

GENERAL AGENCY

This GENERAL AGENCY AGREEMENT (hereinafter referred to as 'the Agreement' which and the same shall include the recitals, annexures, attachments and schedules described herein / appended / attached hereto, if any) is made on this the _____ day of _____ 20 _____

BETWEEN

ICICI Prudential Life Insurance Company Limited, a company incorporated under the Companies Act, 1956 having its Registered Office at ICICI PruLife Towers, 1089 Appasaheb Marathe Marg, Prabhadevi, Mumbai 400025 (hereinafter referred to as "ICICI Prudential" which expression shall, unless repugnant or contrary to the context, include its successors and assigns) of the One Part

AND

Mr. _____, age: _____, son
of _____, residing _____ at _____

_____ (hereinafter referred to as "the General Agency", which expression shall unless repugnant to the context mean and include his/ their/its successors-in-interest, representatives, nominees, executors, administrators and permitted assigns) of the Other Part.

The Company and the General Agency are hereinafter referred collectively as "Parties" and individually as "Party".

WHEREAS:

1. ICICI Prudential is registered with the Insurance Regulatory & Development Authority under the Insurance Act, 1938 (4 of 1938) (hereinafter referred to as the "Act") as a life insurer, and accordingly is engaged in the business of life insurance.
2. ICICI Prudential is desirous of appointing the General Agency for post recruitment mentoring, counseling and supervising the insurance advisors appointed by ICICI Prudential.
3. The General Agency fits into the eligibility criteria set by ICICI prudential and has represented that he has the requisite capabilities and infrastructure set up to provide such services and has shown its desire to provide such services.

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Definitions and Interpretation
 - 1.1 Definitions
 - 1.1.2 "Applicable Law" includes all applicable laws including but limited to one or more provisions of the Insurance Act,1938, the Insurance Rules, the IRDA Act and the IRDA Regulations including modifications, amendments or re-enactments thereof, as in force from time to time.
 - 1.1.3 "Insurance Advisor" means the Applicant who is appointed as an insurance agent by ICICI Prudential subject to the terms and conditions as applicable.
 - 1.1.4 "Insurance License" means the license issued under the provisions of the Applicable Law to the Insurance Advisor, entitling-him to solicit life insurance business, and includes a license as renewed from time to time.

दस्तावेज प्रकार (Nature of Document)	Agreement
दस्तावेजाचा तपशील (Registration Details) If Registrable Name of S.R.O.	Registrable / Non Registrable
उशाचा युनिक नंबर (Franking Unique No.)	
मिळकतीचे थोडक्यात वर्णन (Property Description in Brief)	
मोबदला रक्कम (Consideration Amount)	
मुद्रक खरेदीदाराचे सवपकरण-१ नाव (Stamp Purchasers Name)	ICICI Prudential I.L.Co. Ltd.
दस्तावेजाल दुसऱ्या पक्षाचा नाव (Name of the other Party)	
हसे असल्यास राव व पत्ता (If through Name & Address)	
मुद्रक शुल्काची रक्कम (Stamp Duty Amt) अक्षरी (in words)	600/-
प्रधिकृत अधिकार्याची पूर्ण स्वाक्षरी व शिक्का (Authorised person's Full Signature & Seal)	

- 1.1.5 "Insurance Product" means any plan of life insurance. which is offered by ICICI Prudential.
- 1.1.6 'Intellectual Property' means all patents, trademarks, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, computer programs, databases, copyrights, licences, franchises, formulae, designs and other Confidential Information.
- 1.1.7 "IRDA" means the Insurance Regulatory and Development Authority established under Section 3 of the IRDA Act.
- 1.1.8 "IRDA Act" means the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999) including modifications, amendments or re-enactments thereof, as in force from time to time.
- 1.1.9 "IRDA Regulations" means the regulations made by the IRDA in exercise of its powers under the Act and the IRDA Act including modifications, amendments or re-enactments thereof, as in force from time to time.
- 1.1.10 "Terms" refer to terms and conditions herein in connection with the Insurance Advisor.
- 1.2 Interpretation
- 1.2.1. Words and expressions used herein and not defined but defined in the Applicable Law shall have the meanings respectively assigned to them in the Applicable Law as applicable to the context in which they are used herein.
- 1.2.2 In the Terms, unless clearly indicated by or inconsistent with the context:
- Reference to any one gender includes a reference to all genders.
 - Reference to singular includes reference to the plural and vice versa.
 - The word "includes" shall be construed as "without limitation".
 - The expressions "hereof", "herein" and similar expressions shall be construed as references to the Terms as a whole and not limited to the particular clause or provision in which the relevant expression appears;
 - Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.

