

Focus Edumatics Private Limited

No.31, 4th Floor, above A2B Restaurant, Hebbal Outer Ring Road, Bhadrappa Layout, Nagashettyhalli, Bangalore - 560094



INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made at Bengaluru on, 21 January 2022 between **M/s.Focus Edumatics Private Limited**, located at No.31, 4th Floor, above A2B Restaurant, Hebbal Outer Ring Road,,Bhadrappa Layout, Nagashettyhalli, Bangalore - 560094,,, hereinafter referred to as '**CUSTOMER**' and Mr.Souvik Patra aged about 24years residing at 87/BG 11, Cossipore Road, Cossipore H O, Cossipore, Kolkata, West Bengal, Kolkata, 700002 hereinafter referred to as a '**CONTRACTOR**'

In consideration of mutual covenants and agreements hereinafter set forth, the parties have agreed and by this presence do hereby agree as follows:

1. **Services:**Contractor agrees to provide services as a Home tutor in Online Tutoring.

The nature of service of the Contractor shall change based on the Customers requirement, and the same shall be informed by the respective Reporting Manager. If the change in the nature of job demands higher compensation the same shall be abridged to writing and accepted by both parties.

2. **Term:**This agreement shall be enforced as of the year and date first above written and effective till terminated by either party. Both the parties agree upon closing the contract. In case, the Customer is contented with the Work Performance of the Contractor the Customer shall therein retain the Contractor as an Employee on mutual agreement.

3. **Nondisclosure and Trade Secrets:**During the term of this Agreement and in the course of Contractor's performance hereunder, Contractor may receive and otherwise be exposed to confidential and proprietary information relating to Customer business practices, strategies and technologies. Confidential and Proprietary," or equivalent, Customer marketing and customer support strategies, Customer financial information, including sales, costs, profits and pricing methods, Customer internal organization, employees' information and customer lists, Customer technology, including discoveries, inventions, research and development efforts, processes, hardware/software design and maintenance tools, samples, media and/or cell lines (and procedures and formulations for producing any such samples, media and/or cell lines), formulas, methods, product know how and show how, and all derivatives, improvements and enhancements to any of the above which are created or developed by Contractor under this Agreement and information of third parties as to which Customer has an obligation of confidentiality (collectively referred to as "Information").

Contractor acknowledges the confidential and secret character of the Information, and agrees that the

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agrees not to reproduce any of the Information without the applicable prior written consent of Customer, not to use the Information except in the performance of this Agreement, and not to disclose all or any part of the Information in any form to any third party, either during or after the term of this Agreement. Upon termination of this Agreement for any reason, including expiration of term, Contractor agrees to cease using and to return to Customer all whole and partial copies and derivatives of the Information, whether in Contractor's possession or under Contractor's direct or indirect control.

This Section 3 shall survive the termination of this Agreement for any reason, including expiration of term.

4. **Ownership of Work Product:** Contractor agrees that any and all ideas, improvements, inventions and works of authorship conceived, written, created or first reduced to practice in the performance of work under this Agreement shall be the sole and exclusive property of Customer and hereby assigns to Customer all its right, title and interest in and to any and all such ideas, improvements, inventions and works of authorship.

5. **Payments:** The payments to the Independent Contractor will be as agreed by the mutual parties which is mentioned at the end of this document.

Note : You shall be subject to the statutory TDS deduction at the time of payment. The payment shall be made on or before 10th of every successive month for the services rendered in the preceding month.

6. **Work Hours:** The business of the Customer has diverse requirements. The Contractor shall be informed about his variable working hours by the Reporting Manager based on business exigencies.

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

7. **Confidentiality:** Contractor shall protect the confidentiality of all Client and Employee information in his/her possession and shall maintain a system for assuring the safe receipt and delivery of such information.

8. **Independent Contract:** Contractor is an independent contractor and is not an agent or employee of Customer and is not authorized to act on behalf of Customer. Contractor shall not subcontract any of his/her duties or obligations under this Agreement to any other party without the prior written consent of the Customer. Contractor shall not be eligible for any employee/statutory benefits.

9. **Performance and Communication:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to Customer's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Agreement. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner. Contractor shall complete the work in the time assigned and not seek any additional or extension in time without prior notice to the customer.

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Contractor must give 3 days' notice to the Reporting Manager, if he/she is unable to attend the work assigned on a given day, so as to let the Customer make alternate arrangements for the same.

