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1. Preamble/ Background:

Outsourcing is a business decision that is often made to lower costs or focus on competencies. Thus, Outsourcing involves transferring a significant amount of management control and decision-making to the third parties, and so requires a robust policy mechanism to manage the activities so outsourced functions or jobs.

Besides, IRDA has laid down stringent regulations to ensure that the attendant risks are addressed and managed by the Organizations that choose to outsource their activities. Accordingly, this Policy is being drafted in line with the relevant terms and conditions as specified by IRDA through IRDA (Insurance Brokers) Regulations, 2018, which broadly defines the principles and guidelines to be followed by Insurance Brokers in their respective Outsourcing Activities.

2. Purpose (Objective):

- 2.1 To ensure sound and responsive risk management practices for effective oversight, due diligence and management of risks arising from outsourced activities; and
- 2.2 To ensure that outsourcing arrangements neither diminish the ability of Manappuram Insurance Brokers Limited (hereinafter referred to as MAIBRO) to fulfill its obligations to customers and IRDA nor impede effective supervision by IRDA.
- 2.3 To ensure that MAIBRO at all times is in compliance with extant guidelines of the regulatory bodies on outsourcing.

3. Scope:

This policy aims to lay down comprehensive guidelines for all outsourcing activities in the MAIBRO including:

- 3.1 The criteria for selection of outsourcing activities as well as service providers including the justification for Outsourcing of an activity or a function or a job.
- 3.2 Procedures for outsourcing activities including the assessment of risks and materiality of the management.
- 3.3 The processes to Identify, manage and mitigate key outsourcing risks through a Risk Management Programme,
- 3.4 Systems to monitor and review the operations of outsourcing activities.
- 3.5 The processes to Identify “Material outsourcing arrangements” and manage them diligently as prescribed by regulatory guidelines.

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3.6 The parameters to analyse cost benefit from the activity being outsourced.

4. Responsibility :-

Company Secretary & Compliance officer.

5. Policy Review :-

Board of Directors will review the policy at least once in a year keeping in mind the changes in the internal and external environment impacting the outsourcing arrangements.

6. Key Formats / Records :-

- Check List for Risks for Outsourcing Arrangements
- Checklist for Materiality of Outsourcing Arrangement
- Cost Benefit Analysis Parameters
- Vendor Risk Assessment
- Outsourcing Agreement
- Vendor Evaluation Form

7. Definition :-

Outsourcing: For the purpose of this policy, outsourcing means the use of a third party (either an affiliated entity within a corporate group or an entity that is external to the corporate group) by MAIBRO to perform activities on a continuing basis that would normally be undertaken by the MAIBRO itself, now or in the future. 'Continuing basis' includes agreements for a limited period.

Third Party: Third party also referred to as service provider in this policy refers to the entity located in India or elsewhere (Subject to Clause VII of Annexure-1) that is undertaking the outsourced activity, which may also include a group company of MAIBRO.

Risk Management Programme: Would mean the risk management programme to address the outsourced activities and the relationship with the third party, as laid down by this policy and approved by the Board. (Programme outlay is appended as **Annexure 1**)

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5.4 Outsourcing Committee: This is a Management Level Committee constituted by the Board, and should comprise of the Heads of Departments of the following departments, at a minimum

- I. HOD -Operations,
- II. Company Secretary & Compliance Officer-
- III. HOD- Finance and Accounts,
- IV. HOD- IT / CTO
- V. HOD - HR &Admin
- VI. CEO – Chairperson of the Committee

The Outsourcing Committee’s duties and responsibilities are elaborated in para 2(2) of this policy.

The Head of HR &Admin will act as the secretary of this Committee.

The CEO will chair this committee.

The Quorum will be a minimum of 4 Members with the CEO being in Chair.

5.5 Material Outsourcing: For the purpose of this policy, material outsourcing arrangements are those which, if disrupted, have the potential to significantly impact the business operations, reputation, profitability or customer service.

Materiality of outsourcing would be based upon and be assessed for:

- 5.5.1 The level of importance to MAIBRO of the activity being outsourced as well as the significance of the risk posed by the same;
- 5.5.2 The potential impact of the outsourcing on MAIBRO on various parameters such as earnings, solvency, liquidity, funding capital and risk profile;
- 5.5.3 The likely impact on MAIBRO reputation and brand value, and ability to achieve its business objectives, strategy and plans, should the service provider fail to perform the service;
- 5.5.4 The cost of the outsourcing as a proportion of total operating costs of the MAIBRO;
- 5.5.5 The aggregate exposure to that particular service provider, in cases where MAIBRO outsources various functions to the same service provider; and
- 5.5.6 The significance of activities outsourced in context of customer service and protection.

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8. Policy Guidelines :-

1. Activities which cannot be Outsourced	2. Responsibilities	3. Procedures	4. Grievance Redress Mechanism
<p>The following activities cannot be outsourced: -</p> <p>1.The functions of the direct/ reinsurance/ composite broker as given in Schedule I – Form A under Regulation 4.</p> <p>2. Risk management services unless the broker does not undertake this activity at all.</p> <p>3.Claims consultancy services unless the broker does not undertake this activity at all</p>	<p>1. Responsibility of the Board</p> <p>a) The Board of MAIBRO shall have the responsibility for oversight of the outsourcing policy and related activities undertaken under the policy. The same may be delegated to the Outsourcing Committee, who shall furnish periodic reports to the Board on its functioning, including the decisions that has</p>	<p>1. Screening and approval of outsourcing proposals by the Outsourcing Committee</p> <p>The concerned department desirous of outsourcing an activity (covered by this Policy), shall prepare an appropriate note on the same (as per Annexure), describing in detail the activity, risks involved, the reason and necessity for outsourcing and all other relevant factors leading to the proposed outsourcing, and submit the same to the Company Secretary and Compliance Officer, who will request convene the outsourcing committee to deal with the same.</p> <p>The Committee shall deliberate on the same in a meeting to be held for this purpose, which proceedings shall be minuted.</p> <p>After due discussions, the Committee may recommend for</p>	<p>MAIBRO to have a robust grievance redress mechanism, which in no way shall be compromised on account of outsourcing.</p> <p>MAIBRO's Customer Grievance Redressal Mechanism shall be applicable in fully to all grievances arising out of any deficiency in the service provided by the outsourcing service provider.</p>

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	<p>been taken by it from time to time.</p> <p>b) Approving a framework to evaluate the risks and materiality of all existing and prospective outsourcing and the policies that apply to such arrangements;</p> <p>c) Laying down appropriate approval authorities for outsourcing depending on risks and materiality.</p>	<p>approval or reject the proposals and the reasons for the said decision taken shall be recorded in writing.</p> <p>The Outsourcing Committee's recommendations for Approvals will be submitted to the Chairman of Board, for his final approval, along with the MOM of the committee's meeting.</p>	
	<p>2. Responsibilities of Outsourcing Committee</p> <p>As delegated by the Board from time to time, the Outsourcing</p>	<p>2. Selection of the third-party service provider</p> <p>The selection of the service provider shall be carried out by the Department that is proposing the Outsourcing Arrangement.</p>	

