

**AGREEMENT
FOR
ADVERTISEMENT DISPLAY AND PROMOTION**

By the signatures of their authorized representatives below, _____ (“**Client**”) and the Invictus Insurance Broking Services Private Limited (“**Partner**”) agree to all provisions of this agreement (“**Agreement**”). This Agreement will be effective from _____ (“**Effective Date**”) and will be valid for the Tenure specified in Clause 2.

Recitals:

- A. _____ (“**Client**”) is, inter alia, engaged in the business of _____ (“**Client Platforms**”) defined in **Annexure – I**.
- B. Partner is, inter alia, in the business of providing insurance broking services and owns and maintains a website www.turtlemint.com (“**Website**”) that provides information in relation to various insurance products, price comparisons of such insurance products offered by various insurers.
- C. Partner is desirous of appointing Client to display its’ advertisement banner (“**Product**”) (as more particularly defined in **Annexure – I**) on Client Platform including but not limited to _____ (“**Name of Client App**”) and thus, has approached Client to display and showcase the Product on various Client Platforms (“**Advertising Services**”).
- D. Client has agreed to provide Advertising Services to the Partner on the terms and conditions set out hereinafter.

Now, therefore, in consideration of the representations and promises made by each Party to the others, the Partner and Client agree as follows:

1. Scope

- 1.1 Partner appoints Client for providing Advertising Services of the Product on Client Platforms as and for the purposes set out in **Annexure – I** of this Agreement.
- 1.2 Parties have agreed to display the Product to those customers who use or are registered on Client Platforms for viewing any service (“**Customers**”) in accordance with **Annexure I**.
- 1.3 Partner hereby accords complete right to Client to display the Product on Client Platforms in the manner Client may wish to do in its sole discretion.

2. Tenure

This Agreement shall be effective from the Effective Date and shall continue for a period of _____THREE_____ years (“**Term**”), unless terminated earlier in accordance with Clause 10.

3. Representations and Warranties

- 3.1 Each Party represents and warrants to the other Party that:
 - 3.1.1 It is duly incorporated or established under the laws of its jurisdiction and has all requisite power and authority to own and operate its business;
 - 3.1.2 It has not suffered an Insolvency Event;
 - 3.1.3 It has the full legal capacity and power to enter into, exercise its rights under and perform its obligations under this Agreement, and the execution, delivery and performance of this Agreement has been authorized by all necessary corporate and organizational actions, and
 - 3.1.4 It has duly executed this Agreement, which forms a legal, valid and binding obligation, enforceable in accordance with its terms.
 - 3.1.5 It is not subject to any obligation that may prevent it from entering into this Agreement.

- 3.1.6 No claim or action against either Party is threatened or pending before any arbitrator or competent authority, and no order, judgment, injunction, award, or settlement has been issued, pending or outstanding, relating to either Party entering into or performing its obligations under this Agreement.
- 3.1.7 The Parties shall abide by all applicable laws including all the provisions of the Insurance Act, 1938, the Insurance Rules 1939, the Insurance Regulatory and Development Authority of India Act, 1999, the rules made thereunder and all the applicable Regulations, notifications, directives and orders issued thereunder by Insurance Regulatory and Development Authority of India ("IRDAI").

3.2 Partner's Representations and Warranties

Partner represents and warrants to Client that:

- 3.2.1 Partner owns, or has all necessary rights in, all IPRs in the Products, free of all liens, and Client will not, at any time, require any additional license or consent from third parties to provide the Services in terms of this Agreement.

4. Partner's Obligations

Content: Partner shall, at all times, be fully liable in respect of the content of its Product ("Content") including but not limited to (i) Content's compliance with Applicable Laws and guidelines of relevant authorities including any self-regulating authority such as Advertising Standards Council of India ("ASCI"), to the extent applicable, (ii) ensuring that the Content does not infringe any copyrights, trademarks, trade names and any other intellectual property rights in the said content, and (iii) Content does not violate any third party rights.

