

# Focus Edumatics Private Limited

No.1605, 3rd Floor, BMH –Srinivas Complex, Trichy Road, Coimbatore - 641018



10 November 2021

Name : N Shifa Anjum  
Email ID : shainaanjum29@gmail.com  
Permanent Address : 240 E, Siva sakthi complex, E B B Nagar, Erode, Erode, 638001

Dear Ms N Shifa Anjum:

We are delighted to offer you employment with Focus Edumatics Private Limited as Online Tutor in our Online Tutoring department.

This Employment Agreement sets out the particulars of the terms and conditions of employment between Focus Edumatics Private Limited at No.1605, 3rd Floor, BMH –Srinivas Complex, Trichy Road, Coimbatore - 641018("Focus") and N Shifa Anjum residing at the address mentioned above.

Any reference to "this agreement" throughout is reference to the terms and conditions of your employment as set out in this Statement.

## 1. Conditions

Your employment is conditional on:

- a) Your agreement to and acceptance of this Employment Agreement;
- b) Your agreement and acceptance to work in Night shift or as directed by your Reporting Manager from time to time.
- c) Your agreement to and acceptance (both in writing and electronically where requested) of the attached Non-Solicitation and Confidentiality Agreement and other Annexures;
- d) Should Focus request it, a medical assessment and report satisfactory to Focus;
- e) The completion of background screening checks, including criminal records checks, (both prior to the commencement of your employment and on a recurring basis during employment) and receipt of written references to the satisfaction of Focus;
- f) You providing Focus with satisfactory proof of any relevant qualifications, as may be requested by Focus;
- g) Your agreement to and achieving and maintaining a suitable standard for compliance purposes (see below), including agreeing to comply with all applicable policies, procedures and guidance, and completion of mandatory training in appropriate timescales. Your role is subject to the achievement and maintenance of an appropriate level of competence, as required by your current role at any point in time;
- h) You being free to take up and carry out the role offered to you and you not being in breach of or breaching any express or implied terms of any contract, court order or of any other obligation legally binding upon you by virtue of accepting this Employment Agreement;
- i) You having declared any action taken against you by a regulatory or professional body;
- j) You having lawful authority to work in India and producing satisfactory evidence to this effect. (Under Indian immigration laws, foreign nationals must have appropriate employment visas before their employment commence).
- k) You not being subject to any obligation, whether under a contract of employment or otherwise, which would in any way restrict your ability to undertake or perform your duties with respect to our services.

During your employment, Focus may conduct periodic background checks (including criminal record checks). It is a condition of your employment that you consent to provide the personal information required to conduct such checks when requested to do so. By accepting this Employment Agreement, you understand and agree that failure or refusal to consent and/or provide the required personal information will constitute a serious breach of this Employment Agreement which will be a cause for initiating disciplinary action, including but not limited to termination of employment.

All of the above must be to the satisfaction of Focus. This appointment is on the basis of the information/particulars provided by you with regard to your educational/professional qualifications, experience, and criminal records. In the event it is discovered, at any stage, that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, it shall constitute breach of discipline and your services will be liable to be terminated. In addition, if the conditions stated above are not fulfilled to the satisfaction of Focus, then your appointment will be deemed void and your services with Focus terminated.

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This appointment is on the confirmation from you that you can perform the duties of the position for which you are being hired without violating any obligations that you might have to any other person or company.

## 2. Commencement Date

You, Ms N Shifa Anjum, are employed by Focus as Online Tutor in our Online Tutoring with effect from Date 10-Nov-2021. You are requested to bring with you, when you first report to work, a valid Government issued ID and documents requested for in the offer letter and employment visa (where relevant) or other valid evidence of the right to work in India. If this is problematic, please contact the Human Resources Department to discuss.

## 3. Probation

The first three months of your employment will be probationary. Focus reserves the right to extend this period, if appropriate, in all the circumstances. Your completion of probationary period with Focus will be confirmed in writing after three months and/or you will be advised in writing, if Focus decides to extend your probationary period. During your probationary period, either the company or you may terminate this agreement by giving in writing to the other party, Fifteen days' notice, and the same notice requirement would apply to you should you resign during the probationary period. Upon successful completion of probation, you are obliged to give to Focus a notice of 60 days prior to resignation of your employment. In this case, Focus reserves the right to pay you in lieu of notice period.