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	<p>Committee as constituted by the Board shall have the overall responsibility to oversee and implement the policy as follows:</p> <p>1.Ensuring the implementation of the Board’s decisions on this policy;</p> <p>2.Developing, implementing and periodically reviewing outsourcing policy and related procedures to ensure that it conforms to the scope and complexity of the outsourcing activities;</p> <p>3.Reviewing the</p>	<p>The Selection of the Third-Party Service Provider should always be based on the principles of fair play – and opportunity provided to as many vendors as possible (and are eligible/qualified to provide such services) through an appropriate RFI/RFP/RFQ process as may be suitable at the material time and depending on the technical focus of the proposed arrangement.</p> <p>Once the concerned department has completed the Vendor Assessments and submitted their recommendations to the Outsourcing Committee, the Committee shall then - keeping the best interests of MAIBRO in mind and after recording its satisfaction that the third party has the ability and capacity to undertake the provision of the service effectively – finalize the Vendor.</p> <p>The due diligence shall be carried out in accordance with the terms as laid out in the Risk Management Programme. (Annexure 1)</p>	
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	<p>Outsourcing Proposals and independently evaluating the risks of all existing and prospective outsourcing, based on the board approved policy and recording the assessment thereof;</p> <p>4.Ensuring that contingency plans, are in place and tested as dictated by the policy vis-à-vis the outsourced activities;</p> <p>5.Ensuring that there is independent review and audit for adherence with set policies;</p> <p>6.Informing the Board on the risks</p>		
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	<p>and provide periodical reports connected with the outsourcing activities in a timely manner;</p> <p>7.The Head of AR and Admin as the secretary, will also maintain the central database of all Outsourcing Arrangements of MAIBRO (both IT and Non- IT) and will maintain the same in an up to date manner always</p> <p>8.Report on all “Material” contracts for any period, to the Board and directors, at their immediate next meeting in an</p>		
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	<p>approved manner</p> <p>9.The Responsibility of the Outsourcing Committee shall be for ALL Outsourcing activities of MAIBRO (both IT and Non-IT)</p>		
		<p>3. The Outsourcing Agreement</p> <p>The whole gamut of the outsourcing arrangements shall be secured by legally binding written contracts which shall cover all material aspects pertaining to the same, including but not limited to - the rights & liabilities of the parties, responsibilities, termination procedures, contingency plans, confidentiality, risk control and audit.</p> <p>All Outsourcing Arrangements are to be bound by the Legal Agreement as found in Annexure 4 here. However, where the vendor is seeking to bring in their own contract format, the same can be ONLY subject to the</p>	

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		<p>condition that such format[s] is/are vetted by the Company Secretary and he/she specifically confirms that such adoption of vendor-formats would not impair the rights and dues of MAIBRO, in writing. Without this confirmation, no other format would be acceptable to us.</p> <p>Where specific sections/sentences/words of our format are also sought to be amended / changed, etc., the same principle would apply and all such changes would have to be specifically approved, in writing, by Company Secretary.</p> <p>The Authority to Sign any Contractual Arrangements will normally be an Authorized Signatory, i.e., CEO/Chairman</p>	
		<p>The Obligatory Clauses of the Agreement</p> <p>The obligatory clauses of our Legal Agreement are as follows:</p> <p>a. Clear Definitions of What</p>	

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		<p>activities are going to be outsourced, including appropriate service and performance levels;</p> <p>b. Mutual rights, obligations and responsibilities of the parties, including indemnity by them;</p> <p>c. Liability of the third party to MAIBRO for unsatisfactory performance/other breach of the contract</p> <p>d. The services of the third party being continuously assessed and monitored with MAIBRO retaining overall control and having a right to intervene with appropriate measures to meet legal and regulatory obligations;</p> <p>e. MAIBRO's Customer Grievance Redressal Mechanism shall be applicable in full to all grievances arising out of any deficiency in the service provided by the outsourcing service provider.</p>	
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		<p>f. Prior approvals/consent by MAIBRO and other conditions of sub-contracting by the third-party, with MAIBRO maintaining a similar control over the risks with the sub-contracting party as in the original direct outsourcing;</p> <p>g. Confidentiality clauses to ensure protection of proprietary and customer data during the tenure of the contract and after the expiry of the contract; and the service providers' liability in case of breach of security and leakage of confidential customer related information.</p> <p>h. The responsibilities of the third party with respect to the</p> <ul style="list-style-type: none"> i. IT security and contingency plans, ii. insurance cover, iii. business continuity and disaster recovery plans, 	
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		<p>iv. force majeure clause, etc.;</p> <p>i. Preservation of the documents and data by third party and the ability to access all books, records and information relevant to the outsourced activity available with the service provider</p> <p>j. Mechanisms to resolve disputes arising from implementation of the outsourcing contract;</p> <p>k. Termination of the contract, minimum period to execute a termination provision if deemed necessary, termination rights, transfer of information and exit strategies;</p> <p>l. Addressing issues arising from country risks when MAIBRO outsources its activities to foreign third party; such as; choice-of-law provisions and agreement covenants and jurisdictional covenants that</p>	
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		<p>provide for adjudication of disputes between the parties under the laws of a specific jurisdiction;</p> <p>m. Ensuring that the contract neither prevents nor impedes MAIBRO from meeting its respective regulatory obligations, nor the regulator from exercising its regulatory powers; and provides for MAIBRO and /or the regulator or the persons authorized by it to have the ability to inspect, access all books, records and information relevant to the outsourced activity with the third party;</p> <p>n.MAIBRO with the right to conduct audits in connection with the services provided, on the service provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service</p>	
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		<p>provider.</p> <p>o. Our regulatory body IRDA will have the right to conduct audits, either by themselves or through suitably authorised nominees /agents, in connection with services provided, without any disruption, at any time during the currency of the contractual agreements.</p>	
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5. Recording, review and reporting:

Board of Directors shall annually review summary of all outsourced activities of the Company during the year. Insurance brokers shall report all the outsourcing arrangements where annual payout per outsourcing service provider is ten lakh rupees or more to their Board of Directors for review.

6. Generic guidelines:-

1. Due diligence undertaken during the selection process should be documented and evaluated periodically as part of the monitoring and control process of outsourcing
2. Outsourcing arrangements shall not impair the ability of IRDAI or other Regulators to exercise its regulatory responsibilities such as supervision/inspection/audit of MAIBRO. Suitable clauses will be incorporated in all legal documents to ensure and enable the audit of the service provider by the regulatory Authorities or their Nominees.
3. Outsourcing arrangements shall not affect the rights of a customer against MAIBRO, including the ability of the former to obtain redress as applicable under relevant laws. In cases where customers are required to deal with the service providers in the process of dealing with MAIBRO, it should be ensured that a clause is incorporated in all related product literature /brochures, etc., stating that they may use the services of agents in sales /marketing, etc. of the products. The rule of agents may be indicated in broad terms.

