 4.1 You hereby agree and undertake to INLIC that you shall operate the Business strictly in accordance with the terms stipulated in this Letter of Engagement and instructions/ guidelines/procedures/processes prescribed by INLIC from time to time.
- 4.2 Ensure that you will arrange the necessary adequate infrastructure to fulfil all obligations contained in this Letter of Engagement.
- 4.3 Assist in the engagement of prospects for INLIC who shall be appointed by INLIC as Advisors / Employees / Part-time Employees thereof and thereafter you shall be responsible for management of such CTAs as also to monitor/ review their progress so as to improve their long-term efficiency, productivity and output.

CDA Signature

- 4.4 Undertake to thoroughly verify the background of the CTAs to ensure their integrity and honesty and provide suitable reports to INLIC from time to time.
- 4.5 Ensure that your CTAs shall at all times conduct themselves within the parameters of all applicable laws and shall not commit or permit the commission of any offence.
- 4.6 Immediately notify INLIC in writing if:
- any of the CTAs have committed any act amounting to moral turpitude; or
 - any of the CTAs have committed any violation of the Regulations; or
 - any circumstances arise which has the effect of preventing or impairing the ability of the CTAs or any of them, as the case may be, to perform its obligations or their registration as Insurance Advisors in accordance with the Regulations
- 4.7 Call for regular meetings of the CTAs from time to time to review the performance of the CTAs and supervise the conduct of Business by the CTAs.
- 4.8 Promptly notify INLIC of all complaints and claims received by you against any of the CTAs from the policyholders of INLIC, under or in connection with the Products, without making any admission of liability thereof.
- 4.9 Not publish or circulate or cause to be published or circulated any advertisement, pamphlet, documents, brochure, literature, notice or other printed material concerning INLIC or of the business or Products of INLIC without prior approval from INLIC.
- 4.10 Maintain the service standard and ensure that the CTAs maintain the service standard, as laid down by INLIC.
- 4.11 Maintain all the registers required to be maintained under the various laws and enactments. You shall also maintain relevant and adequate records in respect of the CTAs, providing necessary information in respect of the performance of the CTAs, such records shall be accessible by INLIC after providing reasonable notice to you.
- 4.12 Ensure compliance with the provisions of this Letter of Engagement or instructions issued by INLIC from time to time.

5. AREA OF OPERATION

You are authorized to provide the services under this contract all over India. INLIC shall have absolute power to supervise this arrangement and /or to deal directly with CTAs appointed on your recommendation and/or managed by you and such Policyholders of INLIC.

6. NO EMPLOYMENT RELATIONSHIP

- 6.1 Should you decide to engage any staff or other person (s), such staff or other persons shall not be or be deemed to be engaged or employed by INLIC or by you on behalf of INLIC and any costs and / or expenses incurred as a result of such staff or other person(s) being engaged shall be your sole responsibility.
- 6.2 You shall not engage or hire any person on behalf of INLIC, except as provided under this letter of engagement. You shall be solely responsible for any such engagement or hiring.
- 6.3 It is hereby mutually agreed and declared that nothing contained herein shall constitute or be deemed to be or is intended to constitute you as an Licensed Agent of INLIC or to create the relationship of employer and employee whether expressly or impliedly, between INLIC and you or any of the persons under its charge, which shall include Advisors. Nothing contained herein shall be deemed to constitute a partnership between the parties hereto.
- 6.4 It is hereby expressly declared that neither party shall at any time enter into a contract in the name of or purporting to be made in the name of the other party and / or by any act, pledge the credit of the other party or impose or attempt to impose any contractual obligations on the other party. Further, neither party shall make any representation or give any warranty on behalf of the other party.

7. INDEMNITY

- 7.1 You hereby agree to indemnify INLIC to the extent of any losses, damages, costs and loss of reputation suffered by INLIC due to the non-compliance of all applicable laws, rules and regulations and any directions issued by INLIC from time to time.
In the event that you are in breach of the above, you shall pay to INLIC by way of liquidated damages. This provision shall be without prejudice to either party's ability to seek injunctive relief.
- 7.2 In no event shall INLIC be liable for any indirect, special or consequential damages which may arise under this Letter of Engagement.

