

## CONSULTANCY SERVICES AGREEMENT

This Consultancy Services Agreement (hereinafter referred to as the "**Agreement**") is made and executed on this 19 day of February, 2024 (hereinafter, the "**Effective Date**").

### BY AND BETWEEN

Focus Edumatics Private Limited, a company duly incorporated under the laws of India and having its registered office at #31, 4th Floor, Above A2B Restaurant, Hebbal Outer Ring Road, Bhadrappa Layout, Nagashettyhalli, Bengaluru – 560 094, Karnataka, (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns), of the First Part;

### AND

Pushpraj, an individual, resident of S/O Rajiv Rajan Sharma, Srinagar, Siwan, Bihar 841226 (hereinafter referred to as the "**Consultant**" which expression shall where the context so requires be deemed to include his heirs, successors, executors and permitted assigns) of the Second Part.

The party of First Part and the Second Part are individually referred to as "**Party**" and collectively referred to as "**Parties**".

### WHEREAS

- A. The Company *inter alia* is in the business of online education technology and services ("**Business**").
- B. The Consultant and has the necessary expertise and experience as required by the Company. The Company has represented that it requires the Consultant to provide specific Services (defined below) to the Company. The Consultant has represented to the Company that he has the adequate experience and expertise to undertake and render the Services.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by the Company and the Consultant as follows:

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires, the following words and expressions shall bear the meanings ascribed to them below:

- 1.1.1. "**Affiliate(s)**" shall mean a person which, directly or indirectly, controls, is controlled by, or is under common control with the Company. For this purpose, control means the power to direct the management or policies of a person, whether through ownership of more than 50% (fifty percent) of the voting power of such body

corporate, or through the power to appoint more than one-half of the members of the board of directors;

- 1.1.2. **“Applicable Law”** shall mean all laws, legislations, guidelines, ordinances, statutes, rules, orders, decrees, injunctions, licences, permits, approvals, authorisations, consents, waivers, privileges, agreements and regulations of any governmental authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time-to-time hereafter;
- 1.1.3. **“Confidential Information”** shall mean any trade secret or other information which is confidential or commercially sensitive and which is not in the public domain (other than through the wrongful disclosure by the Consultant) and which belongs to the Company or its Affiliates (whether stored or recorded in documentary or electronic form) and which (without limitation) relates to the Business, business methods, management systems, marketing plans, strategic plans, finances, new or maturing business opportunities, marketing activities, processes, inventions, source code, computational logic, technology architecture and configuration, designs of the Company or its Affiliates, or to which any of the Affiliates or Company owes a duty of confidentiality to any third party;
- 1.1.4. **“Developments”** shall mean all innovations, inventions, discoveries, developments, improvements, works of authorship and computer programs and related documentation that are made, conceived of or first reduced to practise by the Consultant, either solely or jointly with others during the Term as a result of tasks assigned to the Consultant by the Company, or from the use of premises or property owned, leased or contracted for by the Company;
- 1.1.5. **“Engagement Date”** shall have the meaning ascribed to it under Clause 2.1 below;
- 1.1.6. **“Fee”** shall have the meaning ascribed to it under Clause 3.2 below;
- 1.1.7. **“Intellectual Property”** shall mean and include ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, whether or not copyrightable or patentable, or any written or verbal instructions or comments.;
- 1.1.8. **“Property”** includes, but is not limited to the:
  - 1.1.8.1. internal memoranda, computer equipment (including software), training materials, books, and all other like property, including all copies, duplications, replications, and derivatives of such property which embody Confidential Information and Intellectual Property rights or any other information concerning the business of the Company, whether such documents have been prepared by the Company or any other person;
  - 1.1.8.2. blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other

printed, typewritten or handwritten documents, sample products, prototypes and models;

1.1.8.3. any residential accommodation, automobile, furniture, fixtures, fittings and furnishings, communication equipment, automobile and all other items; and

1.1.8.4. any tangible expression of Confidential Information, including, without limitation, photographs, plans, notes, renderings, journals, notebooks, computer programs and samples relating thereto; and

1.1.9. **"Services"** shall have the meaning ascribed to it under Clause 2.1 of this Agreement.

1.2. References to clauses and annexures are unless otherwise stated to clauses of and annexures to this Agreement.

1.3. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4. A reference to one gender includes a reference to the other gender.

