

## **COORDINATOR (STATE/DISTRICT) POLICY**

**POLICY SUMMARY:** AICRA will permit an associate to appoint Coordinators across India to execute its services to its potential clients. Coordinator policy is all about to understand all legal, commercial and business aspects of Coordinators that is named “State Coordinator” and “District Coordinate”.

**PURPOSE:** This policy reflects AICRA Coordinator’s obligations towards AICRA as well as norms set to abide by Coordinator to drive business. The terms and clauses under this policy is by default acceptance of the coordinator, post his application to become coordinator is accepted by AICRA or he initiate the payment of license fee to become coordinator.

**SCOPE/APPLICABILITY:** This policy is applicable to all State Coordinator (SC) and District Coordinators (DC). This policy’s scope includes all business information, as described in Definitions below.

### **TERMS TO BE USED IN POLICY DRAFT:**

#### **1. DEFINITIONS – In this policy unless the context provides otherwise:**

- i. **Coordinator** the coordinator (State/ District) further represents to AICRA in assigned area that it possesses requisite infrastructure, manpower and adequate financial resources to fulfill all its obligations set out in this policy and is in a position to effectively promote, market and develop the business of AICRA services. The coordinator undertake to abide by the terms and conditions of this policy and/ or of the coordinator’s policy manual (Annexure-A), as amended and in force from time to time and understands that any breach may constitute a material breach and shall entitle AICRA to terminate/ discontinue services, with immediate effect, at its sole discretion.
- ii. **Agreement** shall mean entire agreement as defined under Clause 2 herein.
- iii. **Business** means and includes orders booked by the Coordinator in a particular Financial Year, for which the invoice/s are raised by the coordinator or AICRA or its associate vendors to the End-user in the same Financial Year.
- iv. **Confidential Information** shall mean any and all information / documents exchanged by AICRA with the Coordinator under the terms of this policy or incidentally thereto, and shall not be limited to but include documents, details, manuals, accounts, business plans, quarterly analysis reports, on-line information Website, data development materials and the delivery material and updates communication network, electronic commerce support services and other allied services, dedicated ports, financial information, data feed, formula and pricing information and all other documents, or any other information of AICRA, whether disclosed to the Coordinator via oral, graphic, written, electronic or machine readable form, whether or not the information is expressly stated to be confidential or marked as such, all intellectual Property, instant agreement and other proprietary information including without limitation design and other

intellectual property rights connected thereto including but not limited to copyright, trademark, trade name, brand name, service marks, etc. The content, data, system, process and technology owned by coordinator and the information available publicly will not part of this confidential information and they are excluded from confidential information.

- v. **Period** The coordinator (State/District)'s terms with AICRA shall be valid for a period of 3 years from the date of onboarding of the coordinator or unless otherwise mutually agreed upon between the Parties hereto, this terms shall stand automatically terminated by efflux of time as at the close of business as on the last day of the validity.
- vi. **Age on-board (AOB)** the period for which coordinator receives license (permit) to work with AICRA as State Coordinator/ District Coordinator in assigned area.
- vii. **End users** shall mean and include all the subscribers of AICRA who wishes to avail/who is availing the services specified in this draft.
- viii. **Exclusivity** the Coordinator shall not directly or indirectly execute any arrangement / agreement with any third part for similar / same Services, as contemplated under this policy. Onboarding itself is the acknowledgement and acceptance by coordinator that such exclusivity on the part of the coordinator is an essence of this policy.
- ix. **Force Majuro Event** shall mean and include an act of God, Governmental Authority, public enemy, war, riot, flood, civil unrest, insurrection, adverse climatic conditions, power outage, failure of performance by a third party (not due to any act or omission by either Party) or any other cause beyond the control of coordinator and AICRA.
- x. **Intellectual Property** shall mean all direct and ancillary rights, title and interest in any trademarks, trade names, goodwill, service marks, copyrights, software program / code, domain names, patents, designs, end-user databases and any other intellectual property including in any form relating to AICRA.
- xi. **Material breach** shall when occur the coordinator fails in any respect to perform or exercise or comply with any of its rights and obligations respectively or where the Coordinator causes or may cause an adverse effect upon AICRA's ability to fulfill the terms of this policy.
- xii. **Service/s** shall mean and include services like On-campus training to schools and colleges, District and State level competitions and promotion activities etc. including other products & services to be introduced through coordinator by AICRA (at the sole discretion of AICRA), from time to time.
- xiii. **Term** shall mean the tenure of this Agreement as referred under clause 6 of this agreement.
- xiv. **Territory** shall mean defined geography (State or District).