5. Client's Obligations

- 5.1 Client shall display without any change or alteration (i) the logo and/or graphics of the Partner; and (ii) banners and contents of the banners as provided by the Partner on Client Platforms including but not limited to _____ (Client) App. The Partner shall provide the content, banners and logo to Client and Client shall not make any changes or modification in the banners and contents thereof as provided by the Partner.
- 5.2 All the content which shall be used for providing advertising of Partner's business pursuant to this Agreement shall be previously approved by Client from the Partner in writing. In case any content being displayed for advertisement of Partner's business is not approved by the Partner, any liability arising from display of such content shall be borne by Client and accordingly any losses suffered by the Partner from display of such un-approved content shall be indemnified by Client.
- 5.3 Availing of advertisement by the Partner from Client shall be on a non-exclusive basis and accordingly Client agrees and acknowledges that the Partner shall be availing services from other service providers other than Client as well.
- 5.4 Client shall at all times provide the advertisement services in accordance with all the applicable laws including but not limited to the rules and applicable by-laws as enlisted by Advertising Standards Council of India and IRDAI which are applicable on Client and the terms and conditions set out in this Agreement.

- 5.5 Client shall not sub-contract or transfer or assign any of its duties, obligations and the services under this Agreement to any other person or entity without taking prior written approval from the Partner.
- 5.6 Client will not have any control and/or right on the contents displayed in the banner/advertisement or with the data. It will have full ownership of the security and confidentiality of the data.

6. Consideration and Taxes

The Parties have agreed for consideration for the Advertising Services in accordance with Annexure II for the display of Partner's Product on Client Platforms

6 Confidentiality

- 6.1 Subject to Clause 6.2, each Party will keep confidential all Confidential Information of the other Party, not use the other Party's Confidential Information for any purposes other than as required under this Agreement, and will ensure that its Representatives do not disclose to any person any Confidential Information of the other Party at any time, or make or authorise any public or private announcement or communication concerning the Agreement. Receiving Party will also ensure that its Representatives are provided access to Confidential Information only on a need-to-know-basis and solely for the performance of this Agreement.
- 6.2 Confidential Information will not include information that the other Party can demonstrate by competent evidence (A) was in its lawful possession prior to the disclosure and had not been obtained by it either directly or indirectly from the disclosing Party, (B) was lawfully disclosed to it by a third party without restriction on disclosure, or (C) is independently developed by it.
- 6.3 Each Party agrees not to disclose each other's Confidential Information to any person other than those specified in the following sentence. Each Party may disclose Confidential Information only to those Representatives who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement. Nothing will prevent either Party from disclosing the terms or pricing under this Agreement in any legal proceeding arising from or in connection with the Agreement. A Party may disclose Confidential Information to a government authority as required by law, provided, prior to such disclosure, and promptly upon receiving the disclosure request, but to the extent legally permissible, the receiving Party provides notice to the disclosing Party about such disclosure requirement and assists the disclosing Party in resisting such disclosure. Confidential Information disclosed to a government authority will continue to remain subject to confidentiality obligations.
- 6.4 Clause 6 (Confidentiality) shall continue for a period of 2 (three) years after expiration or termination of this Agreement.

7. Indemnity

- 7.1 Client agrees to hold Partner and its directors, officers, employees, representatives, harmless and keep them fully indemnified against all losses, claims, damages, liabilities, expenses, actions, proceedings etc. arising out of Client's (i) breach of Applicable Laws, (ii) breach of clause 1 (Scope), clause 6 (Confidentiality), (iii) infringement of Partner's intellectual property rights, (iv) Customer complaints / disputes caused by any action of Client through its activity on Client Platforms including but not limited to Client App, (v) gross and wilful negligence in providing the services under this Agreement.
- 7.2 Partner agrees to hold Client and its directors, officers, employees, representatives, harmless and keep them fully indemnified against all direct losses, claims, damages, liabilities, expenses, actions, proceedings arising out of Partner's (i) breach of Applicable Laws, (ii) breach

of clause 4 (Partner obligations), clause 6 (Confidentiality), (iii) infringement of intellectual property rights, (iv) Customer complaints / disputes arising due to any fault solely attributable to the Partner, (v) gross and wilful negligence.

- 7.3 Each Party agrees that indemnity under clause 7.1 shall not be the sole and exclusive remedy for Client under this Agreement. Client shall be at sole liberty to exercise all its rights and avail all remedies available to it under law and equity.