1.5. The annexure to this Agreement forms a part of (and is incorporated into) this Agreement.

## **2. ENGAGEMENT**

2.1. The Consultant shall be engaged by the Company to provide the services as set out in **Annexure A** hereto ("**Services**") with effect from **19 February, 2024** ("**Engagement Date**") up to **19 August, 2024** ("**Term**").

2.2. The Consultant will be required to provide Services to the Company for 8.5 hours every day from 19 February, 2024 am to 19 August, 2024 p.m. from Monday to Friday. The Consultant acknowledges and agrees that the Fees (as mentioned in Clause 3.2) agreed under this Agreement is proportionate to the work required to be performed by the Consultant and that he will not raise any claims in this regard during the Term or thereafter.

2.3. The Consultant's relationship with the Company is and will be considered to be that of an independent contractor for all purposes and not that of an employee. Nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint ventures for any purpose whatsoever throughout the Term of this Agreement and any extension thereof.

2.4. The Consultant shall not be eligible for or entitled to nor have any claim against the Company for any of the benefits which are extended to employees. The fees paid to the Consultant is only a consultation fee commensurate to the Services rendered by the Consultant and it is not salary/pay.

2.5. The Consultant shall perform all the Services personally and shall not be entitled to assign any of the Services, in part or wholly, to any other independent contractor, consultant, sub-consultants, agents etc.

2.6. Consultant will have no right or authority to enter into contracts that bind the Company or assume or create obligations of any kind, express or implied on the part of the Company nor to accept service of any legal process of any kind addressed to or intended for the Company nor to bind the Company in any respect whatsoever without the prior written authorization of the Company, unless specifically authorised in writing from time to time.

2.7. The Consultant hereby expressly agrees that in lieu of the Fee that is paid by the Company, the Company shall have the right during the Term to transfer, assign and/or depute the

Consultant to any other office of the Company, its Affiliates or third parties, either in India or overseas.

### 3. FEES

- 3.1. In consideration for rendering the Services and complying with the provisions of this Agreement, the Company agrees to pay the Consultant the Fee in the manner specified in this Clause.
- 3.2. The Consultant will be paid a monthly gross fee of **INR 25,000.00 ("Fee")** which shall be inclusive of all applicable taxes. The Fee shall be divided and paid in equal monthly instalments to the Consultant. Any increase in any rates of existing taxes or the levy of any new or additional taxes under Applicable Law shall not entail any change in the Fee specified in this Agreement. All payments shall be subject to applicable statutory tax withholdings.
- 3.3. The Consultant shall raise a monthly invoice based on the activities undertaken by the Consultant during the month, in the manner acceptable to the Company. Each invoice shall be raised in arrears by the 7<sup>th</sup> (seventh) day of the following month. The Consultant shall submit satisfactory documentation, including details of the activities undertaken by him and such other documents as may be indicated by the Company along with every invoice.
- 3.4. The Company shall have the discretion to deduct such amounts, as it deems fit, from the Fee payable to the Consultant, in the event that the Consultant fails to perform or adequately perform any of the Services.
- 3.5. The Company shall not be liable to reimburse the Consultant with respect to any out-of-pocket expenses incurred by the Consultant for rendering the Services, except as may be agreed between the Parties in writing. Such expenses will be reimbursed on actuals, subject to production of documentary evidence to the satisfaction of the Company. Any additional expenses shall require the prior written consent of the Company.

### 4. REPRESENTATIONS AND WARRANTIES

- 4.1. By accepting this engagement, the Consultant represents and warrants that:
  - 4.1.1. the Consultant has the right to enter into this engagement and provide the Services without violating the terms or provisions of any other agreement or contract to which the Consultant is a party;
  - 4.1.2. the Consultant has the legal right, full power, capacity and authority to execute this Agreement and provide the Services detailed herein;
  - 4.1.3. the Consultant shall render the Services in accordance with the terms of this Agreement by utilising the best of the Consultant's professional capabilities and by exercising all due skill, care and diligence to ensure that the Services are devoid of any deficiency and are in accordance with best industry practises and standards;
  - 4.1.4. the Consultant shall comply with all Applicable Law, including the laws of India, to provide the Services and perform the Consultant's obligations under this Agreement;
  - 4.1.5. the methods adopted for rendering the Services shall not infringe the intellectual property rights of any third parties;
  - 4.1.6. the Consultant is not an employee of the Company for any purpose and that the Consultant shall not exercise any rights or seek or be entitled to any benefit accruing to the regular employees of the Company;
  - 4.1.7. all information regarding any previous employment/ engagement, personal data, educational qualifications, etc. submitted to the Company are true and correct;