1.2.3 All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define, limit or affect the meaning or interpretation of these Terms.

1. EFFECTIVE DATE

This agreement shall commence from the above mentioned date and will continue in effect for a period of three years (<<Date of commencement>> to <<Date of termination>> unless earlier terminated in accordance with the provisions of this agreement.

2. SCOPE OF SERVICE

During the term of this agreement, General Agency shall assist ICICI Prudential in the following manner:

- (i) General Agency shall prospect candidates suitable for appointment as insurance Advisors of ICICI Prudential. These candidates shall be screened and interviewed by ICICI Prudential and if qualified, shall be placed under the supervision of the General Agency subject to the candidates completing necessary formalities for Insurance Licensing as mandated by IRDA.
- (ii) The General Agency shall be responsible for mentoring, counseling and supervision of the Insurance Advisors
- (iii) General Agency shall be responsible for servicing of policies sourced through the agents supervised/ mentored by them.
- (iv) General Agency shall perform such other duties as may be entrusted or assigned to him/her by the Company from time to time.

3. COMPENSATION .

Total fees, incentive payable to General Agency for the services would be as per the Annexure A to this agreement subject to deduction of all applicable taxes. ICICI Prudential may increase/decrease or modify the fees payable for the services provided and the same shall be intimated to General Agency from time to time. The revised fees shall become effective from the date of intimation. The fees provided herein are inclusive of all taxes (including service tax or any other applicable taxes) charges, cess or levies and ICICI Prudential shall not be liable to pay any amount in addition to the amount specified in the Annexure hereto. Notwithstanding anything contained herein, any and all amounts payable as expressed in this agreement, whether separately or in combination, shall be subject to the provisions of the laws for the time being in force in India including but not restricted to the Insurance Act, 1938 and the regulations prescribed by the IRDA, if any. Where the introduction, imposition or variation of any law, order, regulation or official directive or where any change in the interpretation or application thereof renders it unlawful or impractical for ICICI Prudential to pay any sums as intimated, without breaching such law, order, regulation or official directive hereto, ICICI Prudential shall only pay such sums, and in such manner, as in ICICI Prudential's absolute discretion are necessary or appropriate to conform to such law, order, regulation or official directive.

In case the General Agency or the Insurance Advisor who is supervised by the General Agency mis-sell a Policy or misappropriate the cash / financial instruments in relation to the proceeds of a Policy or causes a loss or damage to ICICI Prudential due to insufficient due diligence, ICICI Prudential shall at its sole discretion refund the amount of premium or the fund value in relation to the Policy to the policy holder or to the rightful owner as the case may be. ICICI Prudential shall have the right to deduct or set-off the amount of commission paid for the Policy from the future compensation payable to the General Agency. If there is no amount payable to the General Agency then ICICI Prudential shall raise a debit note equal to the amount of commission paid to the General Agency in relation to the Policy and the General Agency shall reimburse the amount within a period of 7 (seven) days from the date of receipt of the debit note. The Liability of the General Agent and the Insurance Advisor under this clause shall be joint and several.

4. REPRESENTATION AND WARRANTIES

- (i) General Agency shall comply with the rules, directives and code of conduct specified by ICICI Prudential, or which may be specified by the ICICI Prudential, from time to time.