## 4. Job Title

You are employed as Online Tutor in our Online Tutoring. Focus reserves the right to amend your reporting line to any person so appointed to act with such authority.

You shall faithfully and diligently perform the duties and exercise the powers which from time to time may be assigned to you by Focus together with such person or persons as Focus may appoint to act jointly with you. You shall serve Focus in this capacity to the best of your ability or in such other capacity as Focus may from time to time determine.

You and Focus agree that the nature of Focus' services/business demands flexibility and that reallocation of duties, power, and other responsibilities from time to time is a natural part of and a precondition for the employment relationship between you and Focus. This may involve a change in your job title and reporting relationship.

You shall at all times keep Focus promptly and fully informed (in writing if requested) of the services/business of Focus and of any information which may adversely affect Focus or its services/business.

## 5. Duties and Responsibilities

Duties and responsibilities of your position shall be explained by your reporting manager. You may be required to undertake other duties from time to time as Focus may reasonably require.

You shall devote the whole of your working time unless prevented by ill-health or accident or otherwise directed by Focus (including during any period of suspension or exclusion as detailed under section 17) to your duties under this Employment Agreement. You must serve Focus honestly and faithfully. You may not be employed or otherwise engaged in any other business, trade, or profession which is in direct conflict with the company's interest either directly or indirectly in any capacity whatsoever.

## 6. Associated Company

You acknowledge and agree that Focus may at times require you to work for any Associated Company and to carry out its duties or responsibilities for any Associated Company which include its subsidiaries, affiliates, or its customers, subcontractors, or any other individuals or companies having any kind of association or relationship with Focus.

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By working for any Associated Company and/or by carrying out duties or responsibilities as mentioned in the above paragraph, you do not become an employee, or agent, or contractor of such Associated Company, including its subsidiaries, affiliates, customers, subcontractors or any other individuals or companies having any kind of association or relationship with Focus. For all purposes, you shall remain an employee of Focus and shall share an employer-employee relationship with Focus.

Focus further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of Focus or as part of any restructuring or amalgamation or such other plan implemented by Focus or by which Focus is bound, on such terms and conditions as applicable to such a plan.

## 7. Location

You shall work at Focus' offices based at Bangalore or such other place of service/business of Focus or any Associated Company as may be directed by management from time to time.

## 8. Fitness for work:

You shall disclose all pre-existing injuries, health concerns and diseases suffered which you are aware about and which could reasonably be expected to be impacted by the nature of the proposed employment with Focus.

## 9. Compliance with Applicable Law

You agree to comply with all applicable laws, regulations, governmental orders of India and rules governing the services/businesses in which Focus operates.

## 10. Salary

Your annual cost to company(CTC) will be Rs.180000/- (One Lakh Eighty Thousand Only) inclusive of all hours worked. A detailed breakdown of your CTC is set out in Annexure 1.

You shall be eligible to be paid on a monthly basis. This will be credited to your account on or before 7th calendar day of the succeeding month, subject to statutory deductions.

You shall be subjected to changes in deduction of applicable taxes and statutory benefits from time to time and you shall abide by the same.

## 11. Retirals

You will be eligible to participate in the Provident Fund and Gratuity Scheme, subject to the terms and conditions of the Fund and Scheme from time to time in force as prescribed under law. You will be provided with the details and terms and conditions at the time of your joining. Subject to applicable law, Focus reserves the right to terminate or substitute another fund and scheme.

## 12. Hours

Your actual working hours will be advised by your Reporting Manager and will not ordinarily exceed 48 hours a week. You should clock a minimum of 8:30 hours in the production floor to get a full day's attendance. You may be assigned to a particular shift, based on the business requirement, and the same shall be informed to you by your reporting manager.

Work patterns vary and you may be required to work outside of these normal working hours should the needs of the business make it necessary.

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## 13. Leave

Please refer to the leave policy hosted on company's intranet site.

## 14. Leave Inspection

Focus shall reserve the right to conduct an inspection with respect to leave availed by you either informed or uninformed by conducting a meeting headed by 3 Personnel so appointed by Focus. The inspection rights shall include any Medical Condition that you are facing or may face in future as long as you are Employed by Focus.

## 15. Expenses

Focus will reimburse you for all reasonable business expenses properly incurred by you in the course of the performance of your duties. Any reimbursement is conditional upon the presentation of expense statements, receipts or other supporting documentation that Focus may reasonably require. A request for an expense reimbursement may be denied if it is not accompanied by the required documentation.