8. Limitation of Liability

Neither Party will be liable to the other Party for any indirect, incidental, consequential or special damages or loss, or for any lost profits or business opportunities, whether arising under contract (including fundamental breach), tort (including negligence) or any other legal theory, even if foreseeable or even if such Party has been advised of the possibility of such damage or loss. Provided however, nothing shall limit the liability under Clause 7 of this Agreement. Each Party's aggregate liability for damages, whether in contract, tort or otherwise, arising out of or in connection with this Agreement shall not exceed the invoice amount for the Fees paid/payable by the Partner to Client for preceding 3 (three) months.

9. IPR

- 9.1 Each Party will retain all rights and ownership in their respective IPRs. Without prejudice to the licenses granted by either Party to the other under this Agreement for purposes of marketing, promotions and advertising of the Product or as otherwise specified in this Agreement in the trademarks, trade-names, logos, brands and content etc. each Party's IPRs are, and will remain, the exclusive property of the respective Party (or its Affiliates as the case may be).
- 9.2 The intellectual property rights (in the nature of trademark or copyright or any other right) in the brand name, product names, logos, designs, colour schemes, names, marks, designs, drawings, colour, artistic work / manner etc. (hereafter collectively referred as "Marks") belonging to the Partner shall be allowed in writing by the Partner to be used by Client and shall vest exclusively and at all times with the Partner and Client agrees and undertakes not to set up any claim at any time either during the Term of this Agreement or at any time thereafter. Client also agrees and undertakes that it shall not allow the usage of Marks by any other third party.
- 9.3 Each Party ensures that they will not adversely affect the name or reputation of the other party. In particular either Party shall not infringe the intellectual property rights of the other Party or trademarks or register any domain names which include any trademarks of the other Party or which are confusingly similar to any such trademarks or other business names of the other Party
- 9.4 Partner represents that it has all necessary rights and licenses in its trademarks, name, logos, brands and Content in the Product.

10. Termination

- 10.1 Without prejudice to other provisions of the Agreement:
- 10.1.1 Either Party may terminate this Agreement, in whole or in part, by providing a written notice to the other Party if:
- 10.1.1.1 the other Party commits a material breach of this Agreement and fails to rectify the same within thirty (30) Business Days of the other party's written notice of the breach;
- 10.1.1.2 the other Party suffers an Insolvency Event; or

- 10.1.1.3 the other party suffers a change of Control, or the whole or substantial part of the other party's business is transferred to a third party, as a consequence of which the other party is unable to perform its obligations under the Agreement.
- 10.2 Either Party may terminate the Agreement, for convenience, by providing 30 Business Days' written notice to the other.
- 10.3 Termination or expiry of this Agreement for any reason will be without prejudice to (i) any accrued rights and remedies of either Party; (ii) any rights or obligations of the Parties that are intended to survive termination.

11. Force Majeure

- 11.1 No failure or omission by a Party ("**Affected Party**") to carry out or to perform any of the terms or conditions of the Agreement will give the other Party a claim against the Affected Party, or be deemed a breach of the Agreement, if and to the extent that such failure or omission arises as a result or consequence of a Force Majeure Event.
- 11.2 The Affected Party will promptly, and in any case within 3 Business Days or as soon as reasonably possible, notify the other Party of the nature and anticipated duration thereof and thereupon will be excused from performing such obligation for so long as the Force Majeure Event continues and will use all reasonable endeavours to resume performance of the obligation as soon as reasonably possible.
- 11.3 If any Force Majeure Event affects the performance of obligations of any Party, such Party will make all commercially reasonable efforts to mitigate the effect of the Force Majeure event.
- 11.4 Where a Force Majeure event materially prevents a Party's performance for a continuous period of thirty (30) Business Days, Client may terminate this Agreement or the relevant Purchase Order with fifteen (15) Business Days' written notice.