- (ii) General Agency agrees that the General Agency shall provide the services, in accordance with the directions and instructions of ICICI Prudential.
- (iii) During the term of this agreement, General Agency will ensure use of high degree of skill and care in the provision of the services and shall act in good faith in all General Agency's actions involving ICICI Prudential.
- (iv) General Agency represents and warrants that it holds and shall continue to hold the Insurance License.
- (v) The General Agency represents and warrants that it shall abide by Applicable Law, IRDA Regulations and the terms and conditions applicable to such Advisor.
- (vi) General Agency shall be responsible for set persistency and quality of business standards for policies sourced through the agents supervised/mentored by them. Such parameters would be discussed and conveyed to the General Agency from time to time.
- (vii) The General Agency represents and warrants that they would service the customers of the agents allocated to the General Agency, in the event of the advisor disassociates from the insurance agency arrangement.
- (viii) The General Agency represents and warrants that he shall not bring out or publish any material in any form or through any medium, concerning ICICI Prudential, its business or its Insurance Products. Further, the General Agency shall observe, follow and comply with the provisions of the IRDA (Insurance Advertisements and Disclosure) Regulations, 2000 for the same.
- (ix) The General Agency represents and warrants that it shall take adequate precautions not to breach the privacy of customers of ICICI Prudential during the course of performance of its obligations herein.
- (x) The General Agency shall comply with all Applicable Laws including but not limited to all laws relating to Insurance and the Telecom Regulatory Authority of India, Anti-Bribery & Corruption Laws and effectively implement all the provisions of Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act of 2013. The General Agency also represents and warrants that it shall not represent or communicate with any person / entity or customer by way of calls, sms or emails as an employee or associate of IRDA, SEBI, RBI or any other person or regulatory body for any commercial purpose including the sale of policies of ICICI Prudential. ICICI Prudential reserves the right to immediately terminate this agreement without any obligation and take appropriate legal action in case of any such impersonification is done by any representative / employee of the General Agency. The General Agency also agrees and undertakes to indemnify ICICI Prudential in all such matters and shall take appropriate measures to make good any loss caused thereof.
- (xi) The General Agency hereby declares and agrees to comply with:
 - a. Guidelines for telemarketers issued by any authority from time to time (including the NDNC requirements) for channels setup with NDNC checks for promotional messages.
 - b. Orders / Directives / Policies / Guidelines / press releases and other procedures and communications issued or laid down by Department of Telecommunications.
 - c. Orders / Directives / Regulations / Policies / Guidelines / Notifications / Circulars or any other communication issued by any authority including TRAI on unsolicited commercial calls including but not limited to TRAI's Telecom Unsolicited Commercial Calls regulations, 2007 and The Telecom Commercial Communications Customer Preference Regulations, 2010
 - d. with the provisions of Insurance Act, 1938, IRDA Act, 1999, Rules, Regulations or any other orders issued there under as applicable to General Agency

- e. ICICI Prudential shall at all times during the subsistence of this Agreement have the right to inspect and audit the functions of General Agency under this agreement. In case of any non compliance of any of the requirements as indicated in the agreement or in the event of any breach of law/ regulations and guidelines, ICICI Prudential is entitled to immediately terminate this Agreement without giving any prior notice to the General Agency.
- f. The General Agency shall observe, follow and comply with all the communications, directions and instructions given by ICICI Prudential from time to time, either generally or with particular reference to the Insurance Advisor. Such communications, directions and instructions may be sent by courier, email, post, fax or may be posted on your logging section.

5. EXCLUSIVITY

The provisions of the said services by General Agency to ICICI Prudential shall be on an exclusive basis, wherein General Agency shall not be entitled for a period of six months from the termination of the General Agency's association with ICICI Prudential to provide same or similar services to any other person or insurer. General Agency agrees not to become associated with any life insurer in any capacity, including as a licensed intermediary / advisor, or to apply for / obtain advisor license of ICICI Prudential so long as this agreement continues to be in force.

6. INTELLECTUAL PROPERTY RIGHTS

The Intellectual Property Rights (in the nature of Copyright, trademark or any other right) in the documents, business cards, sales docket/kit, sales literature, presentations, papers, product brochures, policy documents, or any material that contains ICICI Prudential's brand name, logos, designs, color schemes, drawings, artistic work etc. provided during the term of this agreement or at any time thereafter including ICICI Prudential's brand name, logos, designs, color schemes, drawings, artistic work etc. vests solely and exclusively at all times into the ICICI Prudential and General Agency agree and undertake that General Agency shall not set an adverse claim at any time either during the currency of the agreement or at any time thereafter. General Agency further agrees and undertakes not to copy, reproduce, duplicate, modify, adapt, enhance, share with third party, any materials provided by ICICI Prudential to the General Agency, any Intellectual Property Rights in documents, business cards, sales docket/kit, sales literature, presentations, papers, product brochures, policy documents that contains ICICI Prudential's brand name, logos, designs, color schemes, drawings, artistic work etc at all times during the currency of this agreement and thereafter.

