



OFFER CUM APPOINTMENT LETTER

Date: 19 July 2022

Name: Sehkammal A

Address: 556-2, Gomathipuram 6Th Main Road, Anna Nagar, Madurai - 625020

Dear Sehkammal A

With reference to your application and subsequent discussions you had with us, we are pleased to offer you an appointment in our company, on the following Terms and Conditions:

1. Date of Joining & Work Location:

Your appointment becomes effective from the date of joining the services of the Company, which date shall be not later than **19 July 2022**

Your work location would be **Bangalore** or any other location as assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

2. Department, Designation:

Department: - **Sales**

Designation: - **Inside Sales Associate - Sales**

3. Cost to the Company:

Your annual Compensation including Performance Pay and Benefits is **Rs. 800000** /-. Your salary comprises of a Fixed Compensation, Variable Compensation and Other benefits (Refer **Annexure 1** for detailed breakup).

Your salary will be revised yearly based on your satisfactory performance in the company determined at the sole discretion of the Company.

The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances
- (e) Or any other applicable statutory deductions

The Income Tax Liability with regards your salary and perks will your liability, and will be governed by the tax laws of the country as applicable from time to time.

[Employee's Signature]



Other Benefits

- **Health Insurance Scheme**

You are covered by the group Health Insurance Scheme with add-on benefits that focus on you and your family's protection for a holistic health and wellness. Please refer to the Group Insurance Policy for more details and exact coverage.

- **Expense Reimbursement**

In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

4. Company Policies:

You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

5. Retirement Age:

The age of Superannuating of an employee from Company Service is 60 years. You shall however, during your employment be required to be medically fit for the work for which you have been employed. As to whether an employee is medically fit, is an issue that will be professionally determined by the Company and the employee shall be bound by such determination. You will accordingly undergo periodic medical examination as and when intimated to you by the Company. The Company shall have the right terminate your services immediately, in the event you are found to be medically unfit to perform your duties and responsibilities.

[Employee's Signature]

[Intentionally Left Blank]



6. Termination:

Your services may be terminated in the following manner:

- (i) The Company will be entitled to terminate your services by giving you 30 days notice in writing, or by payment of 30 days salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 30 days notice in writing or 30 days salary in lieu of such notice.
- (ii) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, incorrect information found during background verification, willful misconduct, criminal offenses - alleged or guilty, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- (iii) In the event of your resignation from the services of the Company, you will be required to give the Company 30 days written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in future. You shall, on ceasing to be the employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.
- (iv) You hereby agree and acknowledge that, in the event that you resign from the services of the Company within 30 (thirty) days from the date of signing this letter, you will not be entitled to receive an experience letter from the Company.
- (v) In the event of you resigning from the services of the Company on your own accord within one year of employment, you will be required to pay BYJU'S the full amount of Notice Period buyout. This clause is applicable only if there has been a notice-period buyout by BYJU'S.

7. Confidential Information:

As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, the Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course material, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information.

[Employee's Signature]



You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in the Company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

8. Intellectual Property Rights:

All the Intellectual Property Rights in the material developed by you, class material and related documents shall at all times remain the property of Think & Learn. You shall provide all assistance and execute all deeds and documents required to vest the Intellectual Property Rights with Think & Learn. In the event any of the Intellectual Property Rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such Intellectual Property in perpetuity to Think & Learn. You shall not assert any right, title and interest over such Intellectual Property Rights.

9. Indemnity:

You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- (a) Any act or omission by you;
- (b) Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- (c) Any representation or warranty or information furnished to the Company found to be false;
- (d) Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- (e) Failure to adhere to the standards/specifications/policies of the Company.

10. General Provisions:

- a) As an employee in the full-time employment of the Company, you are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.

[Employee's Signature]



- b) You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- c) Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.
- d) During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- e) You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- f) You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.
- g) You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- h) The Company will deduct taxes as appropriate and consistent with the Indian Tax Regulation. You will be responsible for your tax liabilities under all-applicable tax laws and regulations.
- i) This letter constitutes the complete understanding between you and the Company regarding terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- j) All disputes arising herein shall be governed by the laws of India and the jurisdiction to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.

[Employee's Signature]



The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by e-signing this letter. This employment letter is valid only if you join the company on the said date of joining unless otherwise mutually agreed in writing.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

Thanking you,

Yours faithfully

A handwritten signature in purple ink, appearing to read 'Deeptha A R', written over a horizontal line.