8. RESTRICTIONS ON THE CHANNEL DEVELOPMENT ASSOCIATE

- Unless otherwise agreed to by INLIC, you shall:
- 8.1 Not use the name or corporate logo of INLIC or any part thereof except as authorized by INLIC in writing and cause and ensure that Advisors do not do the same.
- 8.2 Not make any change whatsoever in its constitution / alter its share holding pattern in any manner whatsoever without prior written intimation to INLIC.
- 8.3 Not do or omit to do any act or thing which may in the sole opinion of INLIC bring the name of INLIC into dispute or damage or conflict with the interests of INLIC, shall cause and ensure that CTAs do not do the same.
- 8.4 Not to work in a manner which in the sole opinion of INLIC may be detrimental to the interests of INLIC and which affects the business, and cause and ensure that CTAs do not do the same.
- 8.5 Not to receive money in any form either by way of collection of premium or commission or brokerage from any customer or INLIC or from any third party for sourcing insurance business,
- 8.6 Not to use the information provided by INLIC or its appointed CTAs for the benefit of any other entity or use the same for commercial gain other than for the purpose of this Letter of Engagement, and cause and ensure that CTAs do not do the same.
- 8.7 Not to issue, make, alter, vary or discharge any contract, policy or receipt, not waive any forfeiture, nor incur any liability against INLIC, nor receive any monies due or to become due to INLIC.

9. NON SOLICITATION & NON PROCURMENT

You shall not solicit insurance business, nor shall you engage in any activity of insurance risk underwriting, insurance claims management or such other functions that are discharged by INLIC as insurer.

10. ADVERTISING

- 10.1 You may, subject to prior approval of INLIC on the content, advertise in your area of operation for recruitment of CTAs

11. PERFORMANCE OF SERVICE

- 11.1 CDA shall employ its best efforts and provides all necessary resources to perform its service and other obligations as mentioned in this LOE and its annexure and/or other applicable standards and/or documented procedures and/or process, which are subject changes/modifications according to the "INLIC" present and future business requirements from time to time and / or any other prevailing legal enactments and the Rules, Regulations, Circulars, etc thereof. The CDA shall discuss and review the progress and status of the current / and all assignments, on a regular basis as agreed and in addition as and when required with "INLIC".
- 11.2 Failing which the "INLIC" shall be the Authority to decide for penalties such as, termination of services and/or recovery of any damages and/or losses arises due to the non performance or non compliances of this agreement and its schedules and/or other applicable standards and/or documented procedures and/or process and/or any other prevailing legal enactments and the Rules, Regulations, Circulars, etc thereof. "INLIC" is empowered to levy additional penalties, if any, with or without interest, considering all available legal recourses.
- 11.3 CDA shall be subject to performance evaluation on an annual basis as defined in CDA Earning Opportunity Plan and CDA needs to abide by the decisions taken by INLIC.

12. REMUNERATION AND PAYMENT

- 12.1 You shall be entitled to Service fees towards the services specified in Schedule I and fees specified in Schedule II. All such fees are exclusive of Service Tax/GST and INLIC may reimburse the payment of such Service Tax/GST paid by you subject to the submission of tax invoice. INLIC shall not reimburse any such payment of Service Tax/GST if the same is not claimed / raised by you within 6 months from the corresponding month for which such reimbursement is claimed.
- 12.2 You shall be solely liable for the payment of all past, present and future Central, State and local levies, taxes, duties, fines and penalties (including without limitation sales taxes, value added taxes, excise duties and customs duties, Service Tax, GST if any) as may become due and payable in relation to the services rendered by you.
- 12.3 All payments shall be made to you after making statutory deductions, if any. INLIC shall also have the right to set off, deduct and recover from the fees/incentives or any other amount payable to you, any and all amounts which you are liable to pay to INLIC under this Letter of Engagement.

- 12.4 You shall immediately reimburse any amount which has been inadvertently paid to you. In the event of any delay in reimbursing the said amount you shall be liable to pay interest @18% p.a. on the said amount.
- 12.5 All payments are subject to submission of correct invoices.

13. INSPECTION AND RIGHT TO AUDIT

- 13.1 You shall continuously maintain accurate accounts and records of yours and the CTAs, statement of all your operations and expenses and the operation of the CTAs all the time and submit a statement/ report in the manner specified by INLIC.
- 13.2 You shall allow INLIC or any of its authorized representatives to inspect, audit for the purpose of accounts, service and management and take copies of any records, which are directly or indirectly connected with your obligations and the obligations of the CTAs under this Letter of Engagement.
- 13.3 You shall co-operate in good faith with INLIC to correct any practices, which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report of INLIC. However, upon discovery of any discrepancies or underpayment, you shall reimburse INLIC for such discrepancies or overcharges.
- 13.4 The CDA agrees to give the authorized representatives of IRDAI the right to:
- (i) examine the books, records, information, systems and internal control environment of the CDA, to the extent that they relate to the services provided by the CDA under this Letter of Engagement.
 - (ii) access any internal audit reports or external audit findings that concern the services being provided under this Letter of Engagement.
- 13.5 This Letter of Engagement shall neither prevent nor impede INLIC from meeting its respective regulatory obligations, nor the IRDAI from exercising its regulatory powers of conducting inspection, investigation, obtaining from either the CDA or INLIC.