- 4.1.8. the Consultant has not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime, or named in other proceeding or governmental investigation pending or, to the best of the Consultant's knowledge, threatened against the Consultant;
- 4.1.9. the Consultant has not been the subject of any adverse court judgement which threatens the Consultant's solvency or substantially compromises the Consultant's financial security; and
- 4.1.10. that the Consultant has all the necessary qualifications, licences, permissions, consents, approvals, qualifications, and memberships required of the Consultant to perform the duties under this Agreement and has a valid visa and/or work permit as required under Applicable Law to fulfil the Consultant's obligations under this Agreement.

## **5. CONFIDENTIALITY**

- 5.1. The Consultant acknowledges that during the Term, the Consultant will have access to Confidential Information. The Consultant, therefore, agrees to accept the restrictions in this Clause 5.
- 5.2. The Consultant shall not (except in the proper course of her duties) either during the Term or at any time, thereafter, use for the Consultant's own purposes or disclose to any person, firm or company any Confidential Information and use best efforts, to prevent the publication or disclosure of any Confidential Information.
- 5.3. The Consultant shall immediately inform the Company if the Consultant becomes aware of the possession, use or knowledge of any of the Confidential Information by any person not authorised to possess, use or have knowledge of the Confidential Information, whether during or after the Term and shall at the Company's request provide such reasonable assistance as is required to deal with such event.
- 5.4. Subject to the terms of this Agreement, the obligation to keep the Confidential Information confidential shall survive and subsist in perpetuity from the date of each disclosure of Confidential Information by the Company.
- 5.5. Nothing in this Clause shall prevent the Consultant from disclosing Confidential Information where it is required to be disclosed by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by Applicable Law, after providing sufficient notice to the Company of the required disclosure and providing necessary assistance to secure a protective order against such disclosure.
- 5.6. Failure by the Consultant to comply with this Clause shall constitute a breach of the Agreement entitling the Company to terminate the Agreement immediately.
- 5.7. All documents and records furnished by the Company to the Consultant and any record of Confidential Information in whatever form shall on termination of this Agreement for whatever reason be returned to the Company or, if so instructed by the Company, be destroyed. No copy of such Confidential Information shall be made or retained by the Consultant.
- 5.8. The Consultant is prohibited from making or causing to be made any disparaging, denigrating, derogatory or other negative, misleading, and/or false statements about the

Company or its business, either orally or in writing, in any form of content (video, text, image, audio, etc.) on any medium including, but not limited to, social media platforms.

## **6. NON-SOLICITATION AND NON-COMPETE**

- 6.1. The Consultant hereby agrees and undertakes that during the Term and for a period of 12 (twelve) months following the date of his termination, for any reason whatsoever, he shall not directly or indirectly be interested in, engage in, be concerned with, or provide services or trade in goods, whether solely or with others, whether as an executive, officer, director, agent, partner, consultant, member of any Company or other commercial enterprise or otherwise, to or with any competitor, client of the Company and/or its Affiliates or any organisation where the Consultant has been taken or sent for training, deputation or secondment or professional work by the Company.
- 6.2. The Consultant hereby agrees and undertakes that during the Term and for a period of 12 (twelve) months from the date of his termination, the Consultant shall not, directly or indirectly, either as an individual on his own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function): (a) seek, canvas, solicit or accept or provide from or to any person who is a Client, any services or business of the type offered by the Company and/or its Affiliates; or (b) seek to persuade any Client or prospective Client not to conduct or renew any services or business with the Company and/or its Affiliates, or to terminate such business. For a period of 12 (twelve) months from the date of his termination, the Consultant shall not employ, or seek to employ, solicit or entice away, or encourage anyone else to do so, from the Company and its Affiliates, any employee, who is currently employed or was employed by the Company and/or its Affiliates prior to such solicitation (whether or not such person is a full-time employee).
- 6.3. Any contravention of Clauses 6.1 and 6.2 shall be a material breach of this Agreement.
- 6.4. The Consultant hereby agrees and undertakes that the Consultant shall not engage in any outside commercial activity during the Term which is in direct competition with the business of the Company.
- 6.5. The Consultant agrees and acknowledges that the Fees paid to the Consultant under this Agreement is sufficient consideration for the undertakings set out in Clause 6 and for the performance of his duties and obligations under this Agreement. The Consultant also acknowledges and understands that the limitations as to time and the limitations of the character or nature placed in this Clause 6 are reasonable and fair and will not preclude the Consultant from earning a livelihood, nor will they unreasonably impose limitations on the Consultant's ability to earn a living. In addition, the Consultant agrees and acknowledges that the potential harm to the Company of the non-enforcement of this Clause 6 outweighs any potential harm to the Consultant by this Agreement. The Consultant agrees and acknowledges that he has given careful consideration to the restraints imposed upon him by this Agreement, and is in full accord as to their necessity for the reasonable and proper protection of Confidential Information and Intellectual Property of the Company now existing or to be developed in the future.