## 2. OBLIGATIONS OF AICRA

- i. **Induction:** Providing induction and training to coordinator's team as well as facilitating them with all technical support.

- ii. Service order execution: Execution of all orders taken by coordinator as per the AICRA guidelines. AICRA will appoint vendors, partners to execute all orders.
- iii. Marketing Support: AICRA does various activities throughout year. Potential leads received by AICRA, will be shared with Coordinator. Besides this basic PoS material and creative to optimize business orders, will also be provided by AICRA.
- iv. Product Information: AICRA shall, on best effort basis, 1st provide promotional materials like brochures, collateral's and tariffs to the Coordinator for the effective promotion of the Service/s, and provide intimation to the Coordinator, in the event of any change(s) / revision(s) / update(s) / alteration(s), from time to time in either Service/s or Tariffs. AICRA reserves the right to charge a reasonable cost for brochures provided to the Coordinator for additional demands.
- v. Sales Promotion: AICRA may also provide Services demonstration as considered appropriate and conduct seminars and other professional activities, at its sole discretion, to facilitate the End-user to have knowledge of the Services offered by AICRA.
- vi. Financial Consideration: AICRA will pay to coordinator (directly or via its service providers), a Commission for soliciting the sale of AICRA's Services. It will be disbursed in form of credit note that can be adjusted by the coordinator from his proceeding orders. The commission is designed for the parties to earn on achievement of targets / milestones. The Commission Structure along with other terms and conditions for all Services provided herein is specifically laid down in the coordinator's Policy Manual (Annexure-A)

### **3. OBLIGATIONS OF THE COORDINATOR**

- i. Business obligation: It is mandatory for a coordinator to deliver monthly/yearly business plan set by AICRA, for the Services as per the provisions enclosed in the coordinator's Policy Manual. Coordinator has to provide, within the Territory, well qualified, competent and adequately trained manpower for the development and promotion of the Services, to the satisfaction of AICRA.
- ii. Manpower: Coordinator is supposed to deploy minimum required manpower as follows to execute AICRA's services in market.
  - a) State Coordinator: 2 Managers and 5 support executives
  - b) District Coordinator: 1 Manager and 1 support executive
- iii. Market development obligation: Unless otherwise contained in this draft manual, the coordinator shall be solely responsible to promote, market and develop the business effectively, obtain orders for the Services, etc. in order to discharge its obligations, in an appropriate and efficient manner, as desired by AICRA.
- iv. Communication and Service Agreement with the End-User: The Coordinator shall communicate to the prospective End-users the details regarding the Services available from AICRA as per the terms and conditions including tariffs notified by AICRA from time to time, AICRA authorizes, the coordinator only to solicit order(s) from the End-users on behalf of AICRA as per AICRA's directions, to achieve the purpose of this agreement. However, the coordinator will have authority to accept any Sale order or conclude any agreement with the End-User, on behalf of AICRA. Also, it is known that the coordinator will continue to market their products with the End-users along with AICRA services/products. AICRA and coordinator agrees and understands that the

agreements with End-users can be signed between either End-user and coordinator or End-user and AICRA. In addition, the coordinator agrees and undertakes that it shall: (a) not bind AICRA or otherwise make any commitment on behalf of AICRA for sale of the Services; (b) not give or make any warranty, undertaking, promise, representation or understanding with regard to the Services to any person; (c) not incur any liability on behalf of AICRA; (d) not in any way pledge or purport to pledge AICRA's credit in any manner, whatsoever; and (e) not represent its employee's as employees of AICRA.

