

requisite capabilities and infrastructure set up to provide such services and has shown its desire to provide such services.

NOW THIS AGREEMENT WITNESSTH

1 Definitions and Interpretation

2 Definitions

3 "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.

4 "Insurance Advisor" means the Applicant who is appointed as an insurance agent by Nepal life insurances Prudential subject to the terms and conditions as applicable.

5 "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.

6 "Insurance Product" means any plan of life insurance, which is offered by Mahalaxmi insurances Prudential.

7 "Insurance Product" means any plan of life insurance. which is offered by Nepal life insurances Prudential.

'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.

"IRDA" means the Insurance Regulatory and Development Authority established under Section 3 of the IRDA Act.

"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.

"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.

"Terms" refer to terms and conditions herein in connection with the Insurance Advisor.



8 Interpretation

9 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.

In the Terms, unless clearly indicated by or inconsistent with the context:

- (a) Reference to any one gender includes a reference to all genders.
- (b) Reference to singular includes reference to the plural and vice versa.
- (c) The word "includes" shall be construed as "without limitation".
- (d) 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;

- (e) 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 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 Nepal life insurances Prudential in the following manner:

- (i) General Agency shall prospect candidates suitable for appointment as insurance Advisors of Mahalaxmi insurances Prudential. These candidates shall be screened and interviewed by Mahalaxmi insurances 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



material in any form or through any medium, concerning Mahalaxmi insurances 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.

The General Agency represents and warrants that it shall take adequate precautions not to breach the privacy of customers of Mahalaxmi insurances I Prudential during the course of performance of its obligations herein.

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 RBA, RBB or any other person or regulatory body for any commercial purpose including the sale of policies of Mahalaxmi insurances Prudential. Mahalaxmi insurances 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 Nepal life insurances Prudential in all such matters and shall take appropriate measures to make good any loss caused thereof.

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.



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 Nepal life insurances Company Ltd & Ganesh infotech Pvt . Ltd 15 years

BETWEEN

Nepal Life Insurance Company Limited, a company incorporated under the Companies Act, 1956 having its Registered Office at Mahalaxmi insurances PruLife Towers, 1089 Appasaheb Marathe Marg, Prabhadevi, Classic complex Kathmandu 44600 Nepal hereinafter referred to as " Nepal Life Insurance Prudential" which expression shall, unless repugnant or contrary to the context, include its successors and assigns of the One Part
AND

Mr. Ganesh wad age 32 year Citizenship no. 691039 -19223 son Of Hari KamiCitizenship no.1/2615 Janki gaupalika 3 Lahipurresiding athereinafter referred to as "the General Agency", Account Holder Ganesh infotech Account no.923020058715040 IFSC Code UTIB0001007
Every month 5 Tarik All Policy Amount Submit Global IME Bank Barakhamba Delhi Branch

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. Mahalaxmi insurances 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.

Mahalaxmi insurances Prudential is desirous of appointing the General Agency for post recruitment mentoring, counseling and supervising the insurance advisors appointed by Nepal bema association Prudential.



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 Nepal life insurances Prudential any documents, papers, equipment or other written information which belongs to Mahalaxmi insurances 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, Mahalaxmi insurances 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

- 1,General Agency agrees to indemnify and hold Nepal life insurances 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.
- 2,General Agency agrees to indemnify and hold Nepal life insurances 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.
- 3,This clause shall survive the termination of this agreement.

10 Confidentialit

- 1,All records, information and documents pertaining to Mahalaxmi insurances Prudential or any of its customers / prospect /



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 Agencye. f. Mahalaxmi insurances 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.

The General Agency shall observe, follow and comply with all the communications, directions and instructions given by Mahalaxmi insurances 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 Nepal life insurances 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 Mahalaxmi insurances 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



policyholder, including any personal data of such customers / prospect /policyholder obtained from or on behalf of or provided to Mahalaxmi insurances 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 Mahalaxmi insurances Prudential to the General Agency in written, oral or in any other form (including without limitation, computer storage, tape or other electronic media forum).

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

3, If and to the extent the disclosure is required by any law or any court, government agency or regulatory authority;

4, If the information is or becomes available to public other than as a result of prior unauthorized disclosure by the General Agency;

5, 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

6, 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).