## **7. INTELLECTUAL PROPERTY**

- 7.1. The Consultant agrees that all Developments and any and all Intellectual Property developed by the Consultant (alone or with others) during the Term, whether as part of the Services or otherwise, shall automatically and irrevocably be transferred to the Company from the date of creation and will be the sole and exclusive property of the Company. The Consultant shall promptly inform the Company about all such activities, whether carried out under this

Agreement or otherwise, including but not limited to related areas and findings therefrom as well as any Developments. Any such Development and Intellectual Property shall be presumed to have been developed during the period of the Consultant's engagement with the Company and within the scope of the Consultant's Services. Further, the Consultant shall have no claim for additional compensation for any rights to such Developments or Intellectual Property;

- 7.2. The Consultant hereby irrevocably, absolutely and perpetually assigns to the Company worldwide rights in respect of any and all of the Consultant's right, title, and interest, including Intellectual Property, in and to the Developments developed by the Consultant, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term without further compensation. Further, the Consultant hereby waives any right to and agrees to refrain from raising any objection or claims pursuant to Section 19(4) of the Copyright Act, 1957. In the event any of the Developments or the Intellectual Property rights contains a development or Intellectual Property rights owned by the Consultant, or in which the Consultant has an interest ("Prior Development"), the Consultant hereby grants a non-exclusive, royalty-free, irrevocable, perpetual, worldwide licence to the Company to use and modify such Prior Development for the limited purpose of exercising the Company's full ownership rights over the Developments and the Intellectual Property. The Consultant hereby agrees to waive any right to and refrain from raising any objection or claims pursuant to Section 30-A of the Copyright Act, 1957 in relation to grant of such licence;
- 7.3. The Consultant will, upon the Company's request, execute and promptly deliver to the Company such instruments (including executed assignments) and do such other acts as may be requested or deemed necessary or desirable by the Company to confirm the Company's ownership of all Intellectual Property rights and/or to protect the Company's worldwide rights with respect to any Developments and/or Intellectual Property rights, and shall, at the Company's expense, provide all the reasonable assistance in the application, preparation, filing, prosecution and maintenance of any protections relating to such property, or such other actions as may be required to perfect the Company's interest in such Intellectual Property rights. It is understood that the Consultant will take such action whenever the Company shall make such request whether during the Term or after the Term; and
- 7.4. The Consultant shall not use the trademarks, brand names, logos, copyrights or any other Intellectual Property rights belonging to the Company for any reason whatsoever without the prior written consent of the Company.

## **8. INDEMNITY**

- 8.1. Upon payment of the Fees in accordance with Clause 3, the Company shall stand discharged of all liabilities or obligations that it may have otherwise had towards the Consultant. In the event of any breach by the Consultant of any representation, warranty, obligations, or agreement made or given by it, including in this Agreement, the Consultant undertakes to indemnify and hold harmless the Company, its Affiliates, its subsidiaries, promoters, directors, officers, employees, agents and representatives to the extent of (a) any and all damages suffered or incurred by the them in relation to such breach of representation or warranty, covenant or obligation; and/or (b) any tax, penalty or interest that may be levied or assessed as a result of the delay or failure by the Consultant to pay any tax on the Services rendered pursuant to this Agreement or to file any return or information required under any Applicable Law.

## **9. LIMITATION OF LIABILITY**

- 9.1. Notwithstanding anything contained in this Agreement, the Company shall not be liable to the Consultant or any other person or entity for any indirect, special, incidental, consequential, punitive or exemplary damages arising out of or in connection with this Agreement. In no event shall the Company's total liability under this Agreement exceed the Fee payable under this Agreement.

