

TERMS AND CONDITIONS

ONLINE INTERMEDIARY INTERFACE SERVICE

Royal Sundaram General Insurance Co. Limited, company registered under the Companies Act 1956, having its registered office at No. 21, Patulous Road, Chennai 600 002 and its Corporate Office at No. 2/319, Rajiv Gandhi Salai (OMR), Karappakkam, Chennai - 97 (hereinafter called “RS” which expression shall include its Successor and Assignees.

<Name> (hereinafter called “the Intermediary” which expression shall include its Successors & Assignees.

The parties herein agree that this agreement shall be effective from the date of execution and valid till the time it is agreed to be in force by the parties herein or terminated by either Party as per the terms of this agreement

WHEREAS:

- A. RS is a limited company incorporated under Companies Act, 1956 licensed by the Insurance Regulatory & Development Authority for carrying on general insurance business in India.
- B. The Intermediary warrants that it is authorised to avail for its Clients insurance products and services including those of RS.
- C. RS has developed an Online Intermediary Interface Service through which Policies of Insurance relating to Motor Insurance, as permitted by the insurer, may be obtained by the Intermediary from RS for its Clients.
- D. The RS shall provide wherever necessary technical training and support for Staff Members of the Intermediary to access the Service for data entry and processing.
- E. The RS sets out the mechanics of issuance and procedures of use of “Personal Access Combination”.
- F. The RS’s authorized signatory’s scanned signature will be embedded in the policy documents availed and generated through the Service.
- G. The Intermediary shall comply fully with the underwriting guidelines of RS when accepting new business and renewing policies as specified by RS from time to time.
- H. The Intermediary shall accept from its clients, payment towards policy and process policy documents in accordance with the underwriting or other guidelines as provided by RS from time to time.
- I. The manner of settlement of account is in accordance with the signed agreement which the parties herein would be executing.

1. Definitions

“Online Intermediary Interface Service” (referred to in this Agreement as the Service) means the system provided by the RS to enable the Intermediary to access and utilise agreed services provided by the RS, using technology -based communications.

“Policy Document” means insurance policy schedule, insurance certificate, renewal endorsement, policy attachments and bank assignments.

“New Business” means Policy availed otherwise than as Renewal Business through the Service .

Renewal Business” means renewal of an existing policy already held with RS by the Client.

“Account” means an account of the Intermediary with the RS.

“Client” means a client of the Intermediary for whom Policy is availed through the Service.

“Personal Access Combination” means the User ID and password to be utilised by a Staff Member in order to access the Service.

“Authorised Person” means those employees of the intermediary who have been expressly authorised by RS in writing to access the PAC.

“Staff Member” means any principal, partner, director or employee of the Intermediary or outsourced agent who is authorised by RS on application by the Intermediary to use the Service.

“Proposal Form” shall mean such Form as may be indicated or specified by RS from time to time, which shall be obtained by the Intermediary fully completed and duly signed by any Client for the purpose of obtaining Policy through the Service.

“Business Hours” means 9:00 a.m. to 5:30p.m. Monday to Friday.

“Online Intermediary Interface Service User Manual” means a set of procedures (prepared by the RS) to follow for data entry, processing and report generation.

2 Access to the Service

2.1 It is hereby agreed and understood that access and use of the Service by Intermediary shall be only through Staff Members in respect of whom authorisation has been obtained from RS

2.2 Access Controls and Procedures shall be accessed by authorised persons of, Intermediary and they shall be responsible for strict adherence and compliance with the same and shall ensure that the Service is used only through individual Staff Members who are directly employed by such intermediary and such authorisation shall be given by RS in writing.

2.3 The RS agrees to make the Service available to the Intermediary subject to the terms and conditions of this Agreement and as per the Acceptable Use Business Control Policy attached herewith. Usage of

the Service indicates the agreement of the Staff Members and of the Intermediary to be bound by the terms and conditions.

- 2.4 The RS may in its absolute discretion refuse to accept a request for the Services after assigning reasons to the Intermediary and providing mutually acceptable time to rectify and implement.
- 2.5 The Intermediary shall not by itself or through Staff Members or anyone generate, create, modify or issue any document purporting to be a Policy or contract of insurance, except as mechanically generated through use of the Service containing the embedded digital signature on behalf of RS.
- 2.6 The Intermediary undertakes to comply strictly with the conditions of this Agreement and to indemnify the RS in respect of any loss or damage, which may arise as a consequence of the noncompliance by the Intermediary with these conditions or otherwise.
- 2.7 RS shall not be liable to Intermediary in any circumstances for any special, indirect loss or any loss of data or loss of profits suffered or incurred during the service.