- v. Business Leads: The coordinator shall be responsible to duly forward all business leads to AICRA from existing as well as prospective End-user within the territory together with requisite details, as desired / sought by AICRA. The Coordinator understands that there will be periodic reviews of these Business Leads and unless there are realistic developments in the same, AICRA will reserve a right to re-allocate these leads to AICRA's corporate sales team to facilitate coordinator.
- vi. Reporting: The coordinator shall be responsible to furnish AICRA quarterly business reports regularly, fully completed, as per the formats introduced by AICRA and made available to the Coordinator from time to time. These business reports should be sent electronically to AICRA by the coordinator.
- vii. Sale Price: The coordinator will need to book orders as per the Official price guidelines of AICRA which is in force at any given point in time, any deviation from this needs a written approval from AICRA.
- viii. Collections: The coordinator shall be solely responsible for the collection of all amounts due from the End-users while booking the Services. The coordinator shall ensure that all collections, made through any mode shall be handed over to AICRA (after deduction of commission or credit note) within one (1) working day of collection of the same from the End-user; or deposited in AICRA's account or its service provider's account, as intimated to the coordinator, from time to time. All the collections have been made in advance.
- ix. Change in price List/Tariffs: The Coordinator agrees and undertakes that AICRA is free to change the price list / Tariffs at its own discretion based on the instruction of AICRA.
- x. Changes in Coordinator's Policy Manual (Annexure-A): The Coordinator agrees and understands that AICRA shall be entitled to make at any time and from time to time such changes in the coordinator's Policy Manual, at its (i.e. AICRA's) absolute sole discretion.
- xi. Usage of AICRA's logo: The coordinator agrees and undertakes to follow the guidelines for the use of the logo/by-line as per the layout detailed under the coordinator's Policy Manual. Any violation of logo usage by the coordinator shall render the coordinator liable for prosecution / damages.
- xii. Use of trademarks, trade name, etc: The coordinator agrees and understands that AICRA shall be entitled to use coordinator's trademarks, trade names, brand names etc. as it may consider appropriate at any of its website and its related pages or in the information base, data, development material and other matters, for the purposes of this agreement.

#### **4. RELATIONSHIP**

The coordinator acknowledges and always agrees to act for the limited and exclusive purpose of the policy. The coordinator and AICRA are independent parties and both the parties are free to continue to their business and services. Nothing in this policy will be construed to

Make either party an employee or legal representative of the other party. No person employed by the coordinator shall be entitled to any compensation or benefits of any kind from AICRA. The coordinator shall have no authority to bind AICRA in any respect, whatsoever and shall not hold itself out as owned by or coordinator with AICRA other than as an independent Coordinator of AICRA acting in accordance with coordinator Policy Manual, authorized and permitted to market and promote the Service on the terms and conditions herein set forth, None of the employees of the coordinator shall be construed or deemed to be the employees of AICRA at any time and the coordinator shall indemnify AICRA against any such direct or indirect claims. The coordinator or its employee or personnel shall not do anything, in law or otherwise, to claim a relationship of employer and employee or any relationship similar thereto or any monetary or other benefits or claims, against AICRA.

## 5. TERM AND TERMINATION OF COORDINATOR

- i. State coordinator has term of 3 years and District Coordinator has term of 1 year with AICRA, commencing from the effective date of onboarding (from the date of application acceptance or License fee received) which may be renewed for further periods, by AICRA in writing, subject to the coordinator's performance, set by AICRA.
- ii. This coordinator may resign providing a written notice of 60 days to AICRA and shall contain the reason of resignation, duly signed by an authorized signatory. Coordinator needs to provide services during notice period.
- iii. AICRA shall have the right to terminate coordinator (State/District) forthwith in the event
  - a. If the coordinator commits a Material Breach of the obligation assumed on his part and fails to rectify the same within reasonable period.
  - b. If the coordinator fails to achieve the minimum quarterly target specified under the coordinator' Policy Manual, for two consecutive quarters, for any reason whatsoever.
  - c. If the Coordinator commits any act detrimental to the interest, goodwill, of AICRA or to the operations in the sole discretion of AICRA.

## 6. PAYMENT OF LICENSE FEES

- i. In consideration for the grant of the License, Coordinator shall pay to AICRA the non-refundable license fees as follows, exclusive of GST as applicable (collectively, the "LICENSE FEES").