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4. The customers shall be specifically informed about the company which is actually offering the product/service, wherever there are multiple group entities involved or any cross selling observed.
5. The management approved ‘Vendor Information Security Requirements’ shall be applicable to all outsourcing activities.

Annexures

Annexure-1: Risk Management Programme

Annexure-2: Check List for Risks for Outsourcing Arrangements

Annexure-3: Checklist for Materiality of Outsourcing Arrangement

Annexure 4:- Cost Benefit Analysis Parameters

Annexure-5: Vendor Risk Assessment

Annexure-6: Outsourcing Agreement

Annexure-7: Vendor Evaluation Form

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Annexure-1: Risk Management Programme

A risk management programme is conceived herewith, stipulating the performance of a risk assessment, service provider appraisal, evaluation of contingency plans, estimates regarding the preservation of confidentiality and such other items that may be relevant to scope and materiality of the outsourced activity. It shall be the responsibility of the Outsourcing Committee to implement this programme with respect to each activity outsourced and submit periodic reports to the Board which will include among other things, the details of the activities outsourced, performance evaluation reports, major failures and changing risk scenarios.

I. The Key Risks from Outsourcing activities

MAIBRO shall evaluate and guard against the following risks at a minimum, while evaluating an outsourcing proposal:

- i. **Strategic Risk** - Where the service provider conducts business on its own behalf, inconsistent with the overall strategic goals of MAIBRO.
- ii. **Reputation Risk** - Where the service provided is poor and customer interaction is not consistent with the overall standards expected of MAIBRO.
- iii. **Compliance Risk** - Where privacy, consumer and prudential laws are not adequately complied with by the service provider.
- iv. **Operational Risk** - Arising out of technology failure, fraud, error, inadequate financial capacity to fulfil obligations and/ or to provide remedies.
- v. **Legal Risk** - Where the MAIBRO is subjected to fines, penalties, or punitive damages resulting from supervisory actions, as well as private settlements due to omissions and commissions of the service provider.
- vi. **Exit Strategy Risk** - Where MAIBRO is over-reliant on one firm, the loss of relevant skills in MAIBRO itself preventing it from bringing the activity back in-house and where MAIBRO has entered into contracts that make speedy exits prohibitively expensive.

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vii. **Counter party Risk** – Where there is inappropriate underwriting or credit assessments.

viii. **Contractual Risk** – Where MAIBRO may not have the ability to enforce the contract.

ix. **Concentration and Systemic Risk** – Where the overall industry has considerable exposure to one service provider and hence MAIBRO may lack control over the service provider.

x. **Country Risk** – Due to the political, social or legal climate creating added risk

xi. **Access Risk** – Where MAIBRO may not have access to all books, records and information relevant to the outsourced activity available with the service provider

Each outsourced activity may bring within its wake any or all the above risks and such other risks that are not identified by the policy. The management and mitigation of these risks is the responsibility of the Outsourcing Committee.

II. Assessment

The following assessments will have to be performed –

(i) Outsourcing Risk Assessment (Annexure-2)

(ii) Cost Benefit Analysis (Annexure -3)

(ii) Materiality Assessment (Annexure - 4)

(iii) Vendor Risk Assessment (as finalization of Vendor) (Annexure - 5)

Such Risk Assessments should include -

- a. Third party's profile high level appraisal and fitment to this role.
- b. The fall out and consequences of a failure of a third party to adequately perform the activity outsourced on MAIBRO/its clients
- c. MAIBRO's ability to cope up with the work, in case of non-performance or failure by a third party by having suitable back-up arrangements;

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- d. Situations involving conflict of interest between MAIBRO and the third party and the measures put in place by MAIBRO to address such potential conflicts, etc.

After performing the risk assessments as above, if the Outsourcing Committee believes the risks can be appropriately managed, it shall record its observations as such, before proceeding with the selection process.

III. Evaluation of the capabilities of the service provider

For each new arrangement or renewal, the Outsourcing Committee shall exercise due care, skill, and diligence in the selection/continuance of the third party to ensure that the latter has the ability and capacity to undertake the provision of the service effectively. Wherever possible this shall be supplemented by independent reviews and market feedback. All applicable laws, rules & regulations, conditions for approval, registration/licensing etc. shall be considered as a part of the due diligence process.

Due Diligence shall involve an evaluation & assessment of all available information about the service provider, including but not limited to –

- a. **Experience and competence** to implement and support the proposed activity over the contract period.
- b. **Third party's resources and capabilities**, including financial soundness, to perform the outsourcing work within the timelines fixed and ability to service commitments even under adverse conditions.
- c. **Compatibility of the practices and systems** of the third party with the MAIBRO's requirements and objectives
- d. **Market feedback** of the prospective third party's business reputation and track record of their services rendered in the past;
- e. **Level of concentration of the outsourced arrangements with a single third party;**
- f. The environment of the foreign country where the third party is located.
- g. **Business reputation and culture**, compliance, complaints and outstanding or potential litigation.
- h. Security and internal control, audit coverage, reporting and monitoring environment, business continuity management.
- i. External factors like political, economic, social and legal environment of the jurisdiction in which the service provider operates and other events that may impact service performance.

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j. Ensuring due diligence by service provider of its employees.

k. The service provider, if not a group company*(for Group companies, please refer Para VII), shall not be owned or controlled by any director of MAIBRO or their relatives; these terms have the same meaning as assigned under Companies Act 2013.

Due diligence should include periodic review of the capabilities of the service provider and should highlight any deterioration or breach in performance standards, confidentiality and security, and in business continuity preparedness of the service provider

IV. Establishment and maintenance of contingency plans, including a plan for disaster recovery and periodic testing of backup facilities.

- a. Appropriate steps shall be taken to assess and address the potential consequence of a business disruption or other problems at the third-party level and to ensure that the third party developed and established a robust framework for documenting, maintaining and testing business continuity and recovery procedures. Specific contingency plans shall be separately developed for each outsourcing arrangement and to consider co-ordination of contingency plans at both MAIBRO and the third party, in the event of non-performance by the third party.
- b. Periodical testing of the BCP and DR plan of the service provider should be ensured. The service provider may also be insisted upon to carry out combined testing and recovery exercises.
- c. To continue the business operations and services to the customers of MAIBRO, the risk of a premature/unforeseen termination of the outsourcing arrangement shall be addressed with proper anticipation and planning on alternative service provider options, resuming the activity by itself, the time/resources/costs involved.
- d. MAIBRO shall ensure that service providers are able to isolate MAIBRO's information, documents and records, and other assets. This is to ensure that in appropriate situations, all documents, records of transactions and information given to the service provider, and assets of the NBFC, can be removed from the possession of the service provider in order to continue its business operations, or deleted, destroyed or rendered unusable.

V. Confidentiality, Security & concentration of activities of multiple intermediaries with single service provider

- a. Appropriate steps shall be taken to protect MAIBRO's proprietary and confidential customer information and ensured that it is not misused or misappropriated.
- b. The third party shall be prevailed upon to ensure that the employees of the third party have limited access to the data handled and only on a "need to know" basis and the third party shall have adequate checks and balances to ensure the same.