## **10. COMPANY PROPERTIES**

- 10.1. The Consultant will always maintain in good condition any Company property which may be given to him for official use during the Term.
- 10.2. The Consultant agrees to return to the Company immediately upon completion of or early termination of the Term, all the Company's Property of every nature, kind and description whatsoever (including, without limitation, any computer hardware or software, peripherals and databases) and all documents or record containing Confidential Information, and all copies thereof.

## **11. TERMINATION**

- 11.1. Unless extended in writing by the Consultant and the Company, this engagement shall terminate automatically upon the expiry of the Term.
- 11.2. If the Consultant fails to perform his obligations under this Agreement, then the Company may (but shall not be obliged to) issue notice of such default to the Consultant. If such default is not remedied within 7 days of the issuance of the notice, then the Company shall be entitled to terminate this Agreement forthwith. Further, the Company reserves the right to terminate this Agreement at any time with immediate effect for any breach of the terms of the Agreement by the Consultant.
- 11.3. The Company shall have the right to terminate this Agreement for any reason by giving the Consultant prior written notice of 30 (thirty) days.
- 11.4. The Consultant shall have the right to terminate this Agreement for any reason by giving the Company prior notice of 30 (thirty) days, which the Company may at its sole discretion waive entirely or in any part thereof.

## **12. CONSEQUENCES OF TERMINATION**

- 12.1. Following service of a notice terminating this Agreement, but prior to the effective date of such termination, each Party shall continue to abide by the terms and conditions of this Agreement in effect at such time and comply fully with its obligations hereunder and it shall not in any way hinder or interrupt the performance of Services during any period between the date of service of a termination notice and the date of actual termination. In addition, the Consultant shall immediately afford the Company access to and copies of all records, data and information relating to the provision of Services in any electronic format as may be requested by the Company. The Consultant shall fully cooperate (at his expense) with the Company to guarantee a smooth transition of the provision of Services to the Company or an alternate third party.
- 12.2. Upon termination of this Agreement for whatsoever reason and in addition to termination obligations specified elsewhere in this Agreement:
  - 12.2.1. the Consultant shall render an invoice in respect of any Services performed since the date of the last invoice;



- 12.2.2. the Company shall pay the undisputed amounts of such invoice subject to statutory and other applicable deductions; and
- 12.2.3. if the Consultant is rendering Services at the Company premises, the Consultant shall vacate the Company's premises and shall remove all its equipment without in any manner hindering the business operations of the Company and/or without destroying/damaging the Company Property,
- 12.3. Termination shall be without prejudice to any rights or remedies that the Company may have against the Consultant in respect of any breach of the terms of this Agreement.

### 13. GOVERNING LAWS/JURISDICTION

- 13.1. This Agreement shall be governed by and construed in all aspects in accordance with the laws of India.
- 13.2. The parties to this Agreement submit to the exclusive jurisdiction of courts at Bangalore, Karnataka, and the Consultant hereby acknowledges that courts constitute a convenient forum.

### 14. NOTICES

- 14.1. All notices or proceedings in connection with this Agreement shall be given in writing and may be served personally, by registered post or by courier at the following address:

14.1.1. **If to the Company**

Address #31, 4th Floor, Above A2B Restaurant,  
Hebbal Outer Ring Road, Bhadrappa Layout,  
Nagashettyhalli, Bengaluru – 560 094, Karnataka  
Email Paritha.Kanaiya@focusedumatics.com  
Attention Paritha Kanaiya, HR Senior Manager

14.1.2. **If to the Consultant:**

Address S/O Rajiv Rajan Sharma, Srinagar, Siwan, Bihar 841226  
Telephone 7518262466  
Email pushpraj0508@gmail.com

The date of receipt of such notice or request, consent or approval shall in the case of personal delivery deemed to be the date of delivery and in the case of registered post/courier, be deemed to be 10 business days following the date on which it was delivered into the custody of the post office/courier corporation.

### 15. MISCELLANEOUS

- 15.1. **Severability:** If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. In such case, the Parties shall, in good faith, consult with each other and adopt new provisions that will to the greatest extent permitted by law, place the Parties in the same economic position that they

would have been in had the invalid part of the Agreement continued in effect and those portions of this Agreement that have not been declared invalid or unenforceable shall remain in full force and effect.

