

Terms and Conditions applicable to Insurance Agents of Aviva Life Insurance Company India Limited

1. General Terms and Conditions

- 1.1. The Agent acknowledges and agrees that the Company has relied on the information and documentation submitted by the Agent to the Company along with the application form and the representations, warranties, declarations and undertakings provided by the Agent.
- 1.2. The Agent has represented and warranted to the Company that all the information and documentation submitted to the Company in and along with the application of the Agent is true, complete and accurate.

2. Representations and Responsibilities

- 2.1. The Agent shall only solicit and procure the insurance policies offered by the Company ("Products") and carry out the required related functions exclusively for the Company and shall not in any manner engage in solicitation or procurement of the life insurance business or renewal of life insurance business (including but not limited to collection of renewal premium) of any other Insurer or work for any other Insurer in any manner whatsoever
- 2.2. The agent has represented to the Company that:
 - (a) He/she is at least 18 years old as on date and possesses the minimum qualification of a pass in 10th standard or equivalent examination conducted by a recognized board/institution;
 - (b) he/she does not suffer from any of the disqualifications specified under the appointment of Insurance Agents Regulations 2016 issued by the IRDAI on 15th April, 2016, as amended from time to time ("Regulations"), and has undergone 25 hours of insurance training and has the requisite insurance knowledge to appear for insurance agency examination that is necessary to solicit and procure life insurance business.
 - (c) there are no disputes, litigations, adverse judgments, orders, injunctions, claims, prosecutions pending/threatened/passed against the Agent, which may have an adverse effect or impede in any manner, the performance of his/her obligations as an Agent of the Company;
 - (d) he/she is not included in the centralized list of blacklisted agents as published by IRDAI from time to time;
 - (e) he/she is not employed with any entity that acts as an insurance intermediary or as an insurance marketing firm nor is an insurance agent of any other life insurance company;
 - (f) he/she has read and understood all applicable laws and regulations including the Regulations and undertakes to comply with the same at all times; and
 - (g) he/she is not a relative of any employee of the Company. For this purpose, the term "relative" shall include spouse, dependent children or dependent step children, whether residing with the employee or not.
- 2.3. On appointment as an Agent during the Term (as defined hereinafter) the Agent shall carry out the following activities:
 - (a) solicit and procure the Products offered by the Company;
 - (b) ensure that any use and/or distribution of any advertising material in respect of the Company or the Products is in accordance with the procedure intimated by the Company from time to time and all applicable laws and regulations;
 - (c) endeavor to conserve the insurance business already secured by the Company;
 - (d) collect the first premium from the customers in accordance with the provisions of applicable law, including Section 64VB of the Insurance Act 1938, as amended from time to time and deposit such premiums immediately with the concerned branch office of the Company in accordance with the provisions of applicable law, including Section 64VB of the Insurance Act 1938, as amended from time to time;
 - (e) undertake all such activities as may be required by the Company from time to time in relation to solicitation and procurement of the Products; and
 - (f) immediately inform the Company in case any of his/her relatives are offered any employment with the Company in any capacity whatsoever.
- 2.4. The Agent shall, with a view to conserving the insurance business already secured for the Company, maintain contact with all persons who have become policyholders of the Company through him/her, and shall:
 - (a) give oral and written notice to the policyholder to ensure that every installment of insurance premium is paid by the policyholder to the Company within the specified time frame for such payment; and
 - (b) endeavor to prevent the lapsing/cancellation of a policy.