## 16. Travel

You may be required by Focus to travel from time to time in order to perform the duties of your position, without any additional remuneration.

## 17. Notice and Termination

Following the successful completion of your probationary period, the length of notice to relieve you from your employment which you are obliged to give to Focus, or Focus is obliged to give to you, will be 60 days. The period of notice shall commence only after the acknowledgement and acceptance of the Reporting Manager. The Reporting Manager shall acknowledge and accept the notice of the Employee within five working days. Focus reserves the right to make a payment of salary in lieu of notice. You shall serve the notice period of 60 days. In case, an emergency leave is availed during the said Notice period then the notice period shall be extended accordingly. In case, the Employee wishes to withdraw his/her resignation letter, a withdrawal letter shall be sent to the Reporting Manager during the tenure of the Notice period.

During the period of notice, you shall complete all assignments assigned to you up to the satisfaction of the Reporting Manager before being relieved.

During any period of notice of termination, given by Focus, Focus shall be under no obligation to assign any duties to you or to provide any work and shall be entitled to exclude you from its premises and prevent you from contacting any member of Focus' staff, clients or suppliers, provided that this shall not affect your entitlement to receive your normal contractual payments. For the avoidance of doubt, during any such period, you may not undertake work of any nature on behalf of or for the benefit of any third party and you remain obliged to comply with your confidentiality obligations.

If you have resigned from employment, Focus may, at its sole discretion waive all or part of the notice or allow you to pay in lieu of the notice period (or any remaining part of the notice period). Any resignation would have to be accepted by Focus to become effective. However, in case any disciplinary proceedings are either contemplated or pending against you or if there are certain business exigencies, Focus will have the right not to accept your resignation. Once accepted, the resignation cannot be withdrawn without express consent of Focus.

Nothing in this Employment Agreement shall prevent the giving of a lesser period of notice by either Party where it is mutually agreed.

You agree and accept that any statutory or other "last in first out" rule or any modifications thereof shall not apply in the event of the termination of your employment for any reason whatsoever.

Focus shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you commit an act of misconduct or are otherwise in serious breach of this Employment Agreement or your obligations as an employee or if you fail to maintain a valid right to work and reside in India. An indicative list of acts which constitute misconduct is set out below

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- 17.1. Frequent unauthorized Leaves;
- 17.2. Fraud, bribery, or conviction of a felony or unlawful offense involving dishonesty or breach of trust;
- 17.3. Dishonesty, embezzlement, larceny or misappropriation of Focus or client funds or property including but not limited to intellectual properties;
- 17.4. Possession, use, copying or reading of corporate records without appropriate authorization, or disclosure of confidential information concerning financial, business or work information concerning Focus or any Associated Company or if it's one of their clients;
- 17.5. Refusal to cooperate in any investigation deemed necessary by Focus;
- 17.6. Falsification, alteration, forgery or destruction of any records, history, data, instrument, attendance information or any other corporate records;
- 17.7. Removal of, damage to, or misuse of Focus' or any person's property;
- 17.8. Improper or unauthorized use of funds, property, or services;
- 17.9. Workplace violence or the commission of or threat to commit injury or damage against any person or his/her property;
- 17.10. Sexual harassment, sexual assault, sexual abuse at workplace or any kind of actus reus against the POSH Act 2013; and
- 17.11. Illegal or unauthorized possession, selling, delivery or use of intoxicants, narcotics, or controlled substances any time during employment or while on premises or on corporate business.
- 17.12. Breach of any clauses of the Company's regulations/policies.

These are not intended to be exhaustive and may be supplemented by area work rules in particular units. Focus also reserves the right to issue discipline up to and including dismissal for any other action which in its sole discretion it deems unacceptable. Disregard of Focus's performance or conduct standards may result in disciplinary action up to and including termination.

## 18. Obligations on Termination

On leaving employment, you must return all property, documents and correspondence belonging to or relating to Focus, any Associated Company or its or their customers, subcontractors or any other individuals or companies having any kind of association or relationship with Focus.

Upon the termination of your employment, for whatever reason, you shall resign from all offices (if any) held by you in Focus and/or any Associated Company and in the event of failure to do so, Focus is hereby authorised to appoint a person in your capacity/position and on your behalf to execute all documents and to do all things requisite to that effect.