7. TERMINATION

- 7.1 The relationship between ICICI Prudential and General Agency shall terminate:
 - 7.1.1 immediately and without any notice on the death of the General Agency;
 - 7.1.2 immediately and without any notice on the presentation of a petition for the adjudication of the General Agency as insolvent;
 - 7.1.3 forthwith by a written notice on any violation by the General Agency of any provisions of the Applicable Law; or
 - 7.1.4 forthwith by a written notice on the General Agency if his Insurance License is cancelled for any reason whatsoever
 - 7.1.5 forthwith by a written notice where it is found that the General Agency has (i) sought/obtained employment or insurance agency of any other life insurance company (ii) indulged in any act of commission or omission in consonance with the direct competitors of ICICI Prudential.
- 7.2 The relationship between ICICI Prudential and the General Agency shall terminate on the expiry of 15 days' notice served by ICICI Prudential on the General Agency if he-

- 7.2.1 fails to discharge the obligations under the Terms or this Agreement to the satisfaction of ICICI Prudential, or commits breach of any of the provisions of the Terms or this Agreement and does not remedy the same within 7 days of a notice to that effect from ICICI Prudential. No notice of remedying a breach will be given if it is not capable of being remedied.
- 7.2.2 acts in a manner prejudicial to the interests of ICICI Prudential or to the interests of its policyholders.
- 7.2.4 in the opinion of ICICI Prudential, becomes physically or mentally incapacitated to discharge the obligations under the Terms ;
- 7.2.5 fails to achieve the Minimum Performance Requirements or Minimum Service Standards as specified from time to time.
- 7.3 Notwithstanding anything contained in the Terms, both ICICI Prudential and the General Agency shall have at all times the right to terminate the relationship between them by written notice to the other party of 30 days without assigning any reason for such termination.
- 7.4 The General Agency shall not be entitled to assign his rights and obligations hereunder to any person whomsoever. Nothing under the Terms shall prohibit ICICI Prudential's entitlement to assign or delegate the Terms and/or any of its rights and obligations hereunder to any person whomsoever. The General Agency shall not employ or enter into contract with any person to carry out his/her responsibilities and functions indicated herein.

8. AGREEMENT

On the termination of this Agreement, for any reason whatsoever, General Agency shall immediately deliver to ICICI Prudential any documents, papers, equipment or other written information which belongs to ICICI Prudential and which came into General Agency's possession in the course of General Agency's providing the services hereunder. Also on the termination of this appointment, ICICI Prudential shall not be responsible and liable to pay any fees, allowance or other charges for services provided prior to such termination or in respect of commitments for the future.

9. INDEMNITY

- 9.1 General Agency agrees to indemnify and hold ICICI Prudential and its respective officers, agents and assigns harmless from and against any and all liability, damages, losses, claims, costs and expenses, (including lawyers fees and expenses) and any other loss that may occur, arising from or relating to breach of any of General Agency's obligations undertaken hereunder, any negligent act or omission, willful misconduct or misrepresentation on General Agency's part.
- 9.2 General Agency agrees to indemnify and hold ICICI Prudential and its respective officers, agents and assigns harmless from and against any and all liability, damages, losses, claims, costs and expenses, (including lawyers fees and expenses) and any other loss that may occur due to any act which is not within the purview of this agreement. lack of or insufficient due diligence or mis-selling of any insurance policy or cash defalcation committed or caused by the Insurance Advisor or the General Agent.
- 9.3 This clause shall survive the termination of this agreement.

10 Confidentiality

- 10.1 All records, information and documents pertaining to ICICI Prudential or any of its customers / prospect / policyholder, including any personal data of such customers / prospect /policyholder obtained from or on behalf of or provided to ICICI Prudential and the contents of the Terms and this Agreement will constitute Confidential Information. For the purpose of this clause, any data, information or knowledge will also constitute Confidential Information if it is not in public knowledge, whether or not marked or identified as confidential and which is disclosed by ICICI Prudential to the General Agency in written, oral or in any other form (including without limitation, computer storage, tape or other electronic media forum).
- 10.2 The General Agency undertakes and agrees not to disclose any Confidential Information, directly or indirectly, and in any manner whatsoever, whether during the currency of his/her relationship with ICICI Prudential or

any time thereafter. However, such obligation of confidentiality will not apply in one or more of the following cases:

- 10.2.1 If and to the extent the disclosure is required by any law or any court, government agency or regulatory authority;
- 10.2.2 If the information is or becomes available to public other than as a result of prior unauthorized disclosure by the General Agency;
- 10.2.3 if the information is or was received from a third party not known by the General Agency to be under a confidentiality obligation with regard to such information; or
- 10.2.4 If the General Agency is able to prove that he was lawfully in possession of the information (having been received on a non-confidential basis).
- 10.2.5 The General Agency agrees not to disclose or provide copies of any such materials, documents and other information, which are meant for internal circulation only, to any third parties.

11. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

Relationship:

The parties hereby agree that the General Agency shall be representing ICICI Prudential for the fulfillment of the purpose laid down in this agreement. Apart from the authorised purpose, nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship in any manner whatsoever between the parties. The General Agency acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, or servant of ICICI Prudential or any subsidiary or affiliate thereof. Such a relationship shall likewise not be implied, inferred or deemed to be created from any act or the terms/duties/responsibilities under the terms of this appointment.

12. LAW AND ARBITRATION

- (a) The provisions of this Agreement shall be governed by and construed in accordance with Indian law.
- (b) (i) Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination

or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
- (ii) The arbitral tribunal shall be composed of a sole arbitrator to be appointed by both the parties with mutual understanding.
- (iii) The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Mumbai.
- (iv) The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
- (v) The award of the arbitrator shall be final and conclusive and binding upon the Parties
- (vi) The rights and obligations of the Parties under, or pursuant to, this Clause, including the arbitration agreement in this Clause, shall be under the exclusive jurisdiction of the courts located at Mumbai.

13. PUBLICITY

The General Agency shall not use the name and/or trademark/logo of ICICI Prudential, its group companies, subsidiaries or associates in any sales or marketing publication or advertisement, or in any other manner without prior consent of ICICI Prudential.

14. MISCELLANEOUS

- i. Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.
- ii. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- iii. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- iv. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).
- v. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.
- vi. Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.
- vii. In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- viii. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not effect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- ix. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.
- x. This Agreement together with all Schedules written hereunder form a single Agreement between the Parties hereto.
- xi. This Agreement has been signed in duplicate, each of which shall be deemed to be an original.

- xii. Such of the provisions of this Agreement as are necessary to survive for giving effect to them will survive notwithstanding termination of this Agreement.
- xiii. ICICI Prudential shall be entitled, with notice to the General Agency, to assign any of its rights and obligations under this Agreement to any third party.

IN WITNESS WHEREOF the Parties have caused these presents to be executed on the day and year first hereinabove written:

Signed and Delivered by the within]
 named ICICI Prudential by the]
 hands of its Authorised Signatory,]
 Mr _____]
 _____]

Witness:]
 Name & Signature]

Signed and Delivered by the within]
 named General Agency,]
 Mr _____]
 _____]

Witness:]
 Name & Signature]

Annexure A
Payouts:

1. Training allowance

General Agents shall be eligible for training allowance which shall be payable on account of training consultancy services as rendered to agents mapped to them. Training allowance would be calculated basis quality and quantity of performance of the trainee advisors.

2. Productivity Linked Payout

General Agents shall be eligible for productivity linked payouts basis performance of their supervised agents in terms of business garnered and services provided to their customers

3. Mentorship Allowance:

Mentorship allowance shall be paid for activating new advisors allocated to the General Agency in the first three months.

Activation criteria for such new advisors basis quality and quantity of business generated would be communicated by the Company from time to time.

The General Agency understands and agrees that the payments criteria would be intimated by ICICI Prudential to the General Agency in writing or by email or by posting the same on the Website Area. The Communication posed on the website area is final and binding.

The payment structure and the payouts mentioned therein shall be final and binding and the General Agency agrees to familiarize abide by the same.

Persistency Criteria - GENERAL AGENT will have to meet the persistency criteria (on the business sourced by the advisors supervised by GENERAL AGENT) laid down by the company from time to time. The persistency criteria will be updated on the Company website and also communicated by way of emails on a regular basis. In the event the GENERAL AGENT does not meet the persistency criteria as prescribed by the Company, the Company shall be liable to pay only 70% of the "Training allowance" payable to the GENERAL

AGENT as per the payment terms laid down on the web site.

Code of Conduct:

PREAMBLE

- ICICI Prudential Life Insurance Company Ltd., (herein after referred to as the Company) expects all its General Agents to act in accordance with high professional and ethical standards. You must be, and be seen to be, committed to integrity in all aspects of your activities and comply with all applicable laws, regulations and internal policies.
- In accepting a position with the Company, each of you become accountable for compliance with the law, with the Code of Conduct ('the Code'), and with policies of your respective business units.
- The standards of the Code are not necessarily prescribed by the regulators - they are something, which a well respected institution must have in place and adhere to on an ongoing basis. We therefore expect a high level of ethical conduct.
- You must conduct your duties according to the language and spirit of this Code and seek to avoid even the appearance of improper behaviour. You should be aware that even well intentioned actions that violate the law or this Code may result in negative consequences for the Company and for the individuals involved.
- While covering a wide range of business practices and procedures, these standards cannot and do not cover every issue that may arise, or every situation where ethical decisions must be made, but rather set forth key guiding principles that represent the Company's policy. This Code supersedes all such Codes and Policies to the extent that they are inconsistent with the contents of the code.