State Category	State Coordinator' License Fee
North-East, West Bangal, UPE, UPW, Mumbai, ROM, Madhya Pradesh, Punjab, Tamilnadu, Gujarat, Delhi	25,00,000/-
Rajasthan, Karnataka, Andhra Pradesh, Telangana, Kerala, Chhattisgarh	20,00,000/-
Himanchal Pradesh, Uttarakhand, Orissa, Goa	15,00,000/-

District Category	DC License Fee
Tier 1 (Population > 15 L)	200,000/-
Tier 2 (Population between 5 to 15 L)	150,000/-
Tier 3 (Population < 5 L)	100,000/-

- ii. All statements and all other accountings rendered by coordinator hereunder shall be subject to objection, stating the basis thereof, by AICRA until one (1) years after the termination or expiration of period of relation with coordinator.
- iii. Coordinator shall maintain, at its executive offices (wherever located) for the duration of his active tenure and for one (1) year thereafter, books of account concerning sales of all Product and Services and such other records as may be made by coordinator with respect to the use of the AICRA Services. AICRA or its vendor may, at AICRA's sole expense, examine (i) said books and records for the purpose of verifying the accuracy thereof, during coordinator's normal business hours and upon reasonable written notice, but no more than twice annually; PROVIDED, HOWEVER, that if such audit reveal any underpayment of greater than five percent (5%) or any use of the Service in violation of this policy, in addition to any other remedies that may be available to AICRA. coordinator shall pay to AICRA (i) all such amounts plus all interest in such amounts and (ii) all costs of such audit. Such books relating to any particular statement of sales may be examined as aforesaid only within two years after the date rendered. AICRA shall notify coordinator in writing within 90 days after such examination if AICRA believes that coordinator's books are not accurate. AICRA and its agents shall keep all information obtained in such examination confidential and use such information solely for the purpose of this Section.
- iv. All fees are subject to applicable taxes.

## **7. EFFECT OF TERMINATION / EXPIRATION**

- i. Upon the termination / expiry of the coordinator relation with AICRA for any reason whatsoever the coordinator shall immediately cease to represent AICRA and shall return all / any amounts to due AICRA to be collected from the End User in his possession, to AICRA.
- ii. Upon termination/expiry, coordinator shall immediately return/destroy as and when directed by AICRA all/any intellectual property including Confidential information and any copies thereof owned by AICRA, in the Coordinator's possession and certify to AICRA in writing, within seven (7) days of doing so .The Coordinator shall not claim any lien or rights in regard to the End User introduced by him and the Coordinator shall not encroach on the end users of AICRA, whatsoever. The termination / expiry shall not affect the accrued rights and obligation of the respective parties.
- iii. Upon the termination / expiry of AOB and for a period of one year after its termination / expiry for any reason whatsoever the Coordinator shall not represent, act or deal in any manner or enter into any arrangement/agreement with any third party involved in provisioning of similar/same Services as contemplated under this agreement. However, AICRA understands and agrees the coordinator is into similar business and providing similar services to their clients, education institutions and students and hence AICRA has no objection for coordinator to continue their services even after the termination
- iv. Upon the termination / expiry of AOB, the Coordinator shall hand over to AICRA all the documents records and accounts of all existing and prospective transactions regarding the End-users.

## **8. OWNERSHIP INTELLECTUAL PROPERTY**

- i. The proprietary rights and all Intellectual Property rights, interests and claims in regard to the information as provided on Internet including on-line information Web-site, data development materials and the delivery material and updates communication network, electronic commerce support services and other allied services and dedicated ports in terms of this agreement
- ii. *Privileged and Confidential*  
Including the design and other intellectual property rights connected thereto including but not limited to copyright, trademark, trade name, brand name, service marks, etc. shall vest with AICRA in perpetuity, for all intent and purposes. Coordinator shall neither have nor shall assert any claim concerning the above, whatsoever.

## **9. RECORDS AND REPORTS**

- i. The coordinator shall establish a book-keeping, accounting and record keeping system and maintain financial records in accordance with generally accepted accounting principles. The Coordinator shall also maintain the record of the detail of the collections from the End-Users, based on which the commission claims will be made to AICRA. If AICRA establishes computerized book-keeping, accounting or record-keeping systems, the coordinator may use such system(s), subject to payment of all reasonable fees charged by AICRA or others for the use thereof.
- ii. The Coordinator shall maintain at each location an accurate record and account of all transactions regarding each sale for a period of five (5) years after the initial dates of sale.
- iii. The Coordinator shall prepare and forward as requested by AICRA any and all forms and reports that AICRA deems necessary.