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- c. Where the third party is providing similar services to multiple entities it shall be ensured that strong safeguards are built so that there is no commingling of information/documents, records and assets
- d. MAIBRO shall review and monitor the security practices and control processes of the service provider on a regular basis and require the service provider to disclose security breaches.
- e. Wherever the activity relates to IT services, it shall be ensured that third party maintains appropriate IT security and robust disaster recovery capabilities.

VI. Monitoring and Control of Outsourced Activities

- a. A record of all outsourcing activities should be centrally maintained and preserved for review by the Board. The records should be updated promptly and half yearly reviews should be placed before the Board, by the Head – HR & Admin as the Secretary of the Outsourcing Committee.
- b. The adequacy of the risk management practices shall be subject to regular audits by either the internal auditors or external auditors of MAIBRO.
- c. The respective departments who have outsourced activities should review the check points of performance as per contract and report on the status of deviations.
- d. The Compliance Department of MAIBRO shall also periodically obtain confirmations from the other departments on status of Outsourced activities to ensure that no activity is outsourced without it being reviewed by the Outsourcing Committee
- e. In the event of termination of the outsourcing agreement for any reason in cases where the service provider deals with the customers, the same shall be publicized by displaying at a prominent place in the branch, posting it on the web-site, and informing the customers so as to ensure that the customers do not continue to deal with the service provider
- f. MAIBRO shall ensure that reconciliation of transactions between the MAIBRO and the service provider (and/ or its sub-contractor), if any, are carried out in a timely manner. An ageing analysis of entries pending reconciliation with outsourced vendors shall be placed before the Audit Committee of the Board.

VII. Group Entity acting as Third Party

A group entity / associate of MAIBRO may act as the third party. However, controls shall be put in place to ensure that the transactions/dealings are at arm's length between MAIBRO and Group entity/associate in terms of infrastructure, manpower, decision-making, record keeping subject to the provisions of Companies Act 2013.

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- a. MAIBRO shall have a Board approved policy and Service Level Agreements (SLAs)/ arrangements with their group entities, which shall also cover demarcation of sharing resources i.e. premises, personnel, etc
- b. The customers shall be informed specifically about the company which is actually offering the product/ service, wherever there are multiple group entities involved or any cross selling observed
- c. Do not compromise the ability to identify and manage risk of MAIBRO on a stand-alone basis;
- d. The risk management practices adopted by MAIBRO while outsourcing to a Group entity/associate would be identical to those specified in this Risk Management Programme.

X. Sharing of Service with Other Group Entities

Where the proposal to engage the services of an Outsourced Service Provider for common purpose with other group entities, the same shall be done only where Board approved policies that define and demand creation of SLAs/arrangements, which among other covers the demarcation of sharing resources etc, like as in sharing of premises, Legal and other Professional Services, hardware and software applications etc.

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Annexure-2: Check List for Risks for Outsourcing Arrangements

Outsourcing Arrangement with: here fill in the name of the Vendor)

(S NO)	Risk Type and Description	Mitigative Actions (responses below are just illustrative)	Rating (1-10)	Type of Risk (High/Medium/Low)
1	Strategic Risk: The service provider may conduct business on its own behalf, which is inconsistent with the overall strategic goals of MAIBRO.	<p><i>The MSA will define what can activities can be performed by the Vendor</i></p> <p><i>In this arrangement, we have specified that XXX cannot provide any service to a company that is also a MAIBRO, unless a specific sign-off is taken from the MAIBRO, with an approval from its Board.</i></p> <p><i>The Compliance Officer of the MAIBRO will be responsible for ensuring compliance with this clause.</i></p>		

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2	<p>Reputation Risk: Poor service from service provider, its customer interaction not being consistent with the overall standards of MAIBRO</p>	<p><i>Customer Service provided by XXX will be co-monitored by MAIBRO's Outsourcing Team for quality and timeliness in responses, at all times.</i></p> <p><i>The MAIBRO's Customer Service Guidelines are applicable to all its vendors and so also to XXX</i></p> <p><i>The MAIBRO's Customer Grievance Redressal Policy and its mechanism is also available to ensure the slippages in standards are rectified at the earliest.</i></p>		
3	<p>Compliance Risk: Privacy, consumer and prudential laws not adequately compiled with.</p>	<p><i>Data Protection / Privacy practices are required to be at the most stringent standards (Clause 8 of the MSA)</i></p> <p><i>MAIBRO's Outsourcing committee will constantly monitor/audit the XXX Systems to ensure compliance in</i></p>		

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		<i>proactively</i>		
	<p>Operational Risk: Arising due to technology failure, fraud, error, inadequate financial capacity to fulfil obligations and/ or provide remedies</p>	<p><i>The Business Continuity Preparedness on one-hand ensures the capacity to fulfil obligations as planned at all times (Clause 12 of the MSA) XXX is required to comply with stringent standards on the provision of service using suitable personnel (Clause 10 of the MSA) and the MAIBRO's Monitoring of this constantly would ensure that Operational Risks associated with Personnel are obviated to the lowest possible levels of risks.</i></p>		
	<p>Legal Risk: Legal risk includes but is not limited to exposure to fines, penalties, or punitive damages resulting from supervisory actions, as well as private settlements due to omissions and commissions of the service provider.</p>	<p><i>The MAIBRO is planning to monitor the XXX activities that directly expose the MAIBRO to such punitive actions like Reports Generation and Verification – well ahead of the</i></p>		

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		<i>calendar of reporting requirements, so as to be able to submit the same as required. XXX by itself is not authorized to perform any direct interaction with any other stakeholder of the MAIBRO, and as such its interactions would always be routed only through the MAIBRO's offices.</i>		
	Counter party Risk: Due to inappropriate underwriting and credit assessments.	<i>DOES NOT ARISE in this arrangement</i>		
	Contractual Risk: Contractual risk arising from whether or not MAIBRO has the ability to enforce the contract.	<i>The MAIBRO has the capability to enforce the clauses of the MSA, including arranging to provide services through alternate arrangements at the shortest notice. However, through careful management of the Vendor (XXX in this case) the MAIBRO's strategy is to avoid any such requirement, in</i>		

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		<i>the first place.</i>		
	<p>Concentration and Systemic Risk: Due to lack of control of individual MAIBRO's over a service provider, more so when overall finance industry has considerable exposure to one service provider.</p>	<p><i>The Contract with XXX is structured to ensure they cannot provide similar services to any MAIBRO/similar company – within the Group or otherwise – and so this risk is infructuous in this case.</i></p>		
	<p>Exit Strategy Risk: This could arise from over-reliance on one firm, the loss of relevant skills in the MAIBRO itself preventing it from bringing the activity back in house and contracts entered wherein speedy exits would be prohibitively expensive.</p>	<p><i>While the MAIBRO is entrusting the back-office functions to XXX, it is also strategizing to help XXX develop its skill-base in such a manner that the reliance is mutual on each other rather than just exposing the MAIBRO alone to a concentration risk. Further, the Clauses 16 and 17 in the MSA are structured to ensure any possible "exit"</i></p>		