14. CONFIDENTIALITY

- 14.1 Any information furnished by INLIC including but not limited to its corporate structure, corporate information, products, operations, clientele, customers, marketing documents, partners, CTAs, trade secrets, copyrights, patents, or the similar shall be construed to be Confidential Information of INLIC and its ownership shall vest with INLIC.
- 14.2 Except with the prior written consent of INLIC, you shall not during the subsistence of this Letter of Engagement and for a period of two years from the date of expiry or termination of this Letter of Engagement, reveal, disclose, publish, or use, the Confidential Information in any manner or to any third party, person, company or firm.
- 14.3 Upon expiration or termination of this Letter of Engagement for any reason, you shall forthwith return all information including but not limited to documents, confidential information, correspondence, data CD, software, all records (in any form, format, or medium) containing or relating to the business and items of similar nature provided by INLIC.
- 14.4 Any breach of this clause shall render you liable for legal action including immediate termination of this Letter of Engagement by INLIC. The provisions of this Clause 14 shall survive the expiration or termination of this Letter of Engagement.

15. BUSINESS CONTINUITY MANAGEMENT

The CDA shall abide by the Business Continuity Policy of INLIC as amended from time to time.

16. EXCLUSIVITY

You hereby warrant, undertake and confirm that you shall exclusively provide the services as agreed between the parties and shall not provide the same services in whatsoever manner to any other company/ association/ partnership/ proprietor during the subsistence of this Letter of Engagement without getting the prior written consent of INLIC.

17. PROPRIETARY RIGHTS

- 17.1 You agree that the work products including but not limited to all information, reports, studies, software, (including source codes, object codes and executables), flow charts, diagrams, and other intangible and tangible material of any nature whatsoever produced by or as a result of any of the services rendered hereunder shall be the sole and exclusive property of INLIC. In furtherance thereof, you irrevocably grant, assign, and transfer to INLIC all rights, title and interest of any kind, in and to any work product produced hereunder. You shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted in writing by INLIC.
- 17.2 INLIC warrants that information imparted by you with respect to your Business operations, business strategies, organizational data, service terminology have been developed by you over a period of time and are your proprietary information and the same shall not be directly or indirectly utilized by INLIC for its business other than as provided in the Letter of Engagement.

18. TERMINATION AND EVENTS OF TERMINATION

Without prejudice to any other remedies available under this Letter of Engagement or under common law, INLIC may terminate this Letter of Engagement with or without cause. You shall have the right to terminate this Letter of Engagement by giving one month's notice to INLIC. On the occurrence of any of the events specified below INLIC shall be entitled (without prejudice to any other right or remedies which INLIC may have under this Letter of Engagement or otherwise in law), to terminate this Letter of Engagement:

- a. If you fail or neglect to observe or commit or allow to be committed any breach of the terms, conditions, provisions or stipulations of this Letter of Engagement, on its part to be performed and if such breach is remediable, fails to remedy the same within a reasonable time.
- b. If any of the undertakings and representations made by you are found to be false or wrong.
- c. If you do or suffer any act or thing in the consequence of which the business or the reputation of INLIC is adversely affected.
- d. If you by your act/s or omission/s give INLIC reasonable grounds to believe that its rights may be prejudiced or jeopardized.
- e. If you fail to achieve the recruitment targets set out by INLIC for the duration stipulated.

19. ASSIGNMENT

This Letter of Engagement shall be assignable by INLIC in whole or in part to any successor or affiliated company, however, you will not assign or purport to assign any right or interest, which you may have herein without the prior consent of INLIC. Such consent by INLIC to any assignment shall not create or give any acknowledgement or responsibility on the part of INLIC as to the validity, effect or sufficiency of such assignment.

20. RESOLUTION OF DISPUTES

- 20.1 If there is any dispute or difference of opinion between the Parties in respect of any matter arising hereunder or any rights or obligations hereunder (hereinafter referred as "Dispute"), then either Party may promptly notify the other Party of the nature of such Dispute. Both Parties' designated representatives shall cooperate in good faith and make a reasonable effort to promptly resolve such Dispute within a period of fifteen (15) days from the date of receipt of notice of the Dispute by the other Party. During such dispute, the Parties shall continue to meet their respective obligations hereunder without prejudice to their respective rights with respect to such disputed items. If such Dispute is not resolved after such meetings, then either Party may pursue any and all remedies available under this Letter of Engagement.
- 20.2 All Disputes under this Letter of Engagement that have not been resolved as set forth in Clause 20.1 hereinabove shall be resolved by arbitration in Mumbai. A sole Arbitrator appointed with mutual consent by both the parties shall conduct arbitration under the Indian Arbitration and Conciliation Act, 1996 or any re-enactment or modification thereof. Each Party shall bear its own cost of preparing and presenting its case. The award of the Arbitrator shall be a reasoned award and shall be final and binding on the Parties. The Arbitration shall be conducted and the award shall be rendered in English language.
- 20.3 Each Party agrees that, in the event of a breach or threatened breach of any of the provisions of this Letter of Engagement or if the Party in good faith believes that immediate equitable relief is necessary to protect its interests against irreparable harm, in addition to and not in limitation of, any other rights, remedies or damages available at law or in equity, the other Party may be entitled to equitable relief, including a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or restrain any such breach or to protect its interests against such harm.
- 20.4 Subject to Clause 20.2 hereinabove, the terms and provisions herein contained and all the disputes or claims relating to this Letter of Engagement shall be governed by, interpreted and construed in accordance with the laws of India. The courts of Mumbai shall have jurisdiction in respect of any such disputes or claims.