Process

Deeptha A R
Head – Human Resources
Think & Learn Pvt. Ltd

ACCEPTANCE

I accept the above mentioned terms and conditions.

Name: Sehkammal A

Signature:

Date: 19 July 2022



Annexure I- Compensation Details

Name	Sehkammal A
Designation	Inside Sales Associate - Sales
Date of Joining	19 July 2022
Total Cost to Company (CTC)	800000
Fixed Compensation	500000
Variable Compensation***	300000
Total Cost to Employee (CTE)	478400

Component Category	Annual
<u>EARNINGS</u>	
Basic Pay	250000
HRA*	125000
Statutory Bonus	16800
Leave Travel Allowance	84000
PF(employer part)***	21600
Adhoc Allowances**	2600
<u>DEDUCTIONS</u>	
PF(employees part)***	As per Rules
Professional Tax	As per Rules
TDS	As per Rules

*For House Rent Allowance, declaration and original receipts to be submitted once a year.

**Adhoc Allowances (if any) provide an array of tax benefits, please refer to the Annexure II for details

***PF administrative charges and EDLI charges as per rules (i.e. at present 1% admin charges, equal to INR 150/- per month towards Employee PF deduction of INR 1800/- per month), will be included in above mentioned CTC

Variable Compensation Performance Pay***

You are eligible for a yearly performance pay of up to Rs. **300000** /-, which will be paid monthly upon completion of your individual sales targets and performance numbers. The payment is subject to your being active on the company rolls on the date of announcement of the Performance Pay. The Performance Pay is subject to review and may undergo change based on the actual performance of the company and your ongoing individual performance. This allowance is payable based on the company's Productivity/performance, and as such will be treated as productivity bonus in lieu of statutory profit bonus.

[Employee's Signature]



Annexure I I – Adhoc Allowances

Adhoc Allowances will comprise one or all of the below allowances basis your overall fixed CTC.

Allowance	Maximum Amount	Tax Treatment
Mobile & Broadband Allowance	Upto INR 1,000 per month for mobile and broadband each	Non-taxable upon submission of required proofs
Research Allowance	Upto INR 30,000 per annum	
Fuel Allowance	Upto INR 2,400 per month based on CC capacity and type of the vehicle	
Driver Allowance	Upto INR 900 per month	
Special Allowance	Balancing Component	Taxable

General Guidelines

In Process

- All these elements will be within the fixed part of the employee's compensation, detailed breakup of adhoc allowances will depend upon the fixed CTC, and will be shared in payslip
- Detailed guidelines on these will be shared post your onboarding
- All the above allowances will be considered as taxable through the year , however on production of required bills over quarterly window, tax exemption will be provided as per the rules laid out above
- Employees are required to keep the copy of the bills as proof of expenses incurred through the quarterly cycle and submit the same in the quarterly window
- The above mentioned tax benefits will be applicable only for those employees who opt for Old Income Tax Regime and not the new one
- Special Allowance component is a part of taxable income

[Employee's Signature]



ANTI FAKE SALES SELF DECLARATION

I Sehkammal A ,

hereby solemnly declare that I've undergone necessary modules on creating awareness against fake sale during my sales training of BYJU's – Think & Learn Pvt Ltd and I shall strictly adhere to the same at all times during my employment with BYJU'S (Think & Learn Pvt Ltd.).

I Sehkammal A , pledge that:

I understand that any suspicious activity such as, but not limited to

1. Fake customer for punching the sale
 2. Fake details about the customer for punching the order
- would come under the ambit of fake sales.

- I understand that all my punched orders in Order Hive/Achieve can be audited by the company anytime within the next 18 months
- I understand that the company has the legal right to take appropriate action against my wrongdoing as per the Indian Penal Code
- I hereby declare that I shall keep the company indemnified against all possible consequences incurred by the Company arising out of or in connection with my Fake sale and I shall bear the complete responsibility for the same.
- I will reach out to my HRBP in case of any doubt or concern with the policy

DATE: **19 July 2022**

SIGN:

Name: **Sehkammal A**

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ('**Agreement**') is effective from your Date of Joining **19 July 2022**

BY AND BETWEEN:

Think & Learn Pvt Ltd, having its office at IBC Knowledge Park, 2nd Floor, Tower-D, Bannerghatta Main Road, Bengaluru, Karnataka-560029, (hereinafter referred to as "**Think & Learn**" or "**Company**", which expression shall unless repugnant to the context and meaning thereof mean and include their successors and permitted assigns) of the **FIRST PART**;

AND

Sehkammal A

D/O Mr. Abdul Salam M

Aged about (25) years

residing at 556-2, Gomathipuram 6Th Main Road, Anna Nagar, Madurai - 625020

(Hereinafter referred to as the "**Employee**", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, successors and permitted assigns) of the **SECOND PART**.