General Do's and Don'ts

- The General Agency shall be responsible for mentoring, counseling and supervision of the Insurance Advisors
- General Agency shall be responsible for set persistency and quality of business standards for policies sourced through the agents supervised/mentored by them
- General Agency shall be responsible for activating the Insurance Advisor placed under him/her and shall motivate him to perform satisfactorily as per the parameters of ICICI Prudential
- General Agency shall help and supervised the Insurance Advisor to perform his duties as per the IRDA Regulations, Guidelines etc. as applicable from time to time.
- General Agency shall be responsible for supervising Insurance Advisors for providing quality services for respective Insurance Advisors' customers.
- In the event of any grievances raised by the customers, General Agency shall provide due guidance to advisors mapped to them for providing effective resolution to such customers.

Conflicts of Interest - Do's and Don'ts

Do's

- Act in the best interests of the Company and its customers and handle activities, interests or relationships in a sensible manner

Don't

- Undertake personal investments or outside activities that create conflicts of interest Privacy / Confidentiality

Proprietary and Confidential Information

- You must always protect the confidentiality of proprietary and confidential information you obtain or create in connection with your activities for the company, in accordance with the applicable law. Your obligation to protect Company's proprietary and confidential information continues even after you leave the Company, and you must return all proprietary information in your possession upon leaving the Company.
- Proprietary and confidential information include any system, information or process that gives the Company an opportunity to obtain an advantage over competitors; non public information about the Company businesses, its customers and its employees, any other non public information received.
- Proprietary and confidential information about the Company, a customer, supplier or distributor, should not be disclosed to anyone not authorized to receive it or has no need to know the information, unless such disclosure is authorized by the customer or is required by law, appropriate legal process or appropriate internal authorities.
- Intellectual property of the Company such as trade secrets, patents, trademarks and copyrights, as well as business, research and new product plans, objectives and strategies, records, databases, salary and benefits data, customer, employee and suppliers lists and any unpublished financial or pricing information must also be protected.
- Unauthorized use or distribution of proprietary information violates the internal policies and could be illegal. Such use or distribution could result in negative consequences for both the Company and the individuals involved, including potential legal and disciplinary actions.
- Acts of ignorance that could lead to such proprietary information, especially through electronic means - like CDs, floppy etc., may lead to investigation and probe against the General Agent. We, at the Company, respect the proprietary rights of other companies and their proprietary information and require you also to observe such rights.

Privacy/ Confidentiality - Do's and Don'ts

Do's

- Properly control access to your work areas and computers
- Ensure appropriate destruction of business related documents when not required for work anymore
- Obtain any relevant information directly from the person concerned
- Protect the physical security of official information
- Access to information or data will also be subjected to the relevant General Agents accountability, in case such data is misused
- Keep customer an/or any information related to the Company secured at all times and uphold the company's Privacy Promise for customers
- Limit access to information strictly to those with a legitimate business reason for seeking that information
- Comply with local data protection and privacy laws that affect the collection, use and transfer of personal customer information
- While accessing Intranet and Internet, ensure compliance with internal policies and procedures
- Ensure that worldwide electronic information exchange and dialogue, electronic business dealings are all as per internal policies and procedures

Don't

- Discuss sensitive matters or confidential information in public places

- Violate the IT Security Policy applicable to your Company
- Transfer official information into personal databases or carry hard copies of official information (otherwise than for official purposes) outside the office, without prior permission from your superior
- Pass information, in any manner, directly or indirectly to any recruitment/search agencies or to competitor or any other organizations