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Over All Risk Assessment

Risk	HIGH	MEDIUM	LOW
Rank	8-10	4-7	1-3

Risk Assessment done by:	Risk Assessment Verified by:
Name:	Name:
Designation:	Designation:
Signature:	Signature:
Date:	Date:

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Annexure-3: Checklist for Materiality of Outsourcing Arrangement

Details the Outsourcing Arrangement assessed for Materiality

1	Name of the Vendor	
2	Details of Service Provided	<i>(For e.g.) Enterprise Shared Service Provider – the agency that will manage the entire back-office processing of the company’s activities as defined in greater detail in the SOW[s] to the MSA.</i>
3	Materiality Factor	MATERIAL CONTRACT / NOT MATERIAL
4	Reasons Determining Materiality	See Checklist below

CHECKLIST FOR ASSESSMENT OF MATERIALITY OF ARRANGEMENT:

S NO	CONDITIONS OF MATERIALITY	DETAILS OF RESPONSE TO CONDITIONS OF MATERIALITY	MATERIAL / NOT MATERIAL
1	Levels of Importance to the Company of the Business Activity to be outsourced (H/M/L)		
2*	Potential Impact of the Outsourcing on the earnings, solvency, liquidity, funding capital and risk profile of the Company	<i>Impact on</i> 1. Earnings: 2. Solvency: 3. Liquidity: 4. Funding Capital: 5. Risk Profile:	
3	Cost of Outsourcing as a proportion of total operating costs of the Company / Unit (for eg. If proposed cost is >3% of Operating costs) <u>(outsource activity to an entity other than an individual) only where the activity to be outsourced is more than 5% of the total outsourcing expenditure (Material).</u>		

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4	Nature and extent of data sharing involved, impact on data privacy and security		
5	Aggregate exposure to a particular service provider, in case where various functions are outsourced to the same service provider.(for eg. If the total payout to the service provider is >10% of total outsourcing cost)		
6.*	<p>If the service provider unable to perform the service over a given period of time</p> <ul style="list-style-type: none"> - What is the expected impact on MAIBRO customers? - What is the likelihood that it would harm MAIBRO reputation? <p>If yes, are we having an alternate service provider?</p>		
7.	MAIBRO shall consider, while evaluating the capability of the service provider, issue relating to undue concentration of outsourcing arrangement with a single service provider.		
OVERALL ASSESSMENT OF MATERIALITY OF ARRANGEMENT			

*(If 2&6 are material then overall =MATERIAL)

Assessment Done by:	Verified By
Name:	Name:
Designation:	Designation:
Signature:	Signature:
Date:	Date:

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ANNEXURE 4:- CHECKLIST FOR COST BENEFIT ANALYSIS

The analysis can be broken down into four basic steps:

Step 1: Clearly define the business process your organization would like to outsource.

Step 2: Calculate the in-house costs that could be avoided by outsourcing.

Step 3: Calculate the total costs of outsourcing.

Step 4: Subtract the costs of outsourcing from in-house costs to determine savings.

Step 1: Clearly define the business process your organization to outsource.

It is critical that the services to be outsourced are clearly defined, and that all workflow steps are identified and understood

Step 2: Determine the in-house costs that could be avoided by outsourcing.

After the business process is clearly defined, it is time to identify and calculate the costs that would be avoided if outsourced the process. To start, first itemize all the costs related to the process, including direct costs (salaries, equipment, supplies, etc.) and indirect costs (general administration and internal services).

Do not include “sunk costs,” which are costs that have already been incurred and cannot be recovered. Decision-making based on a cost analysis should instead focus on avoidable future costs, which in this case are costs that can be eliminated by outsourcing the process.

Next, itemize all the in-house costs that could be avoided if the business process is outsourced.

Step 3: Determine the total costs of outsourcing.

With in-house costs calculated, next step would be to determine the total costs of outsourcing the business process.

Step 4: Subtract the costs of outsourcing from in-house costs to determine savings.

The final step of the cost analysis, will be to calculate the cost savings that outsourcing is expected to deliver. If the numbers show that outsourcing can significantly reduce the cost of the business process, then the next step for outsourcing would be initiated.

While conducting Cost benefit analysis, technical person/departments/external/expert advise will be considered for fair and authentic analysis.

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Annexure-5: Vendor Risk Assessment

1	Name of the Vendor	
2	Details of Service Provided	
3	Reasons for Selection	See Checklist below

SN	Parameters	Yes/No	Score (Y=1, N=0)	Weight	Wt. Score
1	SELECTION OF SERVICE PROVIDER-DUE DILIGENCE				
1.1	Were other service providers considered?			20%	
	-If No, approvals to be attached.				
1.2	Is the selected Service Provider, the optimal Service Provider?				
	If yes, please provide criterion used, as a separate document.				
1.3	Business background- For how many years they are in this business? (Tick one box as applicable)				
	-Below 3 Years				
	-Above 3 Years				
1.4	Whether the service provider has appropriate				

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	background verification of its employees?				
1.5	Any current issues facing by service provider which may affect the future financial operational performance?				
	-If yes, supporting to be attached.				
1.6	Under adverse condition-				
	-Does the Service Provider have financial soundness?				
	-Does the Service Provider have ability to service commitments?				
1.7	Whether independent reviews and market feedback on the service provider has been taken?				
	-If yes, supporting to be attached.				

2. SERVICE PROVIDER CONTRACT					
2.1	Does MAIBRO have a signed contract with the			20%	

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	Service Provider?				
2.2.	Does the contract ensure that the Service Provider must take all reasonable steps to safeguard and keep private any sensitive information provided by MAIBRO, specifically information regarding MAIBRO's clients?				
2.3	Does the contract ensure that the Service Provider will notify MAIBRO of any material change in its organization within a reasonable period of time?				
2.4	Does the contract clearly specify the roles and responsibilities of the Service Provider?				
	-Specifically, does the contract have a termination clause?				
	-Is there a time period to rectify any failure?				
2.5	Are there representations in the contract that confirm the financial and legal viability of the Service Provider?				
	-Does the Service Provider have liability insurance?				
	-If yes, What limits? - Supporting to be attached.				

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2.6	Does the contract clearly set out MAIBRO's right to conduct oversight of the Service Provider?				
	If the service provider is unable to perform the service over a given period of time, will there be any expected impact on MAIBRO customers?				
	There will not be any expected impact on MAIBRO customers.				
	- Is there the likelihood it would harm MAIBRO reputation?				
2.7	- If yes, do we are we having an alternate service provider?				
2.8	Whether the Agreement has been vetted by MAIBRO legal Dept. /counsel on their legal effect and enforceability?				
3. CONFIDENTIALITY AND SECURITY OF OPERATIONS					
3.1	Do we encrypt/password protects the data while sharing the same?			10%	
3.2	Whether Type of Storage of data includes the any of the following				
	(magnetic tape; magnetic disks; optical discs, such				

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	as CDs, DVDs and Blu-ray disks; flash memory; main memory (dynamic RAM); and cache memory.)				
3.3	Location of Data				
	- Offshore (Y/N) --(Y-0, N-1)				
	- Onshore (Y/N) --(Y-1, N-0)				
	-Onsite (Y/N) --(Y-0, N-1)				
	-Offsite (Y/N) --(Y-1, N-0)				
3.4	Have we signed a Non-disclosure agreement with service provider?				
3.5	Whether the Service provider systems are compatible with MAIBRO System?				
	If No, what are the steps taken to make it compatible (Attach Annexures)				
4. REGULATORY INFORMATION					
4.1	Does the Service Provider or any of its employees or officers been subject to a regulatory action, investigation or warning?			10%	
	-If yes, supporting to be attached.				