10. **Amendment:** This agreement may be modified, amended, or extended only by an agreement in writing, signed and accepted by both the parties.
11. **Indemnification and Relief:** Contractor agrees to take all necessary precautions to prevent injury to any persons (including employees of Customer) or damage to property (including Customer property) during the term of this Agreement and shall indemnify and hold harmless Customer and its officers, agents, directors and employees against any claim, loss, judgment, expense (including reasonable attorneys' and expert witnesses' fees and costs) and injury to person or property (including death) resulting in any way from any act, omission or negligence on the part of Contractor in the performance or failure to perform the scope of work under this Agreement, excepting only those losses which are due solely and directly to Customer's gross negligence.
Each party hereto agrees to indemnify, defend and save harmless the other party, its officers', agents, and Contractor from any and all claims and losses by any third party against the other party caused by the former party's sole negligence or wrongful acts or omissions.
12. **Trade Secrets:** CONTRACTOR acknowledges that the CUSTOMER's operations contain certain trade secrets and other confidential information. CONTRACTOR agrees that they will maintain, in confidence, all trade secrets and confidential information provided by CUSTOMER to CONTRACTOR.
13. **Non-Circumvention:** The Contractor shall not at any time prior to the expiration of three (3) years from the date of this Agreement, without the prior written consent of the Customer which consent the Customer may withhold in its sole discretion, (a) attempt in any manner to deal directly or indirectly with the contact persons or other individuals or companies related to the Business Opportunity including any part of or deriving any benefit from the Business Opportunity or any aspect thereof, or (b) by-pass, compete, avoid, circumvent, or attempt to circumvent the Customer relative to Business Opportunity by utilizing any of the Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.
14. **Governing Law and Jurisdiction:** This Agreement is governed and construed in accordance with Indian laws. The courts at Bengaluru shall have the exclusive jurisdiction over all disputes or claims between Customer and Contractor under this Agreement. Any dispute, controversy or claim arising out of or in connection with the 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 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 Agreement but without invalidating any of the remaining provisions of this Agreement.

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15. **Entire agreement:** The foregoing agreements represents the entire agreement between the parties and all the representations, agreements, covenants and undertakings prior to or contemporaneous with the execution of this agreement are merged herein.
16. **Severability:** If any of the provisions of this agreement is held to be invalid or unenforceable, all other provisions have nevertheless continued in full force and effect.
17. **Benefit:** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, assignees, successors and legal representatives.
18. **Notice and Termination:** Both the parties acknowledge and accept that the agreement shall be valid till the date above mentioned. Should require, both the parties have the right to terminate this agreement prematurely and without any notice.
19. **Notices:** Communication addresses of the parties to this agreement are mentioned above herein.

IN WITNESS WHEREOF, the parties have executed on the day and year first above written:

Contractor

Customer

For Focus Edumatics Private Limited

Focus Edumatics Private Limited

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PAYMENT TERMS

Customer will be paying a variable compensation during the defined working online hours i.e., Rs. 150/- (One Hundred And Fifty Only) Hour (prorate) as variable compensation.

Conditions

Your Contract and payment is conditional upon:

- Your agreement to and acceptance to the terms and conditions of this Contractor Agreement and all Annexures;
- Your acceptance to the condition that training sessions do not earn you compensation.
- Your acceptance to the condition of varied working hours based on business exigencies;
- Your acceptance to provide original copy of Educational qualification documents to have on file.
- Your acceptance to complete fingerprinting process by visiting one of our nearest offices, which shall be communicated by the Reporting Manager.
- Your co-ordination with BGV team in conducting educational, address and criminal verification.
- Your acceptance to visit the nearest branch if required for a meeting.

For Focus Edumatics Private Limited

C Sarpa

Contractor Name

Focus Edumatics Private Limited

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NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT AND CONFIDENTIALITY AGREEMENT ("Agreement") is made as of this 21 January 2022 ("Effective Date") by and between Focus Edumatics Private Limited, having a place of business at No.31, 4th Floor, above A2B Restaurant, Hebbal Outer Ring Road, Bhadrappa Layout, Nagashettyhalli, Bangalore - 560094 ("Disclosing Party / Company"), and Souvik Patra ("Receiving Party") for the purpose of preventing an unauthorized disclosure of Confidential Information as defined below. The parties hereby agree to enter into a confidential relationship in relation to the disclosure of certain confidential information ("Confidential Information").

I, Souvik Patra (Receiving Party), do hereby set forth the following intentions while working with Disclosing Party as detailed below

a. For the purpose of working with Disclosing Party, Receiving Party wishes to receive information that Disclosing Party wants to keep confidential relating to Disclosing Party's business plan, financial matters, and products and / or services currently under development; and

b. Company, in order to permit Receiving Party to make such a determination, wishes to disclose to Receiving Party to certain confidential information of the Company.

NOW, THEREFORE, in consideration of the above recitals, the covenants hereinafter contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the undersigned hereby agree as follows:

1. Receiving Party's Obligations. Receiving Party agrees to (i) to hold all of the Confidential Information of the Company in strict confidence, (ii) not to make use of any Confidential Information of the Company in any manner other than for purposes of working for the Company, including, but not limited to, not using any Confidential Information to design, develop or produce products or services, and (iii) not to copy the Confidential Information of the Company, in each instance without the prior written consent of the Company. As used in this Agreement, "Confidential Information" means and includes all information, whether verbal or written, disclosed by the Company to Receiving Party and relating to the Company's business plans, strategies, financial information, research and development and marketing, including, without limitation, trade secrets, software, product design information, client, customer, vendor and Receiving Party lists, prices and pricing policies not otherwise published, research and development materials, prototypes, business plans, new products and services under development, and marketing, business and Internet strategies.