7, 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 Mahalaxmi insurances Prudential for the fulfillment of



the rightful owner as the case may be. Nepal life insurances 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 Mahalaxmi insurances 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 Mahalaxmi insurances Prudential, or which may be specified by the Mahalaxmi insurances Prudential, from time to time.

General Agency agrees that the General Agency shall provide the services, in accordance with the directions and instructions of Nepal life insurances Prudential.

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 Mahalaxmi insurances Prudential.

General Agency represents and warrants that it holds and shall continue to hold the Insurance License.

The General Agency represents and warrants that it shall abide by Applicable Law, IRDA

Regulations and the terms and conditions applicable to such Advisor. 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.

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.

The General Agency represents and warrants that he shall not bring out or publish any



(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. Mahalaxmi insurances 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 Mahalaxmi insurances Prudential

shall not be liable to pay any amount in addition to the amount specified in the Annexure hereto. Not with

standing 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 normal worker 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, Mahalaxmi insurances

Prudential shall only pay such sums, and in such manner, as in

Mahalaxmi insurances 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 Mahalaxmi insurances Prudential due to insufficient due diligence, Mahalaxmi insurances 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



4, forthwith by a written notice on any violation by the General Agency of any provisions of the Applicable Law;

or

5, forthwith by a written notice on the General Agency if his Insurance License is cancelled for any reason whatsoever

6, 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 Mahalaxmi insurances Prudential.

7, The relationship between Mahalaxmi insurances Prudential and the General Agency shall terminate on the expiry of 15 days' notice served by Mahalaxmi insurances Prudential on the General Agency if he

8, fails to discharge the obligations under the Terms or this Agreement to the satisfaction of Mahalaxmi insurances 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 Nepal life insurances Prudential. No notice of remedying a breach will be given if it is not capable of being remedied.

9, acts in a manner prejudicial to the interests of Mahalaxmi insurances Prudential or to the interests of its policyholders.

10, in the opinion of Mahalaxmi insurances Prudential, becomes physically or mentally incapacitated to discharge the obligations under the Terms ;

11, fails to achieve the Minimum Performance Requirements or Minimum Service Standards as specified from time to time.

12, Notwithstanding anything contained in the Terms, both Mahalaxmi insurances 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.

13 The General Agency shall not be entitled to assign his rights and obligations hereunder to any person whomsoever. Nothing under the Terms shall prohibit Mahalaxmi insurances Prudential's entitlement to assign or delegate the Terms and/or any of its rights and obligations hereunder to any person whomsoever. The General



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 RIGHTS

The Intellectual 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 Nepal life insurances 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 Prudential's brand name, logos, designs, color schemes, drawings, artistic work etc. vests solely and exclusively at all times into the Nepal life insurances 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 Nepal life insurances 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 Mahalaxmi insurances 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

- 1, The relationship between Mahalaxmi insurances
- 2, Prudential and General Agency shall terminate:
- 3, immediately and without any notice on the death of the General Agency;
immediately and without any notice on the presentation of a petition for the adjudication of the General Agency as insolvent.



Witness: President / Chair
Nepal Commerce of Chamber
Name : Mr. Sunil K.C.
Signature



Signed and Delivered by the witness
named General Agency,
Mr Ganesh Wad



Witness:
Name Suraj Sharma
Signature *Suraj Sharma*

Witness:
Padma Wad *Padma*



ATTESTED

R

NOTARY PUBLIC, DELHI

02 MAY 2026

NOTARIAL REGISTER
ENTRY NO. *146*
DATE 02 MAY 2026

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. 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. 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. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. This Agreement together with all Schedules written hereunder form a single Agreement between the Parties hereto. This Agreement has been signed in duplicate, each of which shall be deemed to be an original. Such of the provisions of this Agreement as are necessary to survive for giving effect to them will survive notwithstanding termination of this Agreement. Mahalaxmi insurances 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 Mahalaxmi insurances Prudential by the hands General Manager of its Authorised Signatory, Mr Prem Parsad Regmi



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 Mahalaxmi insurances 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) 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.

The arbitral tribunal shall be composed of a sole arbitrator to be appointed by both the parties with mutual understanding.

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.

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.

The award of the arbitrator shall be final and conclusive and binding upon the Parties

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 Delhi



13. PUBLICITY

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

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.

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).

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.