## 19. Suspension

If Focus suspects that you have been involved in any improper conduct or involved in any misconduct or other conduct which in the reasonable opinion of Focus' may impact upon your ability to carry out your duties and responsibilities under this Employment Agreement or may cause damage to Focus' services/businesses or reputation, Focus may do the following for the purposes of conducting an investigation:

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- (a) Suspend you from performing the duties and responsibilities of your position for a period determined by Focus;
- (b) Direct you not to attend the workplace, communicate with fellow employees, customers, suppliers or clients of Focus or any other persons involved in the conduct which is being investigated, or otherwise interfere with the conduct of the investigation; and
- (c) Appoint any person to conduct the investigation and direct you to provide any assistance and answer any questions required for the investigation.

During the period of suspension, you shall not tamper the investigation proceedings in anyway whatsoever, which will affect the result of its outcome.

During the period of Suspension, you will continue to receive the remuneration under this Employment Agreement.

Any suspension under this clause will not be treated as disciplinary action by Focus but will be instituted solely for the purpose of conducting an investigation.

## 20. Disciplinary procedures:

You are subject to the disciplinary rules and procedures set out in the "code of conduct" document in the company's intranet portal. In case of misconduct, you may be dismissed without notice or pay in lieu of notice.

## 21. Grievance procedure

If you have a grievance or are dissatisfied with anything affecting your employment, you have the right to raise the matter to the HR Department/Reporting Manager.

## 22. Confidential information

You are obliged to comply with the terms of the Non-Solicitation and Confidentiality Agreement during and after the termination of your employment with Focus. A copy of the Non-Solicitation and Confidentiality Agreement is enclosed with this Employment Agreement and forms part of the terms and conditions of your employment. In accepting the enclosed Non-Solicitation and Confidentiality Agreement, you confirm and acknowledge that you have received the document, that you have read and understood it and that you agree to abide by its contents.

You shall not disclose to Focus, or use for its benefit, any proprietary or trade secret information to which you may have had access while employed elsewhere. You shall not bring to Focus' facilities any materials or documents belonging to any other person or company, including but not limited to client/customer lists.

## 23. Inventions

Any work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted), designs or copyright work and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time, made by you during the course of your employment by Focus whether or not in the course of your duties and whether for Focus or any Associated Company ("Intellectual Property") shall be the exclusive property of Focus. All such Intellectual Property shall be regarded as having been created under a contract of service. In consideration of your employment with Focus, you hereby transfer and assign in favor of Focus, all rights, title and interest in and to all the Intellectual Property, together with the rights to sub-license or transfer any and all rights assigned hereunder to third parties, in perpetuity. You agree that such assignment shall be perpetual, worldwide and royalty free. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if Focus does not exercise the rights under the assignment within a period of one year from the date of assignment. You further acknowledge and agree that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. You also agree to assist and cooperate with Focus in perfecting Focus' rights in the Intellectual Property. You undertake at the expense of Focus to execute any formal and additional assignment required by Focus to vest or confirm the vesting in it or its nominee of all rights in any such Intellectual Property.



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The obligations set out in this section shall survive the termination of your employment. You hereby acknowledge that any violation, breach or other failure on your part to comply with these obligations could materially and irreparably injure Focus and its business in a manner inadequately compensable in damages and that Focus may seek and obtain injunctive relief against the breach or threatened breach of these obligations in addition to any other legal remedies that may be available.

## 24. Communication

You shall keep Focus informed of your latest postal address at all times and inform Focus in writing of any change in address. Any communication sent to you by Focus on your last known address shall be deemed to be duly served notwithstanding the fact that you have changed your address if this change was not previously advised in writing to Focus.

## 25. Dual Employment

You being an Employee of Focus', shall be obligated to invest your entire work hours for Focus alone. You shall not and should have not enter/entered into an employment contract or otherwise which would restrict your ability to perform the duties assigned with respect to Online Tutor.

## 26. Amendments

Subject to applicable laws, Focus reserves the right to amend its terms and conditions of employment and policies from time to time. Such amendments will be confirmed to you in writing.

## 27. Acceptable Use

Focus may provide you with access to certain facilities, including email and internet services, computer systems, telephone services (mobile and landline), facsimile machines and photocopying facilities. You must use these facilities in accordance with any applicable Code of Conduct or policy.

You shall have access to e-mail and the Internet, for the better performance of your duties. You agree to comply with Focus' policies regarding the use of Focus' computers, e-mail system, Internet services and other software programmes. You are aware that Focus has complete access to all material and e-mail correspondence and an overview of Internet usage that is saved in or performed via Focus' data system.

