**Ref: \_\_\_**

**Sales Consultant Agreement**

This Agreement is made on dated

**BETWEEN**

*TPL Life Insurance Limited (formerly known as Asia Care Health & Life Insurance Company Ltd) a Company incorporated under Companies Ordinance 1984 (XL V11 of 1984) having its Registered Office at 12th Floor, Centrepoint, Off Shaheed-e-Millat Expressway, Adjacent KPT Interchange, Karachi, Pakistan. (Herein referred to as the Company)*

**AND**

**s/o , holding CNIC No: residing at**

(Here in referred to as the "Sales Consultant").

The term "Sales Consultant" shall mean any person acting as an Insurance Agent in order to procure Individual as well as Group Health and Life Insurance business on behalf of the company.

This Agreement witnesses as under:

1. The Company hereby authorizes the Sales Consultant to solicit and procure life Insurance business and to provide Services to Clients. By virtue of this agreement a relationship of "Principal and Agent" is created where the Sales Consultant is the Agent and the Company is the Principal. This 'Principal and Agent" relationship shall not in any context or by any mean be deemed to be of "Employer & Employee" relationship. The Company hereby expressly reserves the right to sell its products and appoint other Agents.
2. Responsibilities of Sales Consultants

The Sales Consultant shall:

1. Report to the **Mr. Muhammad Karim Khan – Head of Retail Distribution**, based at our Business Center **33-C, Shahbaz Commercial Area, Area Lane # 4, DHA Phase VI, Karachi**. The detailed job description will be provided by the Supervisor.
2. Solicit and procure individual as well as group health and life insurance business and other financial services products offered by the Company and provide efficient services to policy holders.
3. Deposit with the Company any premiums collected by him/her as soon as practicable and until such amounts are lodged with the Company the money collected will be deemed to be held on trust for the Company.
4. Not advertise, issue circulars or letters to prospects/ policy holders without obtaining Company's written approval.
5. On behalf of the Company, not make any commitment, modify or discharge any contract and incur any liability or debt.
6. Abide by the Company's rules and the provisions of Insurance Ordinance 2000 and other applicable insurance rules and regulations, relating to Sales Consultants / Agents in force at present, and any changes made there in from time to time.
7. Disclose any existing contracts of agency with other insurers, otherwise it shall be deemed to include a warranty that no other such contracts exist.
8. Not offer directly or indirectly any rebate of the remuneration payable to him/her, as an inducement, to take an individual as well as group health and life insurance policy.
9. Sales Consultant, Performance Evaluation & Transfer
10. The Company hereby agrees to pay a commission as per company policy subject to clearance of instrument and issuance of policy and commission on renewal premiums will be paid as per Company policy, for so long as this contract is in force. The commission scale currently applicable is based on the product which may be changed any time, at the Company's discretion. The payment of the commission shall be made as per Company policy. In addition to above, the Sales Consultant will be entitled to other benefits (if any) agreed by Human Resource Department.
11. The Company shall have the right to offset against any commission due to the Sales Consultant and to withhold therefrom, the amount of any debt, obligation or liability due or owing or to become due or owing or likely to become due or owing by Sales Consultant to the Company, and such withholding and offset shall not create any cause of action against the Company.
12. If a policy is issued after premium payment has reduced or ceased, other than maturity, on another policy of the company on the same life, the corresponding first year commissions paid on the previous policy shall be deducted from the first year commission payable on such policy.
13. Income tax will be deducted by the Company at the time of payment of commission, based on commission amount as per the provisions of the Income Tax Ordinance, 2001.
14. Services of the Sales Consultant are transferable to any of our Business Offices in Pakistan with mutual consent.
15. Termination of Contract

The Contract shall be terminated if:

1. The Sales Consultant fails to submit the declaration as required under section 98 (2) of the Insurance Ordinance 2000.
2. The Sales Consultant failing to notify the Company of any change in the information provided under section 98 (3) within three (3) months of that change taken place.
3. Either party declared insolvent or bankrupt.
4. The Sales Consultant breaching any of the conditions stated in this contract.
5. The Sales Consultant misappropriates funds and/or found guilty of misconduct or breach of trust.
6. The Sales Consultant dies or becomes permanently / totally disable.
7. Confidentiality

All data and the information acquired during the course of his agreement is and will be of a confidential nature and either parties employees and personnel shall not use or attempt to use or permit any party to use such data or information or disclose or divulge any confidential or proprietary information of a specialized nature and value relating to such matters as company’s systems, devices, plans, procedures, reports and communications. The Sales Consultant is expected to strictly adhere to the Company's Confidentiality policy and Statement of Ethics and Business Practices.

IN WITNESS WHEREOF, the parties have set and subscribed their representative hands on the date, as mentioned above.

**Muhammad** **Taufeeq Hanif** **Muhammad Karim Khan**

**Head of Distribution Operations & Services** **Head of Retail Distribution**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Sales Agents Name & Signature:**

**CNIC:**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_