Know Your Customer / Anti Money Laundering

- Money Laundering legislations criminalize money laundering in respect of all crimes including drug trafficking, terrorism, theft, fraud, handling of stolen goods, counterfeiting and blackmail. It is also an offence to undertake and/or facilitate transactions with individuals and entities involved in criminal activities.
 - The Company does not do business with drug traffickers, money launderers and other criminals. We are fully aware that no customer relationship is worth compromising our commitment to combating money laundering.
 - The Company has adopted an Anti Money Laundering Policy accompanied by a detailed manual with the principal objectives as under:
 - o Preventing the Company from being used by money launderers to further their illicit business.
 - o Enabling the Company to assist law enforcement agencies in identifying and tracking down money launderers;
 - o Ensuring that the Company remains compliant with all relevant anti money laundering legislation and regulations.
 - You must exercise requisite care in selecting those with whom we conduct business. While conducting business, you must adhere to processes which help in ensuring adequate customer due diligence and ongoing monitoring of their transactions. This is done to detect suspicious transactions during the entire period of relationship.
- Know Your Customer (KYC) and Anti Money Laundering (AML) - Do's And Don'ts

Do's

- Undergo relevant training to update yourself on applicable internal KYC/AML guidelines
- Exercise requisite due diligence while accepting a customer and undertaking a transaction and make reasonable enquiries in case of doubt.
- Escalate all suspicious activities/transactions in respect of money laundering regardless of the amount involved or the nature of the offence as per the applicable internal procedures. Failure to report suspicious transactions despite having knowledge is an offence.

Don't

- Provide assistance to any person to launder proceeds of any criminal conduct.
- Prejudice an investigation by informing (i.e. tipping off) the person who is the subject of a suspicious transaction.

Accuracy of Company Records and Reporting

- You must ensure that records, data and information owned, collected, used and managed by you for the Company are accurate and complete. Records must be maintained as per the applicable record retention policy of the Company in sufficient detail so as to reflect accurately the Company's transactions.

- You must assist in maintenance of appropriate records so as to ensure that financial transactions are prepared in accordance with generally accepted accounting principles and that they fairly present the financial conditions and results of the company.
- You must observe standards of good taste regarding content and language when creating business records and other documents (such as email) that may be retained by the Company or a third party.
- Non-maintenance of these records that comes into your notice and any misappropriation or tampering of records needs to be reported to a relevant authority

Protecting the Company's Assets — Do's and Don'ts

Protecting the Company's assets against loss, theft or other misuse is the responsibility of every General Agent. Loss, theft and misuse of Company's assets directly impact our profitability. Any suspected loss, misuse or theft should be reported to your supervisor or the Head- Sales.

Do's

- Use The Company's (physical and intellectual) only for official purposes
- Report any misuse by any General Agent or outsourced agents of the Company that comes to your notice.

Don't

- Copy, sell, use or distribute information, software and other forms of intellectual property in violation of licenses
- Misappropriate Company's assets as it is a breach of your duty and may constitute an act of fraud against Company
- Use official resources in another business in which you, a friend or family member is involved
- Use official stationery, supplies, and equipment for personal or political matters.

Workplace Responsibilities - Do's and Don'ts

Do's

- Respect personal dignity, privacy, and personal rights of every individual
- Work together with women and men of various nationalities, cultures, religions, and races in a professional manner
- Be open and honest and stand by your responsibility
- Treat our Agents, customers, suppliers, competitors and employees fairly
- Maintain the safe and healthy working environment provided by the company
- Be committed to prevent wasteful use of natural resources

Don't

- Discriminate, harass or offend anybody by whatever means, be it sexual or otherwise
- Use the Company systems to transmit or receive electronic images or text of a sexual nature or containing ethical slurs, racial epithets or other harassing, offensive or lewd materials
- Obtain competitive information by unethical or illegal means, such as corporate espionage or improper access to confidential information

- Engage in contacts with competitors that could create even an appearance of improper agreements, whether the contact is in person, in writing, by telephone or through e-mail
- Take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair dealing practice
- Do not issue directives to violate the terms of vendor's contracts

Compliance with Laws, Rules and Regulations

- The Company's Policy is to maintain an open and co-operative relationship with our regulators and to comply with all applicable laws, rules and regulations. The Group also disseminates information regarding compliance with laws, rules and regulations that affect business.
- Violation of the law must be avoided under any circumstances, especially violations that attract punishment of imprisonment, monetary penalties, or fines. Notwithstanding the legal consequences of such violation, any General Agent found guilty will be additionally liable to disciplinary actions, initiated by the company for violating the Code.
- Particular care should be taken to act legally in those areas where the law is evolving rapidly or is being extended to cover activities that have not been covered by legal requirements in the past. When in doubt, the Compliance! Legal team should be consulted.