Focus reserves the right to monitor all e-mails/Internet activity by you for the purposes of managing your employment and to ensure compliance with Focus' applicable policies and procedures.

## 28. Employee's Representations and Warranties

This Employment Agreement and your employment with Focus are at all times conditional upon:

- (a) Your obtaining and retaining all necessary visas, work permits, licenses, registrations, or memberships to enable you to lawfully reside and work in India and fulfill the duties of your position;
- (b) Your being competent to properly carry out the duties of your position and that any representations as to the qualifications, skills, experience, industry knowledge, business influence, client/customer contacts, and employment history made by you or a person on your behalf are true and correct; and
- (c) Your not being subject to any direct or indirect restrictions on your ability to fully perform the duties of your position and you not breaching any obligation to a third party by entering this contract

You acknowledge that in entering into this Employment Agreement, you have not relied on any representations, assurances, warranties, or understandings about its subject matter, except as provided in this Employment Agreement.

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## 29. Miscellaneous

This Employment Agreement, the Non-Solicitation and Confidentiality Agreement and the other documents referred to herein constitute the entire agreement relating to your employment and supersedes all (if any) prior offers, subsisting agreements and undertakings (written or oral), with respect to your employment by Focus which such agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent. You warrant that you have not entered into this Employment Agreement in reliance on any warranty representation or undertaking of any nature whatsoever which is not contained in or specifically incorporated in this Employment Agreement.

The expiration or determination of this Employment Agreement, howsoever arising, shall not affect such of the provisions hereof as are expressed to operate or have effect thereafter, and shall be without prejudice to any right of action already accrued to either party in respect of any breach of this Employment Agreement by the other party.

No delay, failure or omission on the part of Focus to exercise any of its powers, rights or remedies under this Employment Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them. If, at any time, any provision of this Employment Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions shall not be impaired or affected.

You, acknowledge that other employees of Focus are important for the business of Focus and undertake that during the employment and for a period of three years after the termination/resignation of your employment with the company, you will not approach, influence, induce, suggest, tempt the other employees of Focus to break away or leave their employment with Focus for any reason whatsoever and any act knowingly or unknowingly committed by you in violation of your undertaking, will be entitled for legal, civil and criminal proceedings by Focus.

## 30. Governing Law and Jurisdiction

This Employment Agreement is governed and construed in accordance with Indian laws. The courts at Bangalore shall have the exclusive jurisdiction over all disputes or claims between you and Focus under this Employment Agreement. Any dispute, controversy or claim arising out of or in connection with the Employment Agreement shall be finally settled under the Rules of Arbitration and Conciliation Act, 1996. The seat of arbitration shall be at Bangalore. The language of arbitration will be English. If any provision of this Employment Agreement is held to be invalid or unenforceable, then such provisions shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Employment Agreement but without invalidating any of the remaining provisions of this Employment Agreement.

## 31. Assistance in Litigation

You shall, upon reasonable notice, furnish such information and proper assistance to Focus as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after your employment.

## 32. Third Party Rights

Other than an Associated/Sister Company, any person who is not a party to this Employment Agreement has no right to enforce any term of this Employment Agreement.

## 33. Personal Data Protection

Please note that any personal data, which have been provided by you to Focus, its agents, recruitment agencies or other third parties, in connection with your application to Focus for employment, including any sensitive personal data and any subsequent personal data supplied by you, in connection with your employment with Focus, will be held on a confidential basis. Focus will process these personal data (and may disclose them) for the purposes of offering you employment with Focus and all other purposes for which Focus deems fit.



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For the purposes set out above, Focus may also transmit personal data about you to other branches across the Country. Focus will take all reasonable steps to ensure that your data will be treated with an acceptable level of confidentiality.

By accepting and acknowledging this Employment Agreement, you consent to personal data (and, in particular, sensitive personal data) relating to you being held, processed or disclosed for the purposes set out above. You also consent to the transfer overseas of any such personal data by Focus as set out above.

### 34. Acknowledgment, Acceptance and Declaration

My signature below indicates my agreement to the above terms. I hereby acknowledge that I have read, understood, accept, and agree to the above terms of my employment or, where applicable, changes to the terms of my employment which take effect at the date of this Agreement.