3. Obligations of the Agent

- 3.1. During the Term of his/her engagement by the Company the Agent shall:
 - (a) undergo, from time to time, such training and pass such tests as may be specified by the Company and/or as prescribed under the provisions of applicable law, including the Regulations and any other regulations which are issued by the IRDAI or any competent authority from time to time;
 - (b) comply with all provisions of applicable law including, the provisions of the Insurance Act 1938, the Regulations;
 - (c) conduct business with prospective customers and policyholders with the highest standards of honesty and integrity and shall always act in accordance with the 'Code of Conduct' set out in Section 8 of the Regulations read with Schedule I.;
 - (d) maintain good insurance knowledge of general and special policy conditions of all the Products as per the standards required by the Company;
 - (e) comply with the performance standards, benchmarks, targets, instructions and rules in relation to the conduct, performance and activities of the Agent contained herein or as prescribed by the Company from time to time;
 - (f) ensure that the contents of the proposal form are read out and fully explained to the proposer/policyholder and the proposal forms do not carry any over-writings, unwarranted or incorrect additions or deletions;
 - (g) comply with all Operating Procedures' of the Company;
 - (h) convey to policyholders that benefits under the Products is subject to the applicable terms and conditions of the Product and is not guaranteed in all circumstances;
 - (i) use only the authorized methods of advertising, promotion and other written materials provided or authorized by the Company in accordance with applicable law;
 - (j) assist all customers in exercising options and in any general communication that they may have with the Company;
 - (k) maintain books, accounts and records required by the Company and at all times keep them open for inspection by the Company and/or IRDAI;
 - (l) participate in trainings as may be organized by the Company from time to time; and

- (m) immediately inform the Company about any change in his/her personal data, including change in address, contact details, name and surname etc bank account details.
- 3.2. During the term of his/her engagement by the Company, the Agent shall not:
- (a) interfere with any proposal introduced by any other agent of the Company;
 - (b) carry out activities detrimental to the business of the Company;
 - (c) decide on acceptance or refusal of any proposal of a prospective customer;
 - (d) enter into and/or sign any policy or contract of any kind on behalf of the Company;
 - (e) provide a cover note or make any other promise binding the Company;
 - (f) solicit or procure insurance business without holding a valid Identity Card issued by the Company in accordance with Company policies, all applicable laws and regulations;
 - (g) offer to rebate all or part of his/her commissions in order to obtain new business;
 - (h) provide the policyholder with any scheme for deferment of premium payment or change in any manner relating to payment of premiums, the amount, frequency of installments or any other change which is not offered by the Company;
 - (i) duplicate the Company's materials or use them in any way other than as authorized by the Company;
 - (j) accept premium in cash from the customer in excess of the limits specified by the Company or accept any premiums in his/her own name;
 - (k) assist in or personally take away, replicate or misappropriate any policyholder/customer or Company's data, either physically or electronically;
 - (l) engage in the marketing of products over any distance marketing modes; or
 - (m) tie or bundle insurance compulsorily with any other product or service or
 - (n) resort to multilevel marketing for soliciting and procuring insurance policies and/or induce any prospect/policyholder into a multilevel level marketing scheme; or
 - (o) induce the prospect to submit wrong information in the proposal form or documents submitted to the insurer for acceptance of the proposal; or
 - (p) induce the prospect to omit any material information in the proposal form;
- 3.3. The Agent acknowledges and understands that the Company will be making substantial investment in relation to his training and other related activities.
- 3.4. All property, monies, documents, papers received by the Agent for and/or on behalf of the Company shall be received by the Agent in a fiduciary capacity, on trust for the Company, and the Agent shall have no right or lien over the same including no right to set-off the same towards his commission or any other payment due and payable by the Company. Any moneys shall be accounted for promptly and separately from any other moneys including personal moneys of the Agent and shall not be used for any personal or any other purpose whatsoever but shall be immediately, without delay, made over to the Company.
- 3.5. The Agent undertakes to adhere to and always be compliant with all applicable laws and regulations, including the Know Your Customer and Anti-Money Laundering guidelines prescribed by the IRDAI or any other governmental or regulatory authority from time to time.
- 4. Mis-selling**
- 4.1. The Agent shall ensure that Products solicited and procured by him/her have been solicited and procured in compliance with the provisions of applicable laws and regulations.
- 4.2. The Agent undertakes that he/she shall not indulge in mis selling at any time.
- Mis selling shall include any advice, statement, act, omission or practice of, given or made in connection with soliciting and procuring the Products, provided, offered or sold by the Company that:
- (a) are in breach of or in contravention of the applicable laws or regulation; or
 - (b) are in breach of the obligations of the Agent as set out herein and under the Regulations;
 - (c) give rise to any other form of legal liability for the Company, which relates to: (i) the disclosure of the nature of the Products as policies of insurance; (ii) Product projections and illustrations; (iii) deceptive acts or practices or fraud relating to the sales and marketing of insurance or annuities; or (iv) the disclosure, filing and other requirements with respect to any variation in premiums or other charges resulting from the time at which such premiums or charges are paid.
- 4.3. In the event of Mis-selling, the Company reserves the right to recover the following from the Agent:
- (a) damages as mentioned in clause 6.1.9 including any premium refunded to the customer (in case of a Unit Linked Product) adjusted from the fund value payable to him/her along with any compensation or damages paid to the customer.
 - (b) damages as mentioned in clause 6.1.9 including any premium refunded to the customer (in case of a Non Unit Linked Product) and with along with compensation or damages paid to the customer.
- 5. Obligations of the Company**
- 5.1. The company shall provide instructions and training to the Agent, from time to time and acquaint the Agent with all the requirements
- 5.2. The Company shall provide the Agent without undue delay, all necessary information relating to the general and special conditions governing the Products and the types of insurance policies offered by the Company. Notwithstanding anything contained herein, the Company has a right to modify or withdraw existing Products or introduce new Products at its sole and absolute discretion.
- 5.3. The Company shall provide the Agent with application forms, provisional receipts of first premium, promotional material and any other written materials, that the Company, solely at its discretion, considers necessary and desirable at a charge determined by the Company.
- 6. Financial Settlement.**
- 6.1. Commission and Renewal Commission**
- (a) As compensation for the discharge of all his/her functions as per the terms and conditions, the Agent shall receive a commission for the insurance policies and renewal commission for renewal of the insurance policies procured by the Agent from the Company at the specified rates and on terms specified in accordance with the Board approved policy of the Company, as amended from time to time.
 - (b) The Company shall specify the rate at which the commission and renewal commission shall be paid by the Company, including the other benefits, if applicable, as per the board approved policy of the Company. The commission rates will be available on inquiry at the Company's office during the working hours and are subject to change basis the Company's sole discretion by providing fifteen (15) days prior written notice to the Agent. The Company in its own discretion may intimate the change by way of display of notices at the branches, Company's website, through email, the web portal to which the Agent has access or written notice through courier or ordinary post. Intimation by the Company through the above mentioned mode shall tantamount to notice to the Agent by the Company.
 - (c) Agent shall become entitled to receive a commission if a policy contract between the Company and any customer, whose policy has been solicited by the Agent, is executed and the policyholder is issued a policy contract and first premium paid by the customer/prospect is credited into Company's bank account and subject to the expiry of free look period.