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5. OUTSOURCED FUNCTIONS

5.1	Does the Service Provider further outsource any of its functions to third party service providers?			10%	
5.2	If yes, does the Service Provider conduct ongoing reviews of the quality of the outsourced services?				

6. COMPLIANCE

6.1	Whether the Service Provider has an anti-money laundering policy?			10%	
6.2	Whether the Service Provider has a privacy policy?				

7. LEGAL PROCEEDINGS

7.1	Are there, or has there been, any criminal or civil proceedings taken against the Service Provider or any of its current or former key employees or directors?			5%	
	If so, provide details.				

8. INSURANCE

8.1	Whether the Service Provider maintain bonding and insurance, as required, by applicable regulatory bodies or legislation?			10%	
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9. BUSINESS CONTINUITY

9.1	Does the Service Provider have a business continuity plan?			5%	
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9.2	When the BCP was last tested.			
	-Within 6 Months			
	-Above 6 Months			
	Total			100%

NOTES:

1. Vendor Risk Assessments should specify the Minimum Score set for the selection of the Vendor – this is particularly important where multiple vendors have been considered for selection
2. Any deviation to this policy needs to be highlighted to a level above the approving authority for acceptance or otherwise.

Assessment Done by:	Verified By
Name:	Name:
Designation:	Designation:
Signature:	Signature:
Date:	Date:

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Annexure-6: Outsourcing Agreement

.....**AGREEMENT**

This Agreement executed on at Between **Manappuram Insurance Brokers Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at 2nd Floor, Manappuram House (Old Building), Valapad, Thrissur, Kerala- 680567 (hereinafter referred to as the “MAIBRO”), which expression, unless repugnant to the context or meaning hereof, shall include its group companies, associates, subsidiaries, divisions, successors, administrators or permitted assignees) of the FIRST PART;

....., a company incorporated under the Companies Act, 1956 and having registered office at, (hereinafter referred to as the “Service Provider”), which expression shall unless repugnant to the meaning of context thereof be deemed to mean and include herein its successors in business and permitted assigns of the OTHER PART.

MAIBRO and the Service provider are collectively referred to as “Parties” and individually referred to as “Party”.

RECITALS

MAIBRO is an Insurance Broking Company, inter alia engaged in the business of Insurance broking desirous of engaging the Service Provider to provide

The Service provider is inter alia engaged in the business of

The Service Provider offered its service to MAIBRO forand MAIBRO accepted such service from the Service Provider.

NOW THEREFORE, in consideration of the mutual covenants and obligations between the parties it is agreed as follows

1. Definition and interpretations

(to be defined depending on type of Service)

2. Scope of Services:

(to be defined in Schedule)

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3. Obligations of the Parties

(to be defined depending on type of Service)

4. Tenure of the Contract

(to be defined depending on type of Service)

5. Fee and Terms of payment

(to be defined depending on type of Service)

6. Representation and Warranties.

The Service Provider represents and warrants that:

- a. The services to be provided are in compliance with all applicable laws, statutes, regulations and other legal provisions applicable to this agreement.
- b. It has the requisite experience, license, expertise, qualified manpower and other requisite resources to provide the Services and hereby represents and warrants that all Services provided shall at all times strictly conform to the requirements of this Agreement as set out herein.
- c. The execution, delivery or performance by the Service Provider shall not contravene constitutional documents of the Service Provider.
- d. It warrants that there are no legal proceedings instituted or threatened against the Service Provider before any court or administrative body or arbitral tribunal which might adversely affect the ability of the Service provider to perform its obligations under this Agreement.
- e. It has full power and authority to enter into this agreement and to take action and execute any documents required by the terms hereof and this agreement is enforceable in accordance with the terms hereof and the person(s) executing this Agreement on behalf of the Service provider is/are duly empowered and authorized to execute this Agreement and perform all its obligations in accordance with the terms herein.
- f. Each of the representations is true and correct in all material respect as of the date of signing and that none of them omits to state any matter which makes any of such representations misleading in any material respect.

7. Statutory Compliances:

- a. The Service Provider shall observe and comply with all applicable provisions and requirements of the Contract Labour (Regulation and Abolition) Act, 1970, The Employees Provident Fund and Family Pension Fund Act, 1952, the Payment of Wages Act, 1926, the Minimum Wages Act, 1948, the Payment of Bonus Act, 1965, and all applicable statutes, regulations and provisions having the force of law as also all rules, by-laws and other provisions framed there under in pursuance thereof, in so far as they are attracted by reason of obligations and rights conferred on the Service Provider

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by this Agreement or by reason of duties or responsibilities imposed on the Service Provider by reason of this Agreement or by reason of the activities or functions discharged by the Service Provider in pursuance of this agreement and in particular, by reason of the employed or engaging by the Service Provider of the persons employed or engaged in or connection with rendering of various services at the said establishment. The service provider shall on demand produce the documents to MAIBRO for legal compliances.

- b. It is hereby expressly agreed and understood between the parties hereto that the Service Provider is an independent Service Provider and shall be solely responsible as employer/master of the employees and/or persons engaged by it for the purpose of providing the Services. Further there is no master and servant relationship between the MAIBRO and the Service Provider or between MAIBRO and the employees and/or persons engaged by the Service Provider.
- c. The Service Provider, being the employer in relation to the persons engaged/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages and salary and all emoluments to such persons and meet the statutory payments /requirements relating to his employees. In the event of the Service Provider failing in complying with any statutory payments even after demand, MAIBRO shall be entitled to pay the same to the concerned Department and the same shall be adjusted against the payments to be made to the Service Provider by MAIBRO.