12. Governance and Dispute Resolution

- 12.1 If any dispute, constraint, difference or disagreement arises in relation to implementation of the terms of this Agreement, or its validity, interpretation, execution, performance or termination ("**Dispute**"), such Dispute will be resolved in the first instance through the process described under Clause 12.2.
- 12.2 Either Party may refer the Dispute for resolution under this Agreement in the manner below:
 - 12.2.1 The Party raising a Dispute will provide a written notice to the other Party elaborating the dispute in reasonable detail;
 - 12.2.2 Upon receipt of the notice, the Parties will designate their nominees for resolution of the Dispute within five (5) Business Days;
 - 12.2.3 The nominees will attempt to resolve the Dispute within 10 (Ten) Business Days of being designated.
- 12.3 If the Dispute is not resolved in accordance with Clause 13.2 within 15 (Fifteen) Business Days of the first written notice of the Dispute from either Party to the other, then the Dispute may be referred to arbitration by either Party.
- 12.4 Disputes referred to arbitration will be resolved by the sole arbitrator appointed mutually by the Parties. The seat and place of arbitration will be Mumbai. The language of arbitration will be English. Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended. The rights and obligations of the Parties will remain in full force pending the arbitrator's award.

13 Governing Law and Jurisdiction

Any dispute or claim (contractual or non-contractual) arising out of or in relation to this Agreement, including disputes as to its formation, will be governed by and construed in accordance with Indian laws, without regard to its conflict of laws rules. Subject to Clause

13.4, the Parties submit to the exclusive jurisdiction of courts at Mumbai. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

14 Notices

- 14.1 Any notice, demand, consent or other communication ("**Notice**") given or made under this Agreement:
- 14.1.1 will be in writing and signed by an authorised officer of the sender;
- 14.1.2 will be delivered to the intended recipient by prepaid post or by hand or fax, to the address or fax number provided below:

To Client: (Office Address)

To Partner:

Invictus Insurance Broking Services Private Limited

RDAI License No. 487,

Direct Broker (Life & General),

Valid upto : 02/04/2023 (Renewable)

Registered & Corporate Office :

303, Cosmos Mary Park, 116 /B, Kolbad, Thane (West) – 400601

CIN No. U66000MH2013PTC249565

At the address specified in the signature block, or the address or fax number last notified by the intended recipient to the sender (along with a copy of such notice or communication by electronic email to e-mail addresses provided above or last notified by the intended recipient), and

- 14.1.3 any Notice given or made under the Agreement will be deemed duly given in case of delivery in person, when delivered; in the case of delivery by post, five (5) Business Days after posting; and in the case of fax, on receipt of a transmission control report from the dispatching fax machine showing the number of pages, destination fax number and name of recipient, indicating that the transmission has been made without error.

15 Miscellaneous

- 15.1 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes any and all prior agreements, either oral or in writing, between the Parties with respect to the subject matter hereof.
- 15.2 Severability. If any provision or part thereof of the Agreement is held by a competent authority to be contrary to Applicable Laws, then the remaining part of the Agreement and each such provision of the Agreement will be valid and enforceable to the extent granted by Applicable Law.
- 15.3 Survival. The provisions of this Clause, and any provisions relating to licenses, indemnity, governing law, jurisdiction, arbitration, confidentiality, intellectual property rights and other provisions that by their nature survive expiry or termination, and those representations and warranties that are required to supplement the above Clauses for making them effective, will survive the expiry or termination of the Agreement.
- 15.4 No Waiver. No failure to exercise or any delay in exercising any right, power or remedy by a Party under the Agreement will operate as a waiver. A single or partial exercise of any right,

power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Party granting that waiver unless made expressly in writing.

- 15.5 Amendments. No amendment or variation of the Agreement is valid or binding on a Party unless made in writing and executed by the authorized representatives of both Parties.
- 15.6 Relationship. The relationship between Client and Partner is that of independent contractors dealing at arm's length and nothing in the Agreement will constitute the Parties as partners, joint venture or co-owners, or constitute either Party as the agent, employee or representative of the other. Partner acknowledges that it has been appointed by Client as a non-exclusive contractor and that nothing contained in this Agreement will operate to prevent Client from engaging any other person to supply a product or perform the scope of work that is the same as or similar to that under this Agreement.
- 15.7 Language. The language of the Agreement, all oral and written communication related to the Agreement, reports and other documents required to be submitted in accordance with the Agreement, will be in English.
- 15.8 Counterparts. This Agreement may be executed in any number of counterparts, whether signed originally or reproduced by facsimile, each of which will be deemed to be an original, and all of which will constitute one and the same instrument.
- 15.9 Assignment. Partner will not assign or transfer the whole or any part of this Agreement or any benefit, interest, obligation or liability in or under the Agreement without the prior written consent of the Client. Client will be entitled to assign the Agreement to any of its Affiliates or successors in interest, without prior consent of Partner.
- 15.10 Specific Performance. Partner agrees that damages may not be an adequate remedy for Client under the Agreement, and Client will be entitled to an injunction, restraining order, right of recovery, specific performance or such other equitable relief to restrain Partner from committing any violation or to enforce the performance of the covenants, warranties or obligations contained in the Agreement.
- 15.11 Inurement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns.