- (d) The Agent shall not become entitled to a commission if any policy contract is concluded without the Agent's assistance and where the Agent fails to assist the Company.
- (e) In the event the Company refunds the premium amount, or any part thereof, to a policyholder, in respect of the insurance policy sold to him by the Agent, for any reason whatsoever, the Agent shall be liable to refund to the Company the proportionate amount of the commission paid to him/her for such insurance policy.
- (f) The Agent shall repay to the Company the commission received by the Agent in respect of an insurance policy sold by the Agent, proportionately, if the insurance policy is lapsed or cancelled before the entire premium payable for the first (1st) year of the insurance policy is received by the Company. For avoidance of doubt, it is clarified that the commission paid to the Agent on the first (1st) year premium shall be deemed to have accrued to the Agent only once the policyholder has paid the entire premium for the first (1st) year else a proportionate amount of the commission paid to the Agent for premium received by the Company during the first (1st) year shall be refunded by the Agent to the Company.
- (g) The commission refundable by the Agent to the Company under clause 6.1.5 and 6.1.6 above may be adjusted and, or, set off against the commission or any other amounts payable by the Company to the Agent.
- (h) The Company has a right to collect non-refundable fee including any other charges by whatsoever name called from the Agent, as decided by the Company from time to time, in respect of the expenses incurred by the Company to enable you to become and act as an Agent of the Company, as may be specified by the Company and/or as prescribed under the IRDAI regulations / guidelines applicable to insurance agents from time to time. The fee / charges plus applicable tax may be collected from the Agent along with the application for appointment. The Agent shall not be entitled to seek refund of the fee / charges from the Company for any reason whatsoever.
- (i) The Company reserves the right to recover damages for the losses suffered by the Company due to any act of the Agent which is detrimental to the reputation or business of the Company including but not limited to damages, costs, claims, demands, prosecutions, proceedings and expenses (including reasonable attorney's fees) resulting from, relating to, or arising out of the misuse or alleged misuse of any information provided or made available or falling accessible to the Agent by virtue of this Agreement or arising out of the breach, fraud, negligence, default or non performance of the activities and responsibilities as mentioned under this Agreement. This clause shall survive the expiry/termination Term.
- (j) Where the Agent has sourced a policy on his own life, he shall be entitled to receive the commission on such policy subject to him complying with the following conditions:
 - (i) He must have sourced policies on at least six (06) different lives (excluding his own); and
 - (ii) he must have been an insurance agent continuously from the time of sourcing the first policy on each of such 6 lives or proposing for the policy on his own life till the time of issuance of policies on those 6 lives and his own.
- (k) The payment of the commission by the Company to the Agent shall be subject to deduction of applicable taxes under the Income Tax Act, 1961 and other applicable laws. The commission payable by the Company under these terms and condition shall be inclusive of all cost, expenses, charges, taxes and levies, including Service Tax, and other applicable taxes but excluding Goods and service Tax (GST), at present or levied by the Authorities, from time to time which might be incurred or paid by the Agent during and with regard to the performance of the functions and obligations of the Agent. The Company shall pay the commission after the above adjustments to the agent and the Company shall be responsible for depositing the tax with the Revenue Authorities in accordance with the applicable laws.