8. Discipline

- a. Service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at MAIBRO 's option, would be subject to verification at any time. MAIBRO may refuse the entry into the premises to any personnel of the Service Provider not bearing such identity card or not being tidily dressed.
- b. No personnel of the Service Provider shall leave the demised premises where they have been deployed without permission of MAIBRO.
- c. MAIBRO shall always have the right and liberty to do surprise inspection at its sites.
- d. Service Provider shall ensure that no personnel engaged by them will engage in any type of activities prejudicial to the interest of MAIBRO. It is specifically provided that in case any personnel engaged by the Service Provider for the purpose of security and safety of the properties of MAIBRO as provided in this agreement, acts or indulges in any activity prejudicial to the interests or safety of its properties , MAIBRO shall have the right to direct the Service Provider to immediately substitute him with another personnel and on such direction being given, the Service Provider shall implement the direction without any objection whatsoever forthwith.
- e. It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) engaged /employed by it, while no right whatsoever shall vest in such person(s) to raise any dispute and/or claim whatsoever against MAIBRO. MAIBRO shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose whatsoever, nor would MAIBRO be liable for any claim(s) whatsoever, of any such person(s).
- f. That this agreement does not give any right of license to the Service Provider, save and in respect, to enter the premises of MAIBRO for the purpose of this agreement as long as this agreement subsists and also subject to the rules and security procedures of MAIBRO.

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9. Termination of the agreement:

- a. In case of non-observance and non-performance of any of the provisions of this agreement by the Service Provider, MAIBRO shall be at liberty forthwith or at any time thereafter to terminate this Agreement without notice.
- b. During the tenure of this Agreement, MAIBRO reserves its right to terminate the Agreement, without any obligation monetary or otherwise, and / or without assigning any reason thereof, by giving one Month's notice. If the Service Provider wants to terminate the Agreement, the Service Provider will have to give Three Months' notice to MAIBRO.
- c. On termination of this Agreement, the Service Provider shall withdraw his personnel with immediate effect and forthwith deliver vacant and peaceful possession of the said establishment and handover fixtures, fitting, furniture, articles and other items if provided by MAIBRO under or in pursuance or for the purpose of this agreement in the same good order and condition in which they were at the time of commencement of this agreement or of handling over or installation thereof (reasonable wear and tear expected) and shall be liable to Company and make good any losses caused in this behalf on account of any damage, injury of otherwise however.

10. Indemnification:

- a. The Service Provider hereby undertakes to perform its obligations and indemnifies and agrees to keep MAIBRO, its Directors, employees harmless and indemnified against any loss or damage caused to MAIBRO in any event and make good any loss, damage, suffered or incurred by MAIBRO due to any theft, pilferage by the employees of the Service Provider in the performance of their duties in the premises of MAIBRO. MAIBRO further retains the right to deduct such payment from the consideration payable to the Service Provider for the loss, damage, suffered or incurred by MAIBRO due to any theft, pilferage by the employees of the Service Provider. MAIBRO further retains the right to deduct such payment from the consideration payable to the Service Provider for the loss, damage, suffered or incurred by MAIBRO due to any theft, pilferage by the employees of the Service Provider.
- b. The Service Provider agrees to indemnify and keep indemnified MAIBRO from time to time and at all times against any loss, damage, claim and liability that may arise as a result of any act or omission or commission, error on the part of Service Provider in respect of non-payment or non-observance of any statutory dues, third party liability or statutory compliances of any nature whatsoever in respect of its employees or any claims made by, through or under its employees against MAIBRO or any of its officers, directors, employees, Service Providers, agents etc. during the continuance of this agreement or after termination hereof. The Service Provider undertakes to take care of any such legal action initiated against MAIBRO or otherwise and shall defend the same at its own cost and expense. Without prejudice to any other rights and remedies, MAIBRO further retains the right to claim liquidated damages from the Service Provider.
- c. The Service Provider shall at all times indemnify and keep indemnified MAIBRO against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at MAIBRO's premises or before and after that.

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- d. The Service Provider shall at all times indemnify and keep indemnified MAIBRO against any claim lodged by the personnel of the Service Provider for employment or compensation of any sort financial or otherwise.
- e. That, if at any time, during the operation of this Agreement or thereafter MAIBRO is made liable in any manner whatsoever by any order ,direction or otherwise of any Court ,Authority or Tribunal, to pay any amounts whatsoever in respect of or to any of the present or ex-personnel of the Service Provider or to any third party in any event, the Service Provider shall immediately pay to MAIBRO all such amounts and costs also and in all such cases /events the opinion of MAIBRO shall be final binding upon the Service Provider. MAIBRO shall be entitled to deduct any such amounts as aforesaid, from the security deposit and /or from any pending bills of the Service Provider.

11. Nature of the agreement: The parties hereto have considered agreed to and have a clear understanding on the following aspects:

- a. This agreement is for providing the aforementioned services and is not an Agreement for supply of contract labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not MAIBRO. The number of persons to be employed and individual person to be employed for providing the said services shall be decided by the Service Provider who shall be liable to make payments to its said employees towards their monthly wages/salaries and other statutory dues.
- b. MAIBRO shall not liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Service Provider's employees /agents or to the said employees/agents directly and /or indirectly in any manner whatsoever.
- c. The employees /personnel of the Service Provider rendering the services under this Agreement shall never be deemed to be the employees of MAIBRO in any manner whatsoever and shall not be entitled for employment, salary/ wages, damages, compensation or anything arising from their deployment by the Service Provider for rendering the said services.

12. Dispute resolution:

In the event of difference or dispute arising out or in connection with this agreement, over the rights or obligation of parties, the dispute would first be attempted to be resolved by consultations between the parties. Upon failure of such mutual consultations, the dispute or difference would be referred to Arbitration of a Sole Arbitrator, to be appointed by MAIBRO and the provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such Arbitration. In the event of incapacity or resignation or death of the sole arbitrator so appointed, MAIBRO shall be entitled to appoint another arbitrator in place of the earlier arbitrator, and the proceedings shall continue from the stage at which the predecessor had left. The venue of arbitration shall be at Thrissur.

13. Governing law /jurisdiction

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The applicable law governing this agreement shall be the laws of India and the courts having jurisdiction over the place of business of MAIBRO where this Agreement is entered into shall have the exclusive jurisdiction to try any dispute with respect to this Agreement.

