



## 15. Family Details (Nominee)

Sr.	Nominee Name	Gender	Age	Relation
1.				
2.				
3.				

### **TERM & TERMINATION:**

1. This Membership shall be in force for a period of Five (5) years from the date of execution and shall terminate on the expiry of such period. In the event that the Parties seek to continue their association, a fresh agreement may be executed by the Society, on the expiry of the said term of this agreement.
2. The terms of this agreement shall continue to be in force till all the rights and obligations emanating are fulfilled by the respective members.
3. Either Member shall have the right of termination of this agreement without assigning any reason thereto on serving the other Party 30 day's prior written notice.
4. Agreement between Society and Member will be signed for 5 years and Monthly ₹..... will be given by Members and he will get ₹.....after successfully completing five years.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of India and subject to the jurisdiction of the courts at Noida.

### **INDEMNITY**

Members shall defend, indemnify, and save harmless SRB CORPORATION and its officers and directors, employees, agents, and representatives from and against any losses, damages, costs, attorneys' fees, penalties, fees, liabilities, or expenses (collectively, "Losses") associated with any third party claim against SRB CORPORATION connected with (i) death, or (ii) injury to persons, or (iii) breach of confidentiality, in each case resulting from the acts or omissions of the Partner, its employees, agents or contractors.

Members agrees to defend, indemnify and hold SRB CORPORATION, harmless against all suits, claims and proceedings made by a third party to the extent such suit, claim or proceeding alleges any infringement by Partner of any intellectual property rights in respect of the usage of Equipment and/or Software, and fully cooperates with SRB CORPORATION in such settlement or defense of such claims, and does not make any admissions which affect defense of the claim and does not settle the claim without SRB CORPORATION consent. Members shall bear the expense of any such defense and pay any damages and legal fees that are attributable to such suit, claim or proceeding. The provisions of this clause shall survive the termination of this Agreement.

### **LIMITATION OF LIABILITY**

Notwithstanding anything contained herein, SRB CORPORATION in any event, regardless of the form of claim, shall be liable for

- (i) any direct, indirect, punitive, exemplary, speculative, consequential or incidental losses, damages, claims, liabilities, charges, costs, expenses (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through SRB CORPORATION) that may arise out of or result from this Agreement, irrespective of whether it had an advance notice of the possibility of any such damages; or
- (ii) damages relating to any claim that accrued more than One (1) year before the institution of adversarial proceedings thereon.

## **ARBITRATION**

In the event of any dispute, difference, claim or question arising out of the agreement during the continuance of the same or upon or after termination thereof, such dispute or difference shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of the arbitral proceedings shall be Delhi and shall be conducted in English.

## **INTELLECTUAL PROPERTY**

No intellectual property rights of any nature shall be transferred from SRB CORPORATION to Members in the course of performing any obligations or otherwise under this agreement. Ownership of all intellectual property rights and any other rights in these shall vest with SRB CORPORATION, and no rights shall be deemed to have accrued to the members.

## **ANTI-CORRUPTION**

Each member agrees that it shall comply fully with all applicable anti-corruption and anti-bribery laws, including but not limited to the India's Prevention of Corruption Act, 1988. Without limiting the generality of the foregoing obligation, each party agrees that it will not make, authorize, offer, or promise to make or give any money or any other thing of value, directly or indirectly, to any government official or employee, political party, or candidate for political office for the purpose of securing any improper or unfair advantage or obtaining or retaining business in connection with the activities contemplated hereunder. Any breach or violation of any provision contained in this Subsection by either party will be grounds for immediate termination of this Agreement by the other party.

## **PUBLICITY**

Members shall not use the SRB CORPORATION or logo or disclose the business relationship created under this agreement in any external communication or marketing materials.

## **Modifications**

No modification or amendment of this agreement and no waiver of any of the terms or conditions hereof shall be binding unless made in writing duly executed by Society and member.

IN WITNESS WHEREOF, the Members hereto have caused this agreement to be executed as of the day and year first above written by their duly authorized representatives.

SRB Corporation	Member
By:	By:
Title:	Title:
Date:	Date:
Signature:	Signature:

**Counter Signed by (with seal)**