6.2. Bonus/Incentives/Other Benefits

- (a) The Company may, at its sole and absolute discretion pay incentives to the Agent as per the board approved policy and in the manner and at the rate as may be determined by the Company from time to time as per applicable laws and upon the Agent fulfilling the criteria for receiving such payments as may be prescribed by the Company. For the avoidance of doubt, the Agent understand and agrees that he/she shall not be entitled as a matter of right any incentives at any time during the continuance of the relationship between the Agent and the Company which shall be paid by the Company at its sole and absolute discretion.
- (b) The Company may, at its sole and absolute discretion, provide the Agent with access to other benefits in accordance with the Company's schemes/programs notified from time to time and subject to the Agent fulfilling the criteria for availing the benefit.
- (c) The Company may from time to time introduce initiatives to reward or benefit the Agent and may in its discretion define and prescribe eligibility and maintenance criteria for the same. The Agent agrees to accept and abide by policy directives with respect to any rewards or benefits issued by the Company from time to time and terms and conditions prescribed therein.

6.3. Hereditary Commission

- (a) The terms and conditions for hereditary commissions shall be in line with the Company's Board approved policy as amended from time to time. The Agent is required to be abreast with the same at all times.

7. Term and Termination

- 7.1. These Terms and Conditions shall be effective for a period of three years commencing from the date of your appointment as an Agent unless terminated earlier in accordance with the provisions of this clause 7 and the provisions of applicable law ("Term"). Unless terminated by the Company, the Term shall automatically stand renewed for a period of three (3) years each, subject to the Agent complying with the renewal requirements laid down by the Company
- 7.2. The Company has the right to terminate the relationship with the Agent immediately if any of the following events happen:
 - (a) If the Agent violates the provisions of the Regulations, Insurance Act 1938 or rules or any guidelines, made there under as amended from time to time; or
 - (b) If the Agent fails to comply with the code of conduct as set out in Schedule I and the directions issued by the IRDAI from time to time;
 - (c) If the Agent violates the terms of this appointment ; or
 - (d) If the Agent fails to furnish any information relating to his/her activities as an agent as required by the Company or the IRDAI; or
 - (e) If the Agent fails to comply with the directions issued by the IRDAI from time to time; or
 - (f) If the Agent furnishes wrong or false information or conceals or fails to disclose material facts in the application submitted for appointment of the Agent or during the Term; or
 - (g) If the Agent does not submit periodical returns as required by the Company or the IRDAI; or
 - (h) If the Agent does not co-operate with any inspection or enquiry conducted by the IRDAI or by the Company; or
 - (i) If the Agent fails to resolve the complaints of the policyholders or fails to give a satisfactory reply to the IRDAI or the Company in this behalf; or
 - (j) If the Agent fails/neglects to discharge his functions and duties to the satisfaction of the Company; or
 - (k) If the Agent acts in a manner prejudicial to the interest of the Company or to the interest of its policyholders or commits any fraud, negligence or misconduct or if it comes to the knowledge of the Company that the Agent has furnished false/fabricated information of the Company in respect of any proposal; or
 - (l) If the Agent is found to have committed theft, misuse or misappropriation of the data of the Company or the consumers; or