16 Definitions

The following terms will have the meaning assigned below. Other terms will be as defined in the body of this Agreement or in the General Terms.

Affiliate means any entity that is Controlling, Controlled by, or is under the common Control with that entity.

Client Platforms includes the digital platforms which are owned by Client or in respect of which Client enjoy the right to use.

Applicable Law means, in relation to the obligations of the Partner and Client, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, code, standard, manual, policy, requirement, or other government restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any competent authority, whether in effect as of the Effective Date or thereafter, and in each case as amended from time to time.

Business Day(s) means days on which banks are open for business in New Delhi and Mumbai.

Confidential Information of a party means any and all information, data, audio, video, drawings, documents, software or other proprietary material, experience and know-how, audit findings and observations, dealings, transactions or affairs of or relating to such Party, including without limitation, technical, technological, financial, marketing, and business information and plans, disclosed or shared by either Party in relation to this Agreement,

whether in tangible or intangible form, whether or not such information is designated as confidential information.

Control means the power to direct or cause the direction of management and policies of an entity, either directly or indirectly, whether through direct or indirect ownership, voting rights, contract or otherwise. **'Controlling', 'Common Control', 'Controlled by'** and **'under Common Control with'** will be construed accordingly. **Force Majeure Event** means, in relation to a Party an exceptional event or circumstance listed below and (a) which is beyond that Party's control, (b) which such Party could not reasonably have provided against, and (c) which, having arisen, such Party could not reasonably have avoided or overcome:

- (i) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, military invasion, insurrection of military or usurped power;
- (ii) earthquake, flood, or any other natural disaster, but excluding weather as such, regardless of verity; or
- (iii) strikes at national or state level or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by such Party or its Representatives and which affects a substantial or essential portion of the obligations of that Party.

Insolvency Event means, in relation to a Party, the occurrence of any of the following events: inability to pay its debts as they fall due; admission of its inability to pay its debts; general assignment, arrangement or composition with or for the benefit of its creditors; commencement of insolvency proceedings, including the commencement of Corporate Insolvency Resolution Process as provided for under the Insolvency and Bankruptcy Code, 2016; passing of a resolution for voluntary winding-up, official management, liquidation or dissolution (other than pursuant to a consolidation, amalgamation or merger); appointment of any liquidator, interim resolution professional or any similar official over its assets or any similar proceeding.

IPR means any rights in or in relation to any patent, copyright, design, utility model, trade mark (whether registered or not and includes rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right, software database rights and any other rights of a proprietary nature, existing anywhere in the world, whether registrable or not.

Product means product or services of Partner as detailed in **Annexure – I**.

Representative means directors, employees, agents, contractors, representative, advisors or personnel.

Taxes mean all applicable taxes, duties, cess or levies imposed by a competent authority.

Other capitalized terms shall have the meaning accorded thereto under the respective clauses of this Agreement.

Annexure - I

Product Description Details

Advertising Details:

Client will provide promotional services to the Partner to display its logo, banner, advertisement to Customers on agreed Client Platforms to Client customers.

Annexure – II

Consideration

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused the Agreement to be executed by their duly authorized officers on the day and year first written above.

The persons signing below represent that they are duly authorized to sign on behalf of their respective entities.

_____ **(Name of Client)**

Invictus Insurance Broking Services Private Limited

Signature:

Signature:

Name:

Name: Vilas Gandre

Designation:

Designation: Principal Officer

Date:

Date:

Registered Address: _____

Registered Address:

303, Cosmos Mary Park, 116 /B, Kolbad, Thane
(West) – 400601