## **10. CONFIDENTIALITY AND PREVENTION OF UNAUTHORISED USE**

- i. The coordinator shall keep strictly confidential all information (i.e. Confidential information, as detailed above) and details including but not limited to accounts, business plans, quarterly analysis reports, data, details, End-user lists, manuals and all other documents disclosed to the coordinator by AICRA in the course of the implementation of this agreement, except to its employee's, as may be required for the purpose of the business. The coordinator will cause all such employees and persons appointed by the coordinator to execute appropriate confidentiality agreements to protect the rights of AICRA and AICRA's End user.
- ii. The coordinator acknowledges that any unauthorized use or disclosure of the Services of AICRA, confidential information (detailed above), delivery material or any other matter given to the Coordinator under this policy may cause irreparable damage to AICRA. Coordinator accepts full responsibility to prevent any such unauthorized use or disclosure. This obligation shall survive for a period of five (5) years, even after the termination or expiry of AOB.
- iii. The coordinator acknowledges that loss etc arising out of the unauthorized use or disclosure of the Confidential Information of AICRA by the Coordinator cannot be reasonably compensated in monetary terms and AICRA shall be entitled to seek injunctive and other equitable relief to prevent or curtail any actual or threatened breach by coordinator of the afore-said.

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- i. The Coordinator shall promptly notify AICRA of any unauthorized use and take all appropriate steps that are necessary to recover the confidential information of AICRA and to prevent subsequent unauthorized use or dissemination of the confidential information including availing of action seizure and injunctive relief.
- ii. The coordinator will not copy the information, data including development materials and the delivery material without AICRA's prior written approval. Coordinator will not translate, modify, adapt, de-compile, disassemble the information, data, development material and the delivery material except as specifically agreed to by AICRA. The content, data, system, process and technology owned by coordinator and the information available publicly are excluded from this clause.

## **11. REPRESENTATION AND WARRANTIES**

Coordinator represents and warrants that:

- i. It is a legal entity, validly existing and in good standing under the laws of India as detailed in the title page.
- ii. The coordinator has all necessary corporate power and authority to conduct its business as it is currently being conducted; and it is competent to enter into this policy and to perform its obligations under this policy.
- iii. There are no proceedings pending, which may have an adverse effect on the ability of the coordinator to perform and meets its obligations under this policy.
- iv. It is in compliance with all applicable laws, orders, rules and regulations of all governmental bodies and agencies, except where such noncompliance has and shall have no adverse effect on this policy.
- v. It and its personnel will perform its obligations under this policy in a competent and professional manner and with all reasonable skill and care required for the effective performance of its obligations.
- vi. The terms in this policy constitute a valid and binding agreement, enforceable in accordance with its terms under applicable law.
- vii. It has obtained the necessary permissions including but not limited to licenses, permissions, etc. to carry out the marketing, promoting and soliciting sale of AICRA's Services.
- viii. The statements, representations and warranties made by coordinator do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading to the best of its knowledge.

## **12. INDEMNITY AND ENFORCEMENT OF RIGHTS**

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- i. The coordinator shall indemnify AICRA and keep AICRA at all times fully indemnified



from and against all actions, proceedings, claims, demands, cost, wastes and damages however arising, directly or indirectly, as a result of any breach or nonperformance by the coordinator of any of its undertaking, representations and warranties and/or its obligations under the agreement.

- ii. The coordinator acknowledges that loss etc. arising out of the non-performance of obligations by the coordinator or breach of any of the terms of this agreement cannot be reasonably compensated in monetary terms and the coordinator accordingly agrees that AICRA shall be entitled to seek injunctive and other equitable relief to prevent or curtail any actual or threatened breach by coordinator of the express provisions including obligations and representations and warranties of the coordinator of this policy or purpose fundamental (though not expressed) to signing this agreement.

### 13. LIMITATION OF LIABILITY

- i. Under no circumstances will AICRA, its affiliates, employees, representatives or any other person acting on behalf of AICRA be liable for any consequential, indirect, special, punitive, or incidental damages or lost profits, whether foreseeable or unforeseeable, whatsoever, including but not limited to claims for loss of goodwill, use of money, interruption in use or availability of Services, stoppage of other work or impairment of other assets.
- ii. The coordinator shall not be entitled to grant any sub-license in whole or in part in respect of the Franchise or to sub-license the use of Training Resources Material or sub-delegate the rights and duties granted to it under this policy.

