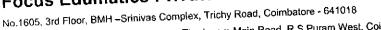
Focus Edumatics Private Limited



#978, Raj Chambers, 1st and 2nd Floor, Thadagam Main Road, R S Puram West, Coimbatore - 641002

No.4, DVP Towers, Kalapatti Main Road, Nehru Nagar West, Civil Aerodrome Post, Coimbatore - 641014



28 January 2022 Dear Vishal Singh

Sub: Letter of Appointment

We are pleased to confirm your offer for the position of Online Tutor with a start date from 28-Jan-2022 on the following terms and conditions:

Your total compensation will be Rs. 210000/ - (Two Lakh Ten Thousand Only) per annum on the Cost to the Company (CTC). A detailed breakdown of your CTC is set out in Annexure 1.

In addition, a one-time training stipend of Rs. 8000/- (Eight Thousand Only) will be paid to you along with your 2nd-month salary.

Your take-home salary may vary at the time of joining as well as during the course of your employment with us, depending on the revisions in the PF / ESI statutory regulations set by the State / Central Government from time to time. Your services are liable for transfer / deputation to any place in India /Abroad. In case of your transfer/ deputation, a separate letter of deputation will be issued.

By signing this document, you agree to be associated with the Company for a minimum period of 1 year from the Date of Joining. If you want to opt for an earlier separation for any reason, you can do so by paying a minimum of two-month gross salary drawn by you at the time of separation. After completion of your one year of service, if you want to opt for separation, you can do so by issuing a two-month notice to the Company.

You will be on probation for 6 months, after which you will receive a confirmation letter based on your performance. During the period of your probation, this contract can be terminated either by the company without any notice or by you with a one-month notice to the Company. The Company also reserves the right to extend the probation period.

During the period of your tenure with the company, you will not engage yourself in any other work or assignment or employment or act in any way detrimental to the interest of the company. You will not make any statement to the press or media or contribute article/s to the press or media without prior permission of the company.

Please produce the softcopies of your school leaving and degree certificates at the time of your joining for our verification. In case you are joining from another Company, please bring a copy of your service certificate and the relieving letter. The "Employment Agreement" of the company currently in force, and as amended from time to time, will govern you. You will sign a "Non-Solicitation and Confidentiality Agreement" and be bound by the same during the period of your employment with the company. Any disclosure of confidential information will be considered as a criminal breach of trust. You shall be entitled to leaves as per the Company policy. The Company at its discretion reserves the right to amend, abolish whole or part of this letter with / without assigning any reasons thereof.

The Company in due course will advise you to enroll yourself in NSR (National Skill Registry) and you are required to do so within the time frame provided for the purpose.

Kindly sign the copy of this letter and return it as token of your acceptance. We look forward to welcoming you into our family for a long, mutually beneficial and enriching experience.

Thank You,

Yours sincerely,

For Focus Edumatics Private Limited,

I have read the terms and conditions as per the Letter of Appointment issued to me and accept the same and have joined duty with entering the letter of Appointment issued to me and accept the same and have joined duty with entering the letter of Appointment issued to me and accept the same and have joined duty with entering the letter of Appointment issued to me and accept the same and have joined duty with entering the letter of Appointment issued to me and accept the same and have joined duty with entering the letter of Appointment issued to me and accept the same and have joined duty with entering the letter of Appointment issued to me and accept the same and have joined duty with entering the letter of Appointment issued to me and accept the same and have joined duty with entering the letter of Appointment issued to me and accept the same and letter is a 28-Jan-2022.

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Authorised Signatory

Name: Vishal Singh

Date: 28 January 2022

Place: Coimbatore Trichy Road

Employee Signature

Focus Edumatics Private Limited

No.1605, 3rd Floor, BMH –Srinivas Complex, Trichy Road, Coimbatore - 641018 #978, Raj Chambers, 1st and 2nd Floor, Thadagam Main Road, R S Puram West, Coimbatore - 641002 No.4, DVP Towers, Kalapatti Main Road, Nehru Nagar West, Civil Aerodrome Post, Coimbatore - 641014



EMPLOYMENT AGREEMENT

Agreement made on this day of 28-Jan-2022 by and between Focus Edumatics Private Limited., Coimbatore and Vishal Singh

