

**27 July 2020**

**Mr. Kumar Rohan**  
**kumar.rohan74@gmail.com**  
**Bangalore**  
**Karnataka, India**

**Dear Kumar Rohan,**

We are delighted to offer you employment with Focus Edumatics Private Limited as **Software Developer** in our **Software Consulting Department**.

This Employment Agreement sets out the particulars of the terms and conditions of employment between Focus Edumatics Private Limited at #31,4th Floor, Above A2B Restaurant Hebbal Outer Ring Road, Bhadrappa layout, Nagashettyhalli Bangalore-560094 (“Focus”) and **Mr. Kumar Rohan** 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 to and acceptance (both in writing and electronically where requested) of the attached Non-Solicitation and Confidentiality Agreement.
- c) Should Focus request it, a medical assessment and report satisfactory to Focus.
- d) 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.
- e) You providing Focus with satisfactory proof of any relevant qualifications, as may be requested by Focus;
- f) 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.
- g) 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;
- h) You having declared any action taken against you by a regulatory or professional body;
- i) 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).

- j) 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.

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, **Mr. Kumar Rohan** are employed by Focus as **Software Developer** in our **Software Consulting Department** with effect from **27 July 2020**. 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 **Software Developer** in our **Software Consulting Department**. 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's 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.

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. 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.

9. Salary

Your annual cost to company (CTC) will be **Rs. 4,80,000/- (Rupees Four Lakhs 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 7<sup>th</sup> 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.

10. 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.

11. 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.

12. Leave

You are entitled to leaves (Earned and Casual Leave) in accordance with the current leave policy of the Company.

13. 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.

**14.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.

**15.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, Focus reserves right to make a payment of basic salary in lieu of 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 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 your 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 at its discretion by accepting/paying basic salary (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

15.1. Frequent unauthorized Leaves.

15.2. fraud, bribery, or conviction of a felony or unlawful offense involving dishonesty or breach of trust;

15.3. dishonesty, embezzlement, larceny or misappropriation of Focus or client funds or property including but not limited to intellectual properties.

15.4. 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.

15.5. refusal to cooperate in any investigation deemed necessary by Focus.

15.6. falsification, alteration, forgery or destruction of any records, history, data, instrument, attendance information or any other corporate records.

15.7. removal of, damage to, or misuse of Focus' or any person's property.

15.8. improper or unauthorized use of funds, property, or services.

15.9. workplace violence or the commission of or threat to commit injury or damage against any person or his/her property.

15.10. sexual harassment, sexual assault, sexual abuse at workplace or any kind of actus reus against the PoSH Act 2013; and

15.11. 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.

15.12. 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' performance or conduct standards may result in disciplinary action up to and including termination.

16. 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.

17. 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:

- (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 any way 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.

18. 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 cases of misconduct, you may be dismissed without notice or pay in lieu of notice.

19. 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.



## 20. 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.

## 21. 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.

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.



22. 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.

23. 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 **Software Developer**.

24. 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.

25. 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 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 programmers. 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.

26. 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.

## 27. 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.

## 28. 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.

**29. 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.

**30. 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.

**31. 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.

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.

**32. Acknowledgment and Acceptance**

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 Pvt Ltd.,**

**C Sarpa (HR Manager)**

**Name: Mr. Kumar Rohan**

**Signature:**

**Signature:**

**Date: 27 July 2020  
Bangalore**