14. Confidentiality

- a. The Service Provider and its personnel including but not limited to their sub agents, contractor etc. will at all times comply with Information Security Requirements policy of MAIBRO as mentioned therein.
- b. The Service Provider acknowledges that all material and information supplied by MAIBRO which has or will come into Service Provider's possession or knowledge of Service Provider in connection with its performance hereunder, is to be considered MAIBRO's confidential and proprietary information (the "Confidential Information"). By way of illustration, but not as a limitation, Confidential Information includes the Software, trade secrets, processes, data, knowhow, program codes, documentation, flowcharts, algorithms, marketing plans, forecasts, unpublished financial statements, budgets, licenses, prices, costs, and employee and customer lists. Service Provider's undertakings and obligations under this Section will not apply, however, to any Confidential Information which: (I) is or becomes generally known to the public through no action on Developer's part, (ii) is generally disclosed to third parties by MAIBRO without restriction on such third parties, or (iii) is approved for release by written authorization of MAIBRO. Upon termination of this Agreement or at any other time upon request, Service Provider will promptly deliver to MAIBRO all notes, memoranda, notebooks, drawings, records, reports, files, documented source codes and other documents (and all copies or reproductions of such materials) in its possession or under its control, whether prepared by Service Provider or others, which contain Confidential Information. Service Provider acknowledges that Confidential Information is the sole property of MAIBRO. Service Provider agrees that disclosure of such information to, or use by, third parties, either during or after this Agreement, will cause MAIBRO irreparable damage. Service Provider agrees to use best efforts to hold Confidential Information in the strictest confidence, not to make use of it other than for the performance of its obligations hereunder, to release it only to the Service Provider's employees or contractors with a need to know such information and not to release or disclose it to any other party.
- c. Service Provider further agrees not to release such information to any employee or contractor who has not signed a written agreement between Service Provider and the employee expressly binding the employee not to use or disclose the Confidential Information, except as expressly permitted herein. MAIBRO shall be listed as a third-party beneficiary of any such agreement. Service Provider will notify MAIBRO in writing of any circumstances within its knowledge relating to any unauthorized possession, use, or knowledge of such Confidential Information. At any time, upon request, Service Provider will return any such information within its possession to MAIBRO.
- d. Service Provider shall (and shall ensure that all persons who are its servants or agents, acting thereunder, as the case may be) comply with any applicable laws, statutes, regulations and codes relating to data protection (including without limitation to the foregoing, the Information Technology Act, 2000, and rules framed thereunder (the "IT Laws")) as amended, re-enacted, modified or supplemented and in particular comply with the confidentiality, Data Protection Principles set out in the IT Law in connection with personal data processed as a consequence of this Non-Disclosure Agreement or any agreements referenced herein. . Service Provider shall

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implement and follow the rules as laid down in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 [‘the Rules’] and the Information Technology Act, 2000.

- e. Return or Destruction of Confidential Information: Upon completion of the Business Purpose or upon the written request of MAIBRO owning Confidential Information, Service Provider shall return all copies of Confidential Information to MAIBRO or certify, if so requested by the directing party, in writing that all copies of Confidential Information have been destroyed permanently within the time stipulated by such requesting party. A party may return Confidential Information, or any part thereof, to the other party at any time. However, MAIBRO may retain a minimum of one copy of all work product and relevant project documentation for archival and audit purposes

15. Audit

MAIBRO may, at its discretion, audit the software, books and services/System/DC of the Contractor by its external / internal / IRDA / auditors. Contractor will facilitate the same without any demur. Service Provider shall, whenever required, furnish all relevant information, records, and data to inspecting officials of MAIBRO and the external / internal / IRDA / auditors. MAIBRO reserves the right to call for any relevant material information/report. MAIBRO will provide the information in advance to the Service Provider for the same. Service Provider should get the activities and or functions audited from time to time as per the requirements of MAIBRO, Reserve bank of India or any other statutory body, where ever applicable. Audits will be at MAIBRO sole expense. In case any violations in reported by such Auditors, Service Provider shall be liable to reimburse the expenses of such auditing to MAIBRO.

16. Intellectual Property

Each Party agree, warrant and undertake that it shall take steps aimed at ensuring that other party’s Intellectual Property Rights or other party’s Products, Services and software are not infringed, passed off, diluted, reverse-engineered, hacked into, misappropriated, tampered with and/or copied by a party, its directors, officers, employees, agents, consultants, representatives, subsidiaries, associates, etc. MAIBRO grants a limited, non-exclusive and limited license in the Mobile Subscriber’s data as provided by MAIBRO for the sole purpose of provision by ACL of Push SMS Services to MAIBRO. No other Licenses are being granted by either party, other than those mentioned in this Agreement.

Trade marks & trade names

Neither Party shall be entitled to use other Party’s Trade Mark/Logo, unless agreed to in writing by the other party, setting out, inter alia, the terms and conditions, which shall govern such usage.

17. Notice

Unless otherwise provided herein or agreed to in writing by the parties all notices, requests or other communications shall be served or given to either party by sending it by registered post or facsimile transmission or shall be personally delivered to the other party at its address specified below:

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18. Non-Exclusivity

This Agreement does not prevent MAIBRO from entering into a similar agreement with any other party. This Agreement is on a non-exclusive basis.

19. Relationship

Nothing contained in this Agreement shall constitute a partnership or joint venture between the Parties nor shall any relationship of employer and employee be deemed to be created between MAIBRO and any employee of the Service provider or between the Service Provider and any employee of MAIBRO.

This Agreement is on a principal to principal basis and the Service Provider is not an agent of MAIBRO and no party shall have the authority to bind or shall be deemed to be agent of the other party in any way.

20. Prevalence of agreement

- a. This Agreement along with its Annexure constitutes the whole Agreement between the parties with regard to the subject matter hereof, and the parties herein confirm that this Agreement supersedes any and all other prior understanding and commitments between the parties herein, express or implied.
- b. In the event of any inconsistency between the provisions of this Agreement and any other document or writing between the parties hereto, the provisions of this Agreement shall prevail.

21. Entire Agreement

This Agreement, including schedules or annexure attached hereto and all cross references referred to herein, constitute the entire agreement between the parties hereto, and supersede any and all prior agreements or understandings between the parties with respect to the subject matter hereof. No party hereto shall be bound by, and each party hereto specifically objects to, any term, condition or other provision or other condition which is different from or in addition to the provisions of the Agreement (whether or not it would materially alter the Agreement) and which is preferred by any other party hereto in any correspondence or other document, unless the party to be bound thereby specifically and knowingly agrees to such provision in writing.

22. Amendments and waivers

No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all parties to this Agreement. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

23. Assignment:

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Save and except as provided herein, neither party shall assign this Agreement or all or any of its rights or obligations hereunder to any person, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement and the respective rights and obligations of the parties hereto under this Agreement shall inure to the benefit of and be binding on their respective successors (including successor by reason of amalgamation or merger or any party) and permitted assigns.

24. Severability:

If any provision of this Agreement shall be found by any court of law, Government or administrative body of competent jurisdiction or regulatory body to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision

25. Liabilities and remedies

In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, MAIBRO shall be entitled to procure services from other sources and the Service provider shall be liable to pay forthwith to MAIBRO the incremental increase in payment, if any made to such other sources, besides damages at double the rate of payment.

26. Losses suffered by the Service Provider

The Service provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/ nonperformance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment of their own and/or its personnel in rendering or non-rendering the services under this Agreement.

27. Service of notice

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the address written in first Para or such other addresses as may be intimated from time to time in writing

28. Force majeure

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of god, civil commotion, strikes acts of terrorism, labour disputes and governmental or public authorities' demands or requirements.

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29. Counterparts

This Agreement shall be executed in two counterparts, each of which shall constitute the original but both of which when taken together shall constitute one and the same agreement.

In witness whereof MAIBRO and the Service Provider party above said have here unto subscribed their hands on the day month and year first mentioned above in the presence of the following witnesses:

For Manappuram Insurance Brokers Limited

Authorized Signatory

For

Authorized Signatory

Witness:

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Annexure-6: Vendor Evaluation Form

The vendor who are already registered with MAIBRO, shall be periodically evaluated to ensure that the vendor is consistent in meeting MAIBRO's expectations. Attached the format for evaluation as mentioned in Procurement Policy.

Vendor Evaluation Form.xlsx