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Confidential Information does not include information which is (a) known by Receiving Party at the time of receipt from the Company, (b) approved in writing for release from this provision by the Company, (c) now or which hereafter becomes part of the public domain through no action or omission of Receiving Party, (d) independently developed by Receiving Party without the use of Confidential Information, and/or (e) acquired by Receiving Party from a third party without restriction on use or disclosure and without breach by such third party of an obligation foregoing exceptions exists in the event a dispute arises between the Parties as to Receiving Party's breach of this Section.

2. Property Rights. Company retains all of its intellectual property rights in and to its Confidential Information. Immediately upon a written request by Company at any time, Receiving Party will turn over to Company all Confidential Information of Company and all documents or media containing any Confidential Information of Company and any and all copies or extracts thereof.

3. Actions Not Required. Receiving Party understands that nothing herein (a) requires the disclosure of any Confidential Information of Company, which shall be disclosed, if at all, solely at the option of Company or (b) requires Company or Receiving Party to proceed with any proposed transaction or relationship in connection with which Confidential Information of Company may be disclosed.

4. No License Granted. Neither the execution and delivery of this Agreement nor the furnishing of any Confidential Information of Company by Company shall be construed as granting to Receiving Party either expressly, by implication, estoppel or otherwise, any license under any invention, patent, trademark, or copyright now or hereafter owned or controlled by Company.

5. No Adequate Remedy at Law. Receiving Party acknowledges and agrees that due to the unique nature of the Confidential Information of Company, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Receiving Party or third parties to unfairly compete with Company resulting in irreparable harm to Company, and, therefore, that upon any such breach or any threat thereof, Company shall be entitled to (a) specific performance and other injunctive relief without the necessity of posting a bond, in addition to whatever remedies it might have at law, and (b) be indemnified by Receiving Party from any loss or harm, including, without limitation, attorney's fees, in connection with any breach or enforcement of Receiving Party's obligations hereunder or the unauthorized use or release of any such Confidential Information of Company.

Receiving Party shall notify Company in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware. Receiving Party shall notify Company in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware. Violation of this agreement by the Receiving Party will entitle the Company to an injunction to prevent such competition or disclosure, and will entitle the Company to other legal remedies, including attorney's fees and costs.

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6. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Karnataka without regard to the conflict of law provisions of such state. This Agreement shall be binding upon the successors and assigns of the respective parties.

7. Disclosure Under Court Order. Receiving Party may make disclosures required by court order if Receiving Party(a) uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and (b) promptly provides notice to Company of and allows Company to participate in the proceeding.

8. Return or Destruction of Confidential Information. At any time during or after the term of this Agreement, at the Disclosing Party's written request, the Receiving Party and its Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition, the Receiving Party shall also destroy all copies of any Notes created by the Receiving Party or its Representatives and certify in writing to the Disclosing Party that such copies have been destroyed.

9. Notice. All notices or requests required or contemplated by this Agreement shall be in writing and (a) if from Company to Receiving Party, shall be hand - delivered or mailed to 87/BG 11, Cossipore Road, Cossipore H O, Cossipore, Kolkata, West Bengal, Kolkata, 700002, or such other address as Receiving Party shall specify in written notice to Company, or (b) if from Receiving Party to Company, shall be hand - delivered or mailed to No.31, 4th Floor, above A2B Restaurant, Hebbal Outer Ring Road, Bhadrappa Layout, Nagashettyhalli, Bangalore - 560094, or such other address as Company shall specify in written notice to Receiving Party. Requests or notices given by personal delivery shall be deemed given and received at the time of delivery and requests or notices given by mail shall be deemed given and received the earlier of three days from the date of mailing or upon receipt.

10. General Provisions. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. Accordingly, no course of conduct shall constitute an amendment or modification of this Agreement. No waiver of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver. All waivers shall be strictly construed.

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11. No Warranty. COMPANY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES RELATING TO THE CONFIDENTIAL INFORMATION INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR THAT ANY PARTICULAR INFORMATION IS IN FACT CONFIDENTIAL.

12. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

13. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. Electronic Signatures. This Agreement and related documents entered into in connection with this Agreement are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

16. Assignment. Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning Party of any of its obligations hereunder. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

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17. Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

IN WITNESS WHEREOF, the parties hereto have duly executed and have caused this Agreement duly to be executed and delivered as of the Effective Date.

Agreed To: "Disclosing Party"

C Sarpa

Authorized Signature

Agreed To: "Receiving Party"

Authorized Signature

FOCUS EDUMATICS
CONFIDENTIAL