15.2. **Data Protection and Privacy:** The Company may in connection with the Employee's employment receive personal data relating to the Employee or third parties associated with the Employee (such as spouse or children). Such data may be received directly from the Employee or from other sources and some personal data may be recorded directly or indirectly by internal security and technology systems (such as CCTV cameras and software applications installed at Employee's devices for employment purposes) or by other means. The Company may process such data for relevant and limited purposes. By signing the agreement, the Employee hereby expressly consents to the following:

- 15.2.1. the processing of the Employee's personal data by the Company or such third-party appointed by the Company;
- 15.2.2. the collection and processing of sensitive personal data or information (as defined under applicable laws) about the Employee for limited purposes;
- 15.2.3. the transfer worldwide of personal data held about the Employee by the Company to other employees and offices of the Company's worldwide organisation and to third parties (including third party online service providers engaged by The Company or any of its affiliates that may store or process such personal data outside of India) where disclosure to such third parties is required in the normal course of business or by law; and use of the Employee's personal images and voices in marketing material, videos, etc.; and
- 15.2.4. treating any personal data to which the Employee has access in the course of his employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to the Employee.

Employee acknowledges that he/she has no reasonable expectation of privacy in any computer, technology system, email, handheld device, telephone, or documents that are used to conduct the business of the Company. Company has the right to audit and search all such items and systems, without further notice to you, to ensure that the Company is licensed to use the software on your devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. The Employee understands that the Employee is not permitted to add any unlicensed, unauthorised, or non-compliant applications to the Company's technology systems and that the Employee shall refrain from copying unlicensed software onto your technology systems or using non-licensed software or websites. The Employee understands that it is his/her responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which the Employee will have access in connection with the Company's employment.

- 15.3. **Entire agreement:** This Agreement, hereto and the other documents delivered pursuant hereto constitute the entire agreement of the Parties in respect of the subject matter hereof and, unless specified to the contrary, supersede all prior agreements, communications, representations, or warranties, whether oral or written, among the Parties in respect of the subject matter.
- 15.4. **Amendment:** This Agreement shall not be amended, modified, altered or changed in any way except by a writing executed by a duly authorised representative of each Party.

- 15.5. **Assignment:** The Consultant agrees that the Services to be performed cannot be assigned to any third party. The Company may at its sole discretion, assign this Agreement and/or its rights hereunder to its Affiliates and/or third parties by providing written notice of the same to the Consultant.
- 15.6. **Remedies:** All remedies of any Party under this Agreement, whether provided herein or conferred by statute, civil law, common law, custom or trade usage, are cumulative and not alternative and may be enforced successively or concurrently.
- 15.7. **Costs and taxes:** Unless specified otherwise, all costs and taxes in relation to this Agreement shall be borne by the Consultant.
- 15.8. **Waiver:** The failure of the Company to insist upon the punctual performance of any of the obligations of the Consultant hereunder, or the failure of the Company to exercise any right or remedy available to it under this Agreement shall not constitute a waiver by the Company of any subsequent or continuing default by the Consultant hereunder nor shall the same prejudice, affect or restrict the rights and powers of the Company hereunder.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**By the "Company":**

*Through its authorised signatory*

  
**Signature** \_\_\_\_\_

**Name** Marian Jayson Vandan  
\_\_\_\_\_

**Designation** Head of People Operations  
\_\_\_\_\_

**Date** 19 February, 2024  
\_\_\_\_\_

**By the "Consultant":**

\_\_\_\_\_  
**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_  
\_\_\_\_\_

**Date** \_\_\_\_\_  
\_\_\_\_\_

## **ANNEXURE A: Description of Services**

### **Designation: Trainee QA**

- Contributing to the automation testing processes within a software development or testing team.
- Learning Automation tools and framework tools such as Playwright , python,pytest etc.
- Write and maintain automated test scripts for various scenarios, covering functional, regression, and integration testing.
- Collaborate with the development team to understand the application architecture and features.
- Work on converting manual test cases into automated scripts, ensuring coverage of critical functionalities.
- Verify and validate test automation scripts for accuracy and reliability.
- Participate in setting up and maintaining CI/CD pipelines.
- Provide feedback to the development team on potential issues and collaborate on solutions.
- Identify and report defects accurately using the organization's defect tracking system.
- Learn and contribute to performance testing efforts using tools like JMeter or Gatling.
- Assist in analyzing performance metrics and identifying areas for improvement.
- Participate in creating and managing test data for automated test scripts.
- Ensure data integrity and reliability for various test scenarios.
- Document test plans, test cases, and automated test scripts for reference.
- Keep documentation up-to-date with changes in the application.
- Perform cross-browser and cross platform testing, troubleshooting and debugging.
- Effectively communicate test results and progress to team members.