- (m) If the Agent fails to undergo from time to time, specified trainings or to pass the specified tests, as required by the Company and/or as prescribed under applicable laws and guidelines, including the Regulations; or
- (n) If the Agent suffers from any of the disqualification listed under Section 42 of the Insurance Act 1938; or
- (o) If the Agent is in default of any instruction given by the Company from time to time; or
- (p) If the Agent is in breach of the Regulations; or
- (q) If the Agent fails to bring the minimum business of one insurance policy and insurance premium amounting to Rs.15, 000/-annually or as may be determined by the Company from time to time.

7.3. The appointment of the Agent shall stand terminated on the death of the Agent.

7.4. Notwithstanding anything contained herein the Company may terminate the relationship for any reason whatsoever upon providing a prior written notice of thirty (30) days to the Agent. During such notice period the Agent shall not represent himself/herself to be a representative or agent of the Company to any person.

7.5. In all cases, prior to termination of the appointment of the Agent in accordance with the provisions of this clause 7, the Agent will be provided a prior notice and a reasonable opportunity of being heard. In addition, the appointment of the Agent shall not be terminated until an enquiry is conducted in accordance with the Regulations.

7.6. The Company shall appoint an enquiry officer for conducting the enquiry in relation to termination of the appointment of the Agent in accordance with the procedure specified in the Regulations. The enquiry officer shall make all the necessary efforts to complete the enquiry process at the earliest and in no case in more than forty five (45) days from the date of commencement of the enquiry. After taking into account all the relevant facts and submissions made by the Agent, the enquiry officer shall furnish a report stating his recommendations to the officer designated by the Company ("Designated Officer"). The Designated Officer shall pass a final order in writing and state the reasons for the termination in such order, which shall be communicated to the Agent. The Agent shall cease to act as an insurance agent of the Company from the date of the final order.

7.7. In the event that the Agent is aggrieved by the order of termination passed by the Designated Officer the Agent can appeal to the Company within three (03) months from the date of the receipt of the order. In such event, the appointed appellate officer of the Company shall examine the appeal and give his decision in the matter in writing within thirty (30) days of the receipt of the appeal.

7.8. The Agent shall surrender the insurance agency granted to him by the Company by surrendering his/her appointment letter and his/her identity card to the Designated Officer. The Company shall issue a cessation certificate to the Agent in accordance with the Regulations within 15 days from the date of resignation or surrender of appointment

7.9. Upon the expiry of the Term or early termination of the relationship with the Company in accordance with the provisions of this clause 7, the Agent shall forthwith return to the Company his/her identity card issued by the Company, the copy of his appointment letter in his/her possession and shall, without any delay or demur return and deliver to the Company all records, correspondence, forms, cheques, drafts, monies, documents and other effects or property belonging to the Company and/or relating to its business.

7.10. The Company may consider re-appointing the Agent only after a period of five (5) years has elapsed from the date of cancellation of his/her appointment

8. Restrictions after Termination

8.1. After termination of the relationship with the Company, the Agent shall not carry out activities that could result in bringing an end or declining to conclude, any policy contract between the Company and a prospective customer. Further, after termination of the relationship with the Company the Agent shall not carry out any activities with a customer of the Company or with any person whose name and address the Agent becomes aware of on account of the performance of activities in accordance with the terms and conditions of his/her appointment with the Company.

8.2. After termination of the relationship, the Agent shall not share any data or information relating to the Company, or its existing or prospective customers with any person.