Additionally, I hereby declare that, neither I face any health concern nor I have any medical record of any known health concerns or injuries that may impact my nature of work at Focus.

for Focus Edumatics Private Limited.,  
Authorised Signatory(HR Executive)

HR Signature

Date : 10 November 2021

Place : Coimbatore Trichy Road

Name :N Shifa Anjum

Employee Signature

FOCUS EDUMATICS  
CONFIDENTIAL

## NON - SOLICITATION AND CONFIDENTIALITY AGREEMENT

### A. Confidential Information:

1. I agree and acknowledge:

- (a) That in the course of and as a consequence of my employment with the Company and because of the nature of my responsibilities I will have access to and will be entrusted with Confidential Information (as defined below) concerning the Company's business;
- (b) That I will occupy a position of trust and confidence with respect to such Confidential Information;
- (c) That the Company entrusts me with Confidential Information in reliance on a confidential relationship arising out of my employment with the Company and my execution of this Agreement; and
- (d) That such Confidential Information that I may acquire or to which I may have access is of great value to the Company.

2. I will not, during my employment or thereafter, remove or transfer physically, electronically, or in any other way any Confidential Information, directly or indirectly, (or any copy thereof) from premises or property owned, used, or leased by the Company, except:

- (a) As is required in the course of my duties for the Company and as is necessary for me to perform my duties; or
- (b) If I have received advance written consent from the Reporting Manager of the Company. Upon any termination of my employment, all documents and electronic files containing Confidential Information (including all copies) and all Company property will be turned over immediately to my manager or other designate authorized by the Company, and I shall retain no copies thereof.

3. I agree that, during the course of my employment with the Company and after I cease to be employed by the Company for any reason, I will not, directly or indirectly, for my own or another's benefit, use, make known or divulge any Confidential Information, except:

- (a) As is required in the course of my duties for the Company and as is necessary for me to perform my duties; or
- (b) If I have received advance written consent from the Reporting Manager or other designate authorized by the Company.

### B. Competitive Restrictions:

1. I agree that, during my employment with the Company, I will not directly or indirectly, nor will I assist anyone else to, engage in any activity that is competitive with the Company or any of its subsidiaries or affiliates.

2. I agree that, during my employment with the Company and after I cease to be employed by the Company for any reason, I will not, directly or indirectly, except as authorized by the Company in the course of my duties for the Company:

- (a) Provide, or directly assist in the provision of, any Competitive Services or Products to any Client or Prospective Client (as defined below);
- (b) Solicit, or directly assist in the Solicitation of, any Client or Prospective Client; or
- (c) Solicit, encourage, advise, induce or cause any Restricted Person (as defined below) to terminate his or her employment or engagement with the Company, or provide any assistance, encouragement, information, or suggestion to any person or entity regarding the solicitation or hiring of any Restricted Person.

3. I acknowledge that my duties for the Company are not confined to any specific geographic area. Rather, my duties pertain to particular clients, and the identities and locations of these particular clients may change from time to time. I therefore agree that the restrictions in this Agreement attach to my conduct in India where the Company has carried out business/service in which I have been materially involved or concerned and with respect to Clients and Prospective Clients wherever they may be located after I cease to be employed by the Company.

4. Nothing in this Agreement shall prohibit my Solicitation of or my providing Competitive Services or Products to any Client or Prospective Client with whom I can demonstrate that I had a business relationship prior to the start of my employment with the Company, provided that no Confidential Information is used, directly or indirectly, in connection with that Solicitation or provision of Competitive Services or Products.

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## C. Work Product:

1. Any work product, inventions, methods, processes, software, procedures, improvements, property, data, documentation, information or materials that are prepared, conceived, discovered, reduced to practice, developed or created by me, either jointly or severally, during, in connection with, for the purpose of, related to, or as a result of any work I performed for the Company, the business/service of the Company, or the Company's actual or demonstrably anticipated research or development (the "Work Product") shall be owned exclusively and perpetually by the Company. I agree to disclose promptly all Work Product to the Company.

I hereby unconditionally and irrevocably transfer and assign to the Company all right, title and interest (including all patent, copyright, trade secret and any other intellectual property rights) that I currently possess during the tenure of my employment by operation of law or otherwise in or to any Work Product. I acknowledge that all Work Product that may be copyrighted shall be deemed, to the extent permitted by law, "First ownership" as defined in the Indian Copyright Act, 1957 (or equivalent local legislation as applicable), I agree to waive all rights (including "moral rights") in all Work Product, and I further agree to and hereby assign to the Company all of my right, title and interest (including copyright) in the Work Product. Nothing in this Agreement shall be construed to grant the Company any interest in materials that I prepared, conceived, discovered, reduced to practice, developed and created entirely on my own time and for which no equipment, supplies, facilities, resources, or trade secret information of the Company was used, unless those materials relate to the Company's business (including the Company's actual or demonstrably anticipated research or development) or result from any work that I performed for the Company.