21. LEGAL COMPLIANCE

- 21.1 This LOE shall be governed by and construed in accordance with the laws of India.

- 21.2 CDA shall comply with Applicable Law in discharge of its obligations under this Agreement. At "INLIC"'s request, the CDA shall fully cooperate with all requests, demands and rulings by regulatory body governing "INLIC".
- 21.3 The CDA shall comply with, or ensure that its employees or representatives shall comply with, Insurance regulatory and development authority regulations guidelines and other applicable guidelines framed by the Government of India from time to time.

22. WAIVER

The failure of a party to enforce any provision of this Letter of Engagement shall not constitute a waiver of such provision or the right of such party to enforce such provision and every other provision.

23. SEVERABILITY

The invalidity in whole or in part, of any section or paragraph of this Letter of Engagement, pursuant to any law or any order or decree of any court or authority, shall not affect the validity of the remainder of this Letter of Engagement.

24. NOTICES

All notices, communications, requests to be given or made to any of the Parties hereto shall be in writing and / or in electronic form. Such notice, communications, requests shall be deemed to have been given or made when it is delivered by hand or facsimile or in electronic form within four (4) working days after it is made at such Party's address or email address.

Yours Sincerely,

For and on behalf of IndusInd Nippon Life Insurance Company Limited

(Authorized Signatory)

Schedule I

Channel Development Associate Categories

List of Services agreed :

- a. Recommending prospects for recruitment as CTAs / CDAs ((as Model Hierarchy)
- b. Management of the appointed CTAs so recommended by you to ensure that they sell life insurance products of INLIC. The fees will be paid within 75 days after receiving the undisputed and correctly rendered invoice

Schedule II

As an entrepreneur, the Channel Development Associate, is entitled to receive fees as per the approved CDA Earning Opportunity Plan of the company as may be approved from time to time

Channel Development Associates (CDA) would not be allowed to source business on their own. He would only assist in the engagement of prospects for INLIC who shall be appointed by INLIC as Agent, Employees, Part time employee or any other entity where CDA has provided assistance in reference generation for recruitment and management of the individuals / entities thus recruited by INLIC.

Disclaimer: The contents of this document are sensitive and confidential and restricted to employees of IndusInd Nippon Life Insurance Company Limited ("INLIC") and Channel Development Associates ("You" or "CDA"). The contents hereof are the Property of You and/or INLIC, and may be legally privileged. Confidentiality of these contents must be preserved and not disclosed, copied or disclosed unless authorized and consented by the sender. This document and its contents are for the use and benefit of You and / or INLIC Employees and specifically authorized personnel only.

CDA Signature

Direct Credit Mandate

Please fill the details in the table below and submit to the customer executive (CE) of your branch

Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

All fields are mandatory

CDA Details

IndusInd Nippon Life Branch															
CDA Name															
CDA Code				Date of Birth	D	D	M	M	Y	Y	Y	Y			
Ph. No. (with STD code)	STD ISD Code	L	A	N	D	L	I	N	E	M	O	B	I	L	E

Bank Account Details

Name as in Bank Account																									
Bank Name	B	A	N	K	N	A	M	E																	
	B	R	A	N	C	H	N	A	M	E															
	A	C	C	O	U	N	T	N	O.	I	F	S	C	C	O	D	E	M	I	C	R	C	O	D	E

(The above details are available on the face of the cheque. If not please speak to your concerned bank and get the details)

I hereby declare that the details listed above are true and I have no objection if IndusInd Nippon Life Insurance Company directly credits the commission amount in the bank account mentioned above.

Signature of the CDA

I confirm that I have verified the CDA's signature with ID proof- Branch CE Signature & Stamp _____

Instructions

CDAs signature to be taken on cancelled cheque. Cancelled cheque should bear the name of the CDA/account holder and IFSC /RTGS /NEFT code. In the absence of these details, the CDA needs to submit a recent bank statement of the same Bank Account. The bank A/C number should be visible & clear (please do not cross on A/C number). If such details are not available direct credit would not be an option

Please attach cancelled cheque here and then scan the form

----- For office use -----

Upload the scanned image of this form in ECRM

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