Compliance - Do's and Don'ts

Do's

- Comply with all applicable laws, rules and regulations
- Contact with regulators through designated officials as per internal guidelines
- Notify Compliance Team immediately of any significant contacts made directly by a regulator

Don't

Commit an illegal or unethical act, or instruct others to do so, for any reason.

- Commit such acts simply because you see someone else doing it, or your supervisor not warning you

Key Irregularities

- While the Company believes that the General Agent would realise and appreciate the need to follow this Code in letter and spirit, in an unfortunate incident or act of breach, a corrective and/or deterrent action becomes unavoidable. Therefore any breach of the stipulations mentioned in the Code should be treated as misconduct for which appropriate penalty would be imposed.
- Based on the intent, seriousness and mitigating/extenuating circumstances of such non-compliance the breaches can be broadly classified into four categories as detailed hereunder.

A. Habitual Irregularities

- Repeated negligence in performing duties, depending on the gravity and consequences to the Company may fall under this category. Illustrative behaviour includes:
 - Negligence or failure to take due care while obtaining and preserving documents/records
 - Indecent/discourteous behaviour with customers, employees, superiors etc
 - Showing an intransigent or unreasonably negative attitude to management and/or fellow General Agency

- Minor breach of health and safety requirements
- Smoking in a non designated area
- Careless use of the Company's equipment or furniture
- Use of foul or abusive language (whether verbal or in writing)
- Refusing a reasonable request to moderate changes in responsibilities if such a change is a business necessity
- Being under the influence of alcohol and/or drugs not medically prescribed when at work (whether on Company premises or otherwise)
- Consumption or being under the influence of drugs not medically prescribed and/or excessive alcohol at a management sponsored event
- Indulging in habitual errors, negligence while performing duties.

B. Gross/serious violations

Any act which is in breach of the Code, internal policies/procedures and which may cause financial loss or reputation risk to the Company falls under this category. Illustrative behaviour under this category includes:

- Failing to comply with the company policies, procedures, rules and working practices
- Obstructing the customers and/or any other persons from dealing with the company or obstructing other General Agency or any other person from discharging their responsibilities
- Engaging in any other trade/ business/ employment while in the employment of the Company without confirming with your supervisor
- Participation in any demonstration against the Company or its officials
- Accepting gifts and favours from clients and vendors in violation of relevant guidelines
- Disrupting/slowing down of continuous customer service or work, in the branch or office - either solely or by way of participation in strike, bandh etc
- Violation of any of the provisions of the security policy including IT security policy of the company
- Taking a decision, which has financial implications favouring you, any of your teams or relatives
- Involvement in harassment including sexual harassment or racial harassment
- Failure to take all possible steps to protect the interest of the company and to perform duties with utmost integrity, honesty, devotion & diligence
- Indulging in any act which is likely to cause damage/loss to the property and which are prejudicial to the reputation and interest of the Company
- Failure to act in the best judgment while performing duties as well as while exercising delegated power entrusted by the company
- Failure to avoid indebtedness in any manner while in service.
- Engaging in and/or facilitating any financial dealing/s including money lending whatsoever with colleagues
- Any act which brings or have the potential to bring dis-repute to the image of the Company at all times

- Failure to comply with existing regulatory rules and regulations set out by Insurance Regulatory and Development Authority and Insurance Act & Notifications from time to time etc
- Any other act which is against the ethos/culture of the company

C. Fraudulent Irregularities

Any act with a fraudulent or malafide intention irrespective of whether there was any financial loss or loss of reputation to the Company falls in this category. Some illustrative behaviour under this category would include:

- Suppressing or misrepresentation of facts
- Any act of creation/acceptance of fake/ incorrect/ fraudulent records or manipulation of records with fraudulent intention i.e. fudging of records, MIS records, etc
- Failure of due diligence in any deal/transaction to avoid any possibilities of a fraud or money laundering g
- Theft or pilferage or any dishonest act
- Involvement in any act in the area of corruption, misuse of office, criminal offences, suspected or actual fraud etc
- Helping customers in ways which could lead to a loss to the Company.

Disciplinary action

The following paragraphs deal with the disciplinary procedures, which could be used as indicative guidance for the Company constituents while formulating their respective disciplinary procedures.

Depending upon the nature and seriousness of non-compliant behaviour, the Company may take corrective action against the erring General Agency and may terminate the General Agency Agreement with the General Agency. The Company may prefer civil or criminal action against errant General Agents. It must be clearly understood that the Company will be the sole judge to decide on the corrective actions in case of violation of the Code of Conduct or the General Agency Agreement.