2. If I am authorized by the Company to the extent that any document or other filing can be prepared or filed in order to perfect, evidence or register any transfer as referenced in paragraph C.1 above, then I will, at the cost of the Company, sign and otherwise assist with any such document or filing (and any steps related thereto) as the Company considers desirable.

## D. Definitions: For purposes of this Agreement:

"Company" means Focus Edumatics Private Limited., its successors, and any and all subsidiaries or other affiliates (or any of their successors) as to which I perform services, or have access to Confidential Information, during my employment. For purposes of this Agreement, the term "affiliate" means any entity that owns or controls, is owned or controlled by, or that is owned or under common control with Focus Edumatics Private Limited.

1. "Competitive Service or Product" means any service or product that satisfies both of the following criteria:

(a) Is the same or substantially similar to or competitive with any service or product that the Company provided to its clients during my employment by the Company, and

(b) Is one as to which I had material involvement or access to Confidential Information at any time during the period of twelve (12) months prior to the termination of my employment with the Company.

2. "Client" means any person or entity to which the Company provided Competitive Services or Products, and with which I had contact or about which I had access to Confidential Information, during my employment. "Prospective Client" means any person or entity to which the Company provided, or from which the Company received, a proposal, bid, or written inquiry (general advertising or promotional materials and mass mailings excepted) for the Company to provide Competitive Services or Products and with which I had contact, or about which I had access to Confidential Information, and with whom the Company has been engaged in negotiations, during my employment. "Client" shall not include any person or entity that acted only as a referral source for the Company during my employment.

3. "Solicit" and "Solicitation" (with respect to Clients Employees or Prospective Clients Employees) means directly or indirectly, and without the Company's written authorization, to invite, encourage, request, or induce (or to assist another to invite, encourage, request or induce) any Client or Prospective Client and Employees':

(a) Surrender, redeem or terminate a product, service or relationship with the Company;

(b) Obtain any Competitive Service or Product from me or any third party; or

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(c) Transfer a product, service or relationship from the Company to you or any third party.

(d) Influence, induce, coerce, suggest, tempt other employees of the company to quit the company for any reason whatsoever.

NOTE: Any act knowingly or unknowingly committed by the employee in violation of their undertaking, will be entitled for legal, civil and criminal claims from the company.

4. "Confidential Information" means all information regarding the clients of the Company, or regarding the current or planned business of the Company, which has not been made generally known to the public by authorized representatives of the Company, whether created or supplied to me by the Company or compiled by me in the course of my duties for the Company, including but not limited to:

Client information, such as client lists (in any form) and other non-public personal, business, financial, or other information regarding the clients or prospective clients of the Company, such as the identities of clients and prospective clients (including names, addresses, phone numbers, email addresses, and PAN or Aadhaar numbers or other Government-issued identification numbers), information regarding clients' accounts, their borrowings, their financial needs, their current or proposed transactions, their investment preferences and/or history, contract terms, client files, all internal analyses of clients and/or their accounts or investments, and all other information regarding clients that the client or applicable law designates as private or confidential;

Corporate strategies, and business, marketing and/or strategic plans;

Business procedures and methods, computer data, software, and system designs of the Company;

All personnel files and information and any lists of employees, vendors, or independent contractors of the Company; and

All information for which the Company has a legal or contractual obligation to treat as confidential. Confidential Information does not include information which has become available to the public generally (otherwise than as a result of any breach by me of any obligation owed by me to the Company).

5. "Restricted Person" means any person of Manager level or above who provided services to the Company (whether as an employee, agent, independent contractor, or otherwise) during my employment with the Company, and with whom I had material business-related contact, about whom I had access to confidential personnel information, or for whom I had direct or indirect supervisory responsibility, during my employment with the Company.

## E. Notice and Other Agreements:

1. If for any reason I decide to leave the Company, I agree that I will provide written notice of my intention to leave as provided in my contract of employment unless otherwise it is relaxed by the Reporting Manager (in writing). I agree that the Company may contact my prospective employer regarding my obligations under this Agreement.