3 Security Conditions

- 3.1 The Intermediary shall try to keep each PAC safe and shall not divulge it to any other person or note the PAC in any place where it would be intelligible or otherwise accessible to a third party or do or omit to do anything else that might enable irregular or unauthorised access to or utilisation of the Service.
- 3.2 The Intermediary shall immediately notify the RS if
- A PAC is revealed to another person or is otherwise compromised, or
 - Unauthorised or irregular activities or transactions are recorded in relation to an Account, only within the knowledge of the Intermediary
 - An employee of the Intermediary with access to the service leaves the Intermediary's employment
- 3.3 The departure of a Staff Member of the Intermediary may create risks as to the security of the information obtainable from the Service. Accordingly, it is the duty of the Intermediary to notify the RS immediately upon the cessation of the employment of a Staff Member. The RS will use its best endeavours to disable the relevant PAC of the Staff Member immediately and within one working day of notification. Nonetheless, it will remain the obligation of the Intermediary to ensure the security of the Service and to keep the RS indemnified in that respect. RS will ensure that the PAC is designed to force change of password every week by default. This will ensure a better control on PAC usage.

4 Authority to RS

The Intermediary authorises and instructs the RS to act on all instructions and requests that are received through the Service provided that the instructions and requests are made by use of the relevant PAC.

- 4.1 Although instructions or requests received through the Service will normally be processed automatically, if, during such processing, the RS believes that the instruction or request is irregular or unauthorised, it may terminate such processing, after seeking a clarification from the Intermediary.
- 4.2 Duly authorised staff of the RS will have access to Intermediary data contained on the Interface for the purpose of enabling the RS to service the business requirements of the Intermediary. The PAC used by RS staff for this purpose will be customised so as to permit only the level of access appropriate to the RS employee's business needs.

4.3 RS shall be entitled to Audit all the transactions done using this online interface service.

5 Intermediary Obligations

5.1 The Intermediary shall submit hard copy of policy documents, including signed Proposal Form and other deliverables as may be specified by RS from time to time for all new and renewal business processed, together with a list of all the transactions, as provided by the Online Intermediary Interface Service issued during the previous day duly signed by the authorised signatory on the following day.

5.2 The Intermediary shall provide and maintain at its own expense any device needed to access the Service

5.3 All costs incurred by the Intermediary in accessing and utilising the Service including the cost of online access shall be at the Intermediary's own expense.

5.4 All security incident should be reported to Royal Sundaram' at the earliest possible time.

5.5 The Intermediary shall indemnify and keep RS fully indemnified for the entire amount of any direct or indirect loss suffered by RS arising from, traceable or attributable to any unauthorised, wrongful or improper use of the Service including the misuse of authority in pursuance hereof or the breach of this Agreement either by the Intermediary or its Staff Members.

6 System Availability

6.1 Although it is intended that the Service will be available to the Intermediary during business hours and that user support will be available during business hours, there will be occasions when, due to technical, security, maintenance, administrative or other reasons (whether within the control of the RS or not) some or all of the services normally available through the Service will not be available including during government declared holidays. Accordingly, the RS may from time to time, without incurring any liability to the Intermediary, temporarily suspend any or all of the services for such periods as the RS shall determine provided that the Intermediary is notified in advance within a reasonable time.

6.2 The RS shall have the sole and absolute discretion/authority to add to, withdraw, suspend, amend or otherwise control or regulate access to the Service as it deems necessary. Further RS shall have right to inspect the intermediary's system and controls on periodical basis to satisfy itself if checks and procedures implemented by Intermediary are in order.

7 Termination

The RS reserves the right to terminate the entitlement of any Intermediary to access and utilise the Service by writing by post, fax or email or telephoning or sending a communication by any other means (electronic or otherwise) to the Intermediary:

- At any time subject to giving at least ten days notice to the Intermediary, and
- Forthwith on the breach, non-performance or non-observance by the Intermediary or Staff Member of any of these conditions or the operating instructions or any other agreement with the RS, and
- Forthwith on the insolvency or other contractual incapacity of the Intermediary.
- With immediate effect as & when there are Regulatory changes or directions to that effect from the Authorities concerned.

7.1 The Intermediary reserves the right to cease to utilise/access the Service, by writing, by post, fax or email or telephoning or sending a communication by any other means (electronic or otherwise) with the reason of such cessation at any time subject to giving at least ten day notice to RS.

8 Disclosure of Information and Data Protection

8.1 The RS will retain the information provided by the Intermediary for the purposes of registration, managing and administering the policies, reporting and data analysis and other related businesses.

8.2 The RS may provide any information concerning the Intermediary and its Client:

- To any assignee, transferee, or successor and their respective officers, employees, agents and advisers, and
- To any other member of the ~~R&SA worldwide group~~ **the Joint Venture Partner or Promoter Group** for group reporting and analysis, and
- To any person with whom the RS has entered into or proposes to enter into contractual relations in relation to the Account or who provides or proposes to provide services to the RS in connection with an Account and their respective officers, employees, agents and advisers.
- If so is required to be made by law.

9 The Interface

9.1 The information, content, graphics, text, sounds, images, trademarks, trade names and logos owned by RS (the "Materials") contained on the Service are protected by copyright and other intellectual property laws under national laws and international treaties. Any other use of the Materials in the interface without the prior written permission of the RS is strictly prohibited and is in violation of the Proprietary rights of the RS.

