

# CLARO MITRA POLICY

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## **TERMS AND CONDITIONS**

### **THE SCHEME:**

A scheme in which a person wants to avail the opportunity of earning additional income by referring clients to Claro Energy through the designated employees of the company.

Claro Energy believes that customers are the best ambassadors as they have had an experience of company's prompt response and quality standards. In addition to this, the company also understands that the people who are directly connected at the grass root level in the rural areas have a better understanding of end user requirements. Thus, the Company has decided to reward all such individuals through its referral programme, who shall be called as "Claro Mitra" and they shall get the specified referral amount for referring customers subject to the terms and conditions described below.

### **WHO ARE ELIGIBLE**

The fulfillment of the eligibility criteria cannot be understood as assurance of acceptance of the application to become Claro Mitra, the Company reserves the exclusive right to select and/or reject the application of any individual to become Claro Mitra. The following two classes of people are eligible to apply:

1. A farmer who is a customer of Claro Energy at the consent of the company has the option to become a Claro Mitra. At the time of completion of installation and handing over, the option shall be given to the customer and if the individual chose to become Claro Mitra, shall exercise the option as per procedure explained to him by the Company representative.
2. Any interested individual with strong rural network access is eligible to apply. The interested Individual can approach the Company or its representatives to know details about policy. After going through referral card booklet of the policy, if the individual wants to become Claro Mitra, he should communicate the same to the Company representative and shall follow the procedure, explained to him by the Company representative

### **MECHANISM**

1. Claro Mitra shall communicate the concerned Company representative and fill required details in the referral card booklet. The referral card should be sent to the Company Head Office in New Delhi addressed to Claro Energy, F-213/A, 1st and 2nd Floor, Old Mehrauli Badarpur Road, LadoSarai, New Delhi within 30 days of the date of referral.

Referral cards can also be submitted online by sending the scanned copy of the filled referral card booklet at the following email id:

[claromitra@claroenergy.in](mailto:claromitra@claroenergy.in)

Claro Energy is also in the process of digitizing the process, and any change in the process shall be conveyed as and when required.

2. Upon receipt of the details, Claro Energy shall start the conversation with the referred client. It is to be noted that the referral cards filled by the Claro Mitra is not binding on Claro Energy as it is an invitation to offer only. Claro Energy reserves all rights to accept/ select/ reject/ defer / withdraw the invitation to offer at any stage including but not limited to after receiving the referral intimation and can also stop further process and installation of the referred client as per its own discretion at any stage without assigning any reason for such decision.
3. Upon subsequent communications, a quotation shall be provided by Company to the referred client. It is to be noted that the Company may ask referred client to mention the name of the Claro Mitra and other relevant details in the quotation document.
4. Every Claro Mitra would be given a unique ID for the sake of identification. A referral card booklet with unique numbers and/or Smart phone based Application platform shall be given to the Claro Mitra. The referral card is only an invitation to offer and in no circumstances is can be understood as offer/referral made by the Company. The company has no intention to create any relationship, which could be understood as partnership or agency.
5. The terms and conditions of the policy is same for the procedure in digital as well as non-digital platform.
6. Once the details reach the head office, they would be scrutinized before release of payment. Once Company receives the complete payment of the

referred system by the banker/ owner as the case may be then the Company will release the referral amount after deduction of TDS and as per applicable law at the time of release of the amount.

7. It is to be noted that at times one particular client is referred by different Claro Mitras. In such a scenario the decision of selecting the Claro Mitra responsible for referring the client lies with the Company. Company reserves the right to select the Claro Mitra eligible for the commission in any for seen and/or unforeseen situations including but not limited to the aforesaid situation and the decision of the Claro Energy shall be final and cannot be questioned in any event.