2. I recognize that the restrictions set forth in this Agreement are reasonable in scope, including as to time, geography, and the nature of the activities they prohibit, and that they are no more extensive than is necessary in order to protect the legitimate interests of the Company. I further recognize that the Company will suffer immediate and irreparable harm as the result of any breach of such restrictions and that monetary damages will not be adequate to compensate the Company for such breach. I understand that the Company may seek injunctive relief, in addition to monetary damages, to enforce those restrictions. I acknowledge that the period of the restrictions in this Agreement shall be reduced by any period of garden leave exclusion to which I may be subject under my contract of employment with the Company.

3. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, it shall be limited, modified and construed in accordance with applicable law as it then shall appear, and if such modification does not or cannot occur, then the provision in question shall be severed, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and the remainder of this Agreement shall be enforceable and binding upon the parties.

4. I understand and acknowledge that if I transfer positions or locations between or among Focus' subsidiaries or affiliates, I may be required to sign another, substantially similar Non-Solicitation and Confidentiality Agreement. I agree that the Company may assign this Agreement, and I hereby consent to such assignment and to the enforcement of this Agreement by the Company's successors and assigns.

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This Agreement and the rights and obligations of the Company and I hereto shall bind and inure to the benefit of any successor or successors of the Company, but neither this Agreement nor any rights or benefits hereunder may be assigned by me.

5. This Agreement is intended to supersede the provisions of any employment agreement or other agreement that I may have previously entered into with the Company regarding the subject matters described in this Agreement, but this Agreement will not supersede the terms and conditions of any agreement pertaining to any equity award that I may previously have received.

My signature below indicates my agreement to the above terms. I hereby acknowledge that I have read, understood, accept, and agree to the above terms of my employment or, where applicable, changes to the terms of my employment which take effect at the date of this Agreement.

for Focus Edumatics Private Limited.,

Mary

Authorised Signatory(HR Executive)

Name : N Shifa Anjum

HR Signature

Date : 10 November 2021

Place : Coimbatore Trichy Road

Employee Signature

FOCUS EDUMATICS  
CONFIDENTIAL

# Focus Edumatics Private Limited

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## COMPENSATION AND BENEFITS

Name : N Shifa Anjum  
Designation : Online Tutor

Date Of Joining : 10-Nov-2021  
Location : Coimbatore Trichy Road

Salary Heads	Monthly	Yearly
<b>A. Monthly Earnings</b>		
Basic	9431	113172
House Rent Allowance	2843	34116
Statutory Bonus	787	9444
<b>Monthly Gross Earnings (A)</b>	<b>13061</b>	<b>156732</b>

### B. Monthly Deduction

EPF Employee Share	1132	13584
ESI Employee Share	98	1176
Professional Tax	208	2496
<b>Total Deductions ( B )</b>	<b>1438</b>	<b>17256</b>
<b>Net Salary ( A – B )</b>	<b>11623</b>	<b>139476</b>

### C. Statutory/Other Share of Employer

EPF Employer Share	1226	14712
ESI Employer Share	424	5088
Gratuity	289	3468
<b>Statutory Total (C)</b>	<b>1939</b>	<b>23268</b>
<b>Total CTC ( A + C )</b>	<b>15000</b>	<b>180000</b>

All Salary components are calculated on pro rata basis.

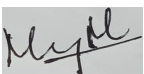
Payment of perquisites, allowances and reimbursements any other salary payments shall be subject to provisions of Income Tax, Professional Tax and any other statutory deductions as applicable in accordance with the laws prevailing from time to time. Professional Tax will vary from state to State as per the prescribed slab and will be deducted monthly in Karnataka & Panjab and where as in Tamil Nadu it is half yearly deduction.

The Employer Shares are invisible in the Payslip, as these are not a Directly Payable Components to the employees.

Women employee must use the Cab facility provided by the company unless, they have their own Car or come with their spouse who is also an employee of the company and also male employees who come on their own, will receive an additional Rs. 2000/- per month on prorata basis.

Employees are also covered with sum insured of INR 5,00,000 /- **under Group Personal Accident Policy from Star Health** and Allied Insurance Company Limited with Medical Expenses INR. 2,00,000 /-.

Gratuity is Payable to the employees who have completed 5 years of continuous Service on Payroll and is paid at the time of separation.

  
HR Signature

  
Employee Signature