10 Security

While the RS has taken all reasonable security precautions, the nature of communication by the interface and other electronic means is such that the RS cannot guarantee the privacy or confidentiality of any information relating to the Intermediary passing by such methods. In accessing the Service and in availing of the services, the Intermediary accepts that communications may not be free from interference by third parties and may not remain confidential. The use of the Service is at the Intermediary's sole risk.

The Intermediary hereby waives any right they may have to sue or claim against RS for breach of confidentiality or disclosure of information or to be indemnified against any losses or damages that they may have sustained therefrom.

11 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the India.

Courts in Chennai shall have exclusive jurisdiction in respect of any proceeding under this Agreement.

Any dispute, controversy or claim arising out of or relating to this Agreement or the validity, interpretation, breach or termination thereof, including claims seeking redress or asserting rights under

the applicable law, shall, be resolved and finally settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended from time to time or its re-enactment. Such Arbitration proceedings shall be presided over by a sole Arbitrator, to be appointed by RS.

The venue of the Arbitration shall be at Chennai and proceedings shall be held in English language only.

Eligibility: To become an Influencer (Insurance POS Agent), the applicant must be at least 18 years old, possess a valid PAN card and should be at least 10th standard pass and the applicant should not be engaged with any other insurer or insurance intermediary as a POSP.

Communication: you will be contacted by RS via email, SMS, Whatsapp, calls or any other print or digital format by RS or third party as appointed by RS and you waive of rights to DND.

Training and Certification: The applicant must complete the required 15-hour training program as specified by the insurance company and pass the relevant certification exam before becoming a licensed Influencer (Insurance POS Agent).

Appointment with Insurance Company: Upon successful completion of training and certification, the applicant will be appointed as an Influencer (Insurance POS Agent) with Royal Sundaram.

Compliance with Regulations: The appointed Influencer (Insurance POS Agent) must comply with all applicable laws, regulations, and codes of conduct governing the sale of insurance products in their jurisdiction.

Product Knowledge: The Influencer (Insurance POS Agent) is responsible for maintaining up-to-date knowledge about the insurance products offered, including coverage options, premiums, terms and conditions, exclusions, and claim procedures.

Disclosure Requirements: The Influencer (Insurance POS Agent) is required to provide full disclosure to clients regarding all material facts related to the insurance products being sold, including any limitations or restrictions that may apply.

Ethical Conduct: The appointed Influencer (Insurance POS Agent) must always conduct themselves in an ethical manner when dealing with clients and adhere to high standards of professional conduct in accordance with industry best practices.

Client Relationships: It is essential for the appointed Influencer (Insurance POS Agent) to maintain positive client relationships by providing accurate information about insurance products and offering excellent customer service while handling client inquiries or complaints promptly and effectively.

Commission Structure: As an Influencer (Insurance POS Agent) receives commissions on sales made through them they are expected not only make genuine sales but also ensure fair practice while making such transactions.

Payout and sum assured limit:

| Sr no. | Product category | Maximum limit of sum assured | Payout % | |
|--------|---|------------------------------|--------------|----------|
| | | | Non-Assisted | Assisted |
| 1 | Motor Package (2-wheeler, private car, and commercial vehicles) | Rs 50 lakhs per risk | 20% | 15.00% |

| | | | | |
|---|---|---|-----|--------|
| 2 | Motor Third Party (2-wheeler, private car, and commercial vehicles) | No limit | 20% | 15.00% |
| 3 | Personal Accident | Rs 50 lakhs per life | 20% | 15.00% |
| 4 | Travel | Rs 3 crores per life/ risk or equivalent currency in foreign exchange | 20% | 15.00% |
| 5 | Home | Rs 50 lakhs per risk | 20% | 15.00% |
| 6 | Health indemnity | Rs 5 lakh per individual | 20% | 15.00% |

- Payout will be paid within 30 days post free look period.
- Policies issued will be considered for the payout.
- Royal Sundaram holds the right to approve or disapprove the policy basis internal guidelines.
- Decision of Royal Sundaram will be final for policy issuance or rejection.
- Such influencers (POS agents) part of the Digital Influencer program will not get renewal payout.
- Employees of Royal Sundaram and their relatives are not allowed to participate in the program.
- Royal Sundaram holds the right to increase or decrease the payout % with 3 days of advance intimation of the change.

I hereby agree to abide by the terms and conditions as provided by Royal Sundaram General Insurance Company. I understand that any violation of the aforesaid terms and conditions may result in the revocation of my access privileges and/or disciplinary action may be taken. I, hereby consent that the mobile number (XXXXXXXXXX) on which the OTP for authorization, will be sent by Royal Sundaram for the purpose of verification and authentication is registered in my name) on which the OTP for authorization, will be sent by Royal Sundaram for the purpose of verification and authentication is registered in my name <name>



[Accept]

[Decline]

Digitally verified through OTP on (<Time and Date>)

Name: <Name>

Place: <City>

Intermediary Signature

Date: <Date and time of document generation>

Signed by

On behalf of the RS duly Authorised