8.3. After termination of the relationship with the Company, the Agent shall not encourage any other Agent of the Company to terminate his/her agency or assist in his/her agency or assist in termination of his/her agency with the Company.

8.4. After termination of the relationship with the Company, the Agent undertakes that he/she shall not approach any policyholder with a view to offering him/her an insurance policy/product of any other insurer which has the consequence of resulting in the termination, lapse, withdrawal or replacement of the Products issued by the Company and held by such policyholder.

8.5. If the Agent is found to be indulging in any of the activities prohibited under the terms and conditions of his appointment or any activity which causes loss to the business or reputation of the Company, the Company reserves the right to initiate appropriate legal proceedings against him and /or recover damages. This clause shall survive the termination of the appointment of the Agent.

9. Rights and Obligations following Termination

9.1. No renewal commission shall be payable on any Products sourced after the cancellation or suspension of the Agent's appointment unless such payment becomes due in accordance with the provisions of his appointment.

9.2. The Agent shall forthwith return to the Company all materials, proposal form, documents, stationary, client lists and other documentation regarding his activities as an insurance agent of the Company without retention of any copies thereof.

9.3. The Agent shall continue to maintain the confidentiality of personally identifiable data eg medical records of the prospect/policyholder etc, as well as any other information relating to the customers/prospect and policyholder with whom the Agent has interacted in relation to the performance of his obligations, including any trade secrets relating to the business activities of the Company.

9.4. After termination of the relationship between the Company and the Agent, the Agent undertakes that he/she shall return to the Company his/her identity card, all records, correspondence, forms, cheques, drafts, monies, documents and other effects or property belonging to the Company or relating to its business.

9.5. After termination of the relationship between the Company and the Agent, the Agent undertakes that he/she shall cease to use the intellectual property of the Company and return to the Company all advertising material and other unused promotional stocks and policyholders material and associated documents or destroy the same, as instructed by the Company.

10. Company's Lien

10.1. The Company shall have a first lien on all monies payable to the Agent or his/her legal heirs pursuant to his appointment to secure any debt/loan/advance of any nature whatsoever extended by the Company to the Agent and the Company may, at its sole and absolute discretion, apply such monies towards the settlement of such debt/loan/advance. The Company shall be entitled to set-off, adjust or otherwise withhold the commission payable to the Agent in accordance with the terms of his appointment against any debt/loan/advance extended by the Company to the Agent.

- 10.2. The Company shall have a lien on all documents, including cheques (given along with proposal forms in favour of the Company and supporting documents) and statements and records of the Agent maintained in relation to the Products and shall be entitled to recover the same at anytime during the Term or after the termination/expiry of this agency contract.

11. No Partnership

Nothing herein shall be construed as constituting an employer-employee, partnership or joint venture relationship between the Company and the Agent.

12. Indemnity

- 12.1. The Agent agrees and undertakes to keep and hold the Company indemnified and harmless against all damages, costs, losses, expenses, claims, liabilities, demands, proceedings (including, without prejudice to the generality of the foregoing, all costs and expenses which the Company may incur in defending any proceedings) which may be caused to or suffered by the Company due to:
- (a) any breach, default or non performance of the terms and conditions of his/her appointment as the Agent;
 - (b) any non compliance with any statutory or legal requirements by the Agent;
 - (c) any unauthorized/improper/negligent act or omission, fraud by the Agent;
 - (d) any misuse or alleged misuse of any information provided or made available or falling accessible to the Agent by virtue of his appointment as an Agent of the Company;
 - (e) any loss incurred by the Company due to any unethical sales practices/ violation of the code of conduct by the Agent described under the Regulation; or
 - (f) misappropriation of premium money by the Agent.
- 12.2. The provisions of this clause shall survive the termination/expiry of the agency contract of the Agent.