### 14. MISCELLANEOUS

- i. **Announcements/Press Releases** - AICRA shall have a right to any announcement which relates to or arises out of or in connection with this Agreement, without the prior written approval of the coordinator.
- ii. **Force Majeure** – AICRTA will be held responsible to the coordinator for its temporary or permanent inability to perform its obligations under this policy, if such incapacity is caused by the occurrence of a Force Majeure Event. The Parties agree that their mutual obligations shall be in abeyance during the occurrence of a Force Majeure Event.
- iii. **Notice** - Any notice, agreement approval or other communication required or permitted under this policy will be given in the English Language and will be sent in writing by tealeaf, E-mail, Courier, first class airmail, postage prepaid, to the address given at the title page or to any other address that may be designated by prior notice.
- iv. **Authorized Representative** – The coordinator need to ensure that except where expressly permitted or otherwise required for effective conduct of business, they shall deal with AICRA only through the designated officers/representatives, duly intimated to AICRA.
- v. **Execution of other arrangement** - The Coordinator undertakes to do any and all acts and execute any and all documents in such manner within the territory, as may be required by AICRA in AICRA's sole discretion to protect, prevent or enforce any of the rights granted or confirmed to AICRA pursuant to this agreement.
- vi. The AICRA shall have a right to change its trade name as and when deemed proper by the AICRA and that is to be informed to coordinator when, if required.

- vii. **Arbitration** - Each of the parties herein agree that:
- a. If any dispute, difference, controversy or claims arising out of or relating to this policy or the breach, the coordinator shall attempt, for a period of thirty (30) days from the receipt of a notice from AICRA of the existence of a dispute, to settle such dispute by giving appropriate explanation to AICRA.
  - b. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent Amendments.
  - c. The place of arbitration shall be New Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made, in New Delhi.
  - d. 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.
  - e. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties, and the provisions of the [Indian] Arbitration and Conciliation Act, 1996 shall apply.
  - f. The rights and obligations of the coordinator and AICRA under, or pursuant to, this Clause, including the arbitration agreement in this Clause, shall be governed by and be subject to Indian law, and the Agreement shall be subject to the exclusive jurisdiction of the courts at New Delhi.
  - g. During the conduct of arbitration proceedings, the coordinator shall bear the cost of the proceedings. Eventually, all costs and expenses of the arbitration shall be borne by coordinator in the manner awarded by the arbitration panel.
  - h. Nothing contained in this clause will prevent AICRA from seeking interim injunctive relief against the coordinator or filing an action against the coordinator to collect unpaid and past due amounts in the courts having jurisdiction over the other party.

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- viii. **Insurance** - The coordinator alone shall be responsible for all loss or damage arising out of or relating to the operation of the Coordinator or arising out of the acts or omissions of the coordinator or any of its agents, personnel or contractors in connection with the soliciting of sale of Services, or the rendering of Services by the coordinator, and for all claims for damage to property or for injury or death of any persons directly or indirectly resulting there from. The coordinator shall at all times during the term hereof, at the coordinator's sole expense, be insured for under a comprehensive liability insurance policy against claims for bodily injury and personal injury, death or property damage caused by or occurring in conjunction with the coordinator's business.
- ix. Neither Parties shall be responsible to the other parties for any loss/damages other than threat to internal security caused with willful intention during execution and performances preferred in writing by the said parties as per them clauses contained in this Agreement. The parties shall be normally responsible for ensuring their respective equipment and personal

For any claims that may arise during the discharge of the responsibilities of the respective party under this Agreement.

- x. **Counterparts** - This policy may be executed in any number of counterparts, each of which, when executed and delivered, is an original, but all the counterparts taken together shall constitute one document.
- xi. **Governing Law** - This policy (and any dispute or claim relating to it, its enforceability or its termination) shall be governed and interpreted according to the laws of INDIA. The Courts at New Delhi shall have exclusive jurisdiction over any disputes under this policy.

**15. POLICY RENEWAL/REVIEW:** This policy is to be reviewed annually to determine if the policy complies with current AICRA regulations. In the event that significant related regulatory changes occur, the policy will be reviewed and updated as needed.

MANDATORY DISCLOSURE