### **ROLES AND RESPONSIBILITIES OF THE CLARO MITRA**

1. Claro Mitra is expected to generate leads regarding the potential customers for solar water pumps.
2. The leads can be either for outright sale or sale under the NABARD guidelines issued by NABARD vide Circular 252/DOR-GSS-60-2014 and subsequent notification vide Circular No. 88 14 May 2015/DoR-GSS-26/2015.
3. Claro Mitra has to ensure that s/he provide necessary correct information to the potential customers. S/he has to ensure that only the data provided by the authorized company representative is being used as marketing collateral. Under no circumstances would they design/ print/ use any material on their own or use without the approval of the Company.
4. It is the responsibility of the Claro Mitra to ensure that the referred customers shall submit the necessary documents as per Annexure-A attached to this document. Further, submission of all documents to the Company Representative is also the duty assigned to the Claro Mitra.
5. It is the responsibility of the Claro Mitra to ensure that the referred customer does not cancel the order after the company receives a work order from the bank or directly as the case may be. Further, it is the responsibility of the Claro Mitra to inform the customer about the “No Cancellation Policy”. In case of cancellation no payment will be made to the Claro Mitra and the margin money deposited by the customer will be transferred to Claro Energy by the concerned bank involved in the process.

6. If the sale is under the NABARD guidelines it is the responsibility of the Claro Mitra to ensure that the farmer deposits the necessary margin money and keeps it intact in the bank account.
7. Every Claro Mitra will be given a referral card booklet and/or Smart phone based Application platform, which shall authorize them as an active participant in the referral scheme. Due care shall be taken to ensure that the required details are submitted to the company as per the terms and conditions of the Company at the relevant time of the referral.

## **PAYEMENT TERMS**

1. The Company shall release the referral amount as soon as the complete sale amount is received by the Company. Under no circumstances the referral amount can be presumed to be due just on lead introduction.
2. Company has made four levels of Claro Mitra, i.e., Germinators, Growers, Boosters and Producers. Generally a Claro Mitra will be entitled for upgrade to the next higher level once ten sale transactions are completed out of his/her referral in the level s/he is placed. Company reserves right to alter/amend/delete any level or to consider anyone in any particular level even without fulfillment of the target as per its sole discretion.
3. The referral amount for every level shall be given as per policy of the Company at the relevant time. Details regarding referral amount shall be communicated to Claro Mitra by Company Representative.
4. The referral scheme shall be valid for direct referrals only and not for the subsequent referrals/clients, which may arise through the initial referral for which the Claro Mitra is paid or through the referral made by any referred lead/client in the past.
5. Lead shall be considered to be concluded, only after the system installation gets completed and the company receives the complete payment from the bank. Providing lead can never be considered as referral to be considered for any incentive in any circumstances.
6. All submitted claims shall be subject to scrutiny by the company and payment shall be made after complete scrutiny. The payment shall be made after deducting necessary TDS and in accordance with other applicable laws. The company shall provide the TDS certificates to the Claro Mitra on a quarterly basis.

## **TERMINATION**

1. Any negligence at the part of the Claro Mitra in presenting company business or any other information will be treated as misconduct. Any misconduct shall lead to the termination of Claro Mitra.
2. If it is found that the Claro Mitra has made any wrong communication/ over commitment/ made un-realistic promises/ passed any wrong information to the customer, which is beyond the scope of the Company policy then the company shall terminate the relationship with immediate effect.
3. In addition to aforesaid clauses 1, 2 and 3, any such conduct/misconduct which can affect reputation of the company, non-compliance of any terms and conditions and any other conduct, which is not acceptable to the company shall lead to the termination of the Claro Mitra and s/he is bound to handover all documents including but not limited to id card and referral cards, which shall be returned to the company representative.

## **MODIFICATION/CANCELLATION OF SCHEME**

1. Claro Energy is the sole initiator and executor of the proposed referral scheme and shall reserve all rights to alter/ modify or withdraw the scheme at any time. Any decision made by the company regarding the scheme is to be considered final.
2. In case of any change or withdrawal, company shall notify the same. Further, no claims shall be entertained after the date of discontinuation of such a scheme except the ones where the final payment has come in the account of company in furtherance of the referral when the policy was in existence.

## **DISPUTE RESOLUTION**

Any dispute arises out of this policy shall have the legal jurisdiction of the courts in Delhi.