13. Illegal Gratification, Bribery and Corruption

- 13.1. The Agent hereby represents that he/she shall not give or promise to give any money or gift to any employee/official of the Company to influence his/her decisions regarding the relationship, nor shall he/she exert or utilize any unlawful influence to solicit or secure this relationship through a promise to pay a commission, percentage, brokerage or contingent fee. Further, the Agent warrants that he/she shall not give or promise any money or gift, or exert or utilize any unlawful influence during the existence of this relationship or to secure or solicit any extension thereof.
- 13.2. It is agreed that breach of this representation and warranty clause shall be sufficient grounds for the Company to terminate the insurance agency of the Agent without prejudice to any other rights that the Company or any of its officers or representatives' may have under applicable laws. Breach of this clause shall also be a sufficient ground for the Company to withhold any and all payments which may be due to the Agent and for the Company to initiate legal action against the Agent as it may deem necessary in its sole and absolute discretion.
- 13.3. The Agent hereby undertakes that he/she shall not make or promise to make any unlawful payment to:
- (a) A public official; or
 - (b) A political candidate, party or party official; or
 - (c) Any private sector employee (including a person who directs or works for a private sector enterprise in any capacity)
- to perform or expedite his/ her performance of the duties he/she is already bound to perform under law or to obtain, retain, direct business or to secure any other advantage in the conduct of business in any manner whatsoever.

14. Notices

- 14.1. All notices shall be deemed to be served on the Agent on the third day following the dispatch by courier/mail or where such notice is delivered by hand, at the time it is handed over to the Agent or on the same day of transmission, if sent by email and no delivery failure message has been received.
- 14.2. Notices shall be sent to the Company at the following address: Distribution Services Group Aviva Life Insurance Company India Limited, 401-A, 4th Floor, Block A, DLF Cyber Park, Sector-20, NH-8, Gurugram, Haryana-122 016 and to the Agent at his/her last known address available under records.

15. Transfer of Personal and/or Sensitive Information

- 15.1. The Agent hereby authorizes the Company and/or any of the Company's authorized representatives or third party service providers to collect or obtain or retain any information from the past/present employers/business associates of the Agent.
- 15.2. The Agent consents to the transfer of his/her sensitive information or personal data by the Company to any other body corporate, third party vendors or other person in India or outside, for a lawful purpose connected with a function or activity of the Company including but not limited to trainers, data processors, auditors etc.

16. Assignment

All the rights and obligations of the Agent are non- assignable.

17. Confidentiality

- 17.1. All information and documentation provided by the Company to the Agent, Including but not limited to, all information in relation to the products, training modules, policyholder/prospect data etc, shall be and remains the sole property of the Company and shall be of a strictly private and confidential nature and shall be treated as confidential by the Agent.
- 17.2. The Agent shall not in any way make use of the information, documentation or any information relating to the Products provided by Company, otherwise than in accordance with the terms of his appointment, or divulge such information or any part thereof to anyone unless such information has been publicly released or becomes generally known to the public from other sources or is otherwise required to be disclosed under applicable law or pursuant to an order of any governmental or regulatory authority.
- 17.3. The provisions of this clause shall survive the termination/expiry of this agency contract

18. Applicable Law

- 18.1. Any disputes or claims arising out of or in connection with the appointment letter of the Agent and its subject matter shall be governed exclusively and construed in accordance with Indian Laws and the courts at New Delhi shall have exclusive jurisdiction in respect of all matters and disputes arising there of or related thereto.
- 18.2. The provisions of this clause shall survive the termination and expiry of this agency contract.

19. Waiver

Any failure of the Company in any instance, to cancel or suspend the agency appointment of the Agent when cause for such cancellation or suspension exists, or to insist upon compliance with any of the limitations, terms, provisions and conditions of his appointment, shall not be construed as a waiver of any of the Company's rights or of any such limitations, terms, provisions and conditions, or of the right of the Company to thereafter enforce its rights and/or insist upon such compliance.

The provisions of this clause shall survive the cancellation or suspension of appointment of the Agent.

20. Severability

If any provision of the Agent's appointment letter shall be determined to be invalid or unenforceable under Indian law, such provision shall be deemed severed from the appointment letter and a valid provision to be mutually agreed upon shall be substituted. The remaining provisions of the appointment letter shall remain in full force and effect, and shall be construed and interpreted in a manner that corresponds as far as possible with the intentions of the parties as expressed in the appointment letter.