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Term of Employment:</u> Subject to the provisions of Paragraphs 5 and 7 herein, the Company hereby agrees to employ the Employee and the Employee hereby agrees to be employed by the Company commencing on **28-Jan-2022**.
- 2. <u>Salary:</u> The Company shall pay Employee salary and benefits as per letter of appointment for the services of the Employee, payable at regular payroll periods.
- 3. <u>Employee Restrictions</u>: The employee shall not use office address as his personal address for communication by his credit card issuer or his bankers or his telephone/mobile phone service provider, insurance etc., or for his any other personal obligations/engagements/subscriptions or in any other manner whatsoever. The employee agrees to and thereby indemnifies the company for any costs incurred to protect itself from any claims or suits arising out of misuse/default of these terms and conditions in any manner.
- 4. <u>Duties and Position:</u> The Company hires the Employee in the capacity of "Online Tutor" and the Employee's duties may be reasonably modified at the Company's discretion from time to time and depending upon the performance of the employee.
- 5. Non Disclosure: The Employee acknowledges that the Company maintains and continues to maintain and use commercially valuable proprietary personal, financial, technical and non-technical information, which is vital to the success of the Company's business. The Company employs the Employee in a capacity in which he may become acquainted with such information and in order to guard the legitimate interest of the Company, it is necessary to protect such information by holding it secret and confidential. Therefore the Employee will at no time during the period of his employment with the Company or at any time thereafter, disclose or provide such information to any other individual, company or corporation. Any disclosure of confidential information will be considered, as criminal breach of trust and legal action will be taken accordingly.
- 6. Inventions: It is hereby, expressly agreed that any process or procedure or invention or software package /module/application/innovation developed or improved or modified in any way whatsoever, by the employee while being in employment with Focus Edumatics, shall always remain intellectual property of the company and the employee shall not claim any right on the same nor shall divulge or disclose the new findings or developments or modifications described above and shall be bound by the above terms in respect of such invention or development of any nature whatsoever. It is never the intention of the employee to claim any IPR or patents or trademarks for any work developed/invented or improvised/modified while in employment with Focus Edumatics.
- 7. Non-Solicitation: The employee acknowledges that other employees of the company are important for the business of the company and undertakes that during the employment and for a period of three years after the termination of employees employment with the company, he/she will not approach, influence, induce, suggest, tempt the other employees of the company to break away or leave their employment with the company for any reason whatsoever and 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.

8. <u>Term and security:</u> The Employee has agreed to work for a minimum term of 1 year from the date of commencement of this agreement. Should you quit the company or get terminated for breach of Company's Moral Code of Conduct before the lapse of 1 year term then the Employee shall compensate with 2 months of gross salary drawn.

OUTIS University

Focus Edumatics Private Limited



No.1605, 3rd Floor, BMH --Srinivas Complex, Trichy Road, Colmbatore - 641018 #978, Raj Chambers, 1st and 2nd Floor, Thadagam Main Road, R S Puram West, Coimbatore - 641002 No.4, DVP Towers, Kalapatti Main Road, Nehru Nagar West, Civil Aerodrome Post, Coimbatore - 641014

- 9. <u>Termination:</u>Upon termination of employment, the Employee will forthwith deliver to the company all literature, documents data, order forms, pricelists, memoranda, correspondence, customer and lists, records, parts, equipments, manuals, materials, samples, sales involces, cards, computer programs, records and information acquired of the company or coming to the knowledge and custody of the Employee in connection with the Employee's activities as an Employee of the Company. The appointment letter governs the condition of termination with and without causes.
- 10. Assistance in Litigation: The Employee shall, upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment.
- 11. Effect of Prior Agreements: This agreement supersedes any prior agreement between the Company or any predecessor of the Company and the Employee, except that this agreement shall not affect or operate to reduce any benefit or compensation inuring to the Employee of a kind elsewhere provided and not expressly provided in this agreement.
- 12. Limited Effect of Waiver by Company: The failure of the Company to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature.
- 13. Severability: If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect. If this agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior agreement between the Company (or any predecessor thereof) and the Employee shall be deemed reinstated as if this agreement had not been executed.
- 14. Benefits: This agreement shall be binding upon and inure to the benefit of the Company's successors and assignees.
- 15. Confidentiality Contract: The Confidentiality Contract attached hereto is incorporated by reference.
- 16. Entire Agreement: The foregoing agreement represents the entire agreement between the parties, and all representations, agreements, contracts and undertakings prior to or contemporaneous with the execution of this agreement are merged herein. This agreement may be modified, amended or extended only by an agreement in writing, signed by both parties, with the same formality as this agreement.

For Focus Edumatics Private Limited

I have read the preceding employment agreement, and the ramifications of this agreement have been fully explained to me and understood by me. I further agree, without reservations, to adhere to this agreement.

Mary

Authorised Signatory

Name: Vishal Singh

HR Signature

Date: 28 January 2022

Place: Colmbatore Trichy Road

Employee Signature