WHEREAS

In Process

1. The Company is engaged in the business of providing educational services;
2. The Employee, will have access to the confidential and proprietary information of the Company;
3. To maintain the confidentiality of the confidential and proprietary information of the Company, the Employee has agreed to execute these presents.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES AGREE AS FOLLOWS:

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

"**Documentation**" shall mean notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data, documentation, videos, compact discs containing Coaching Materials, videos relating to conduct of coaching classes or other materials of any nature and recorded in any form, whether written, printed, or in digital format or otherwise, relating to Coaching Materials and any other such material handled, possessed or dealt with by the Employee in course of his/her employment with the Company.

"**Confidential Information**" means all information, Coaching Materials, Developed Material and Documentation of the Company including any information concerning the organization, business or finances of the Company or of any third party, any trade secret, software program, functional methodologies, business plans, strategies, students list, records, reports, memoranda which is confidential to the Company or which the Company is under an obligation to keep confidential or is of such type and nature that a reasonable person would regard as confidential.

In addition to the aforesaid definition, the parties set out their express understanding that the term Confidential Information as used in this Agreement includes the following types of material and information (whether or not reduced to writing or designated as confidential):

1. *Proprietary Material.* Information relating to the Company's proprietary rights including but not limited to all intellectual property rights, whether registered or not, including the intellectual property rights subsisting in the course content, innovative teaching mechanism, business, technical, financial, operational, data which are of secret and proprietary nature including any memorandum, reports, documents, valuations and any other information provided by the Company (whether on computer disk, visual presentation or otherwise);
2. *Computer software.* Computer software of any type or form in any stage of actual or anticipated research and development, including but not limited to programs and program modules, routines and subroutines, processes, algorithms, codes, application development kits, application program interfaces, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs;
3. *Business Operations.* Internal Company personnel and financial information, students names and other student information, purchasing and internal cost information, internal services and operational manuals, and the manner and methods of preparing the Company's business financial statements, analysis, business reports, policies, market survey, market research, human resource data, risk management initiatives, incentive plans, financial projections or personnel matter, employees, investors;
4. *Marketing and Development Operations.* Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Company which have been or are being discussed;
5. *Product and Content.* The content and courses developed along with the Coaching Material for the Company or its subsidiaries

Records and repositories of all of the foregoing, in whatever form maintained shall constitute Confidential Information.

"**Coaching Materials**" shall mean any and all Documentation pertaining to the courses offered, conducted or that are intended to be offered by the Company, study materials, teaching methodology etc. relating to the courses conducted by the Company. The term 'Coaching Materials' include all invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or intellectual property right whatsoever or any interest is developed by the Employee in relation to the Coaching Materials (whether or not registered), whether recorded in written, printed, or in digital format or any other form.

2. The Employee shall not at any time, whether during or after his/her employment with the Company, reveal to any person or entity any Confidential Information (as defined in Clause 1 hereto), except as otherwise authorized by the Company in writing. The Employee shall maintain secrecy of all matters entrusted to him/her and shall not use or attempt to use any material provided to him/her pursuant to his/her employment, except as may be required in the ordinary course of his/her employment with the Company.

The Employee shall also ensure that he/she does not use any information or material provided to him/her by the Company in any manner which may injure or cause loss or may lead to any injury or loss, whether directly or indirectly, to the Company.

3. The Employee shall maintain the Confidential Information in trust and strictest confidence and, except, as expressly set forth herein, shall not disclose any Confidential Information to any third party. The Employee further undertakes to protect the Confidential Information in accordance with the policies or instructions provided by the Company for protection of Confidential Information and with a reasonable degree of care.

The Employee shall not make copies or reproductions of the Company's Confidential Information except to the extent necessary for the purposes of performing his/her employment obligations towards the Company, and as may be expressly allowed in advance by the Company in writing from time to time.

The Employee shall ensure that such re-produced forms or copies of Confidential Information are dealt with the same standard and protocol that is applicable to Confidential Information under this Agreement.

4. The Employee acknowledges and agrees that the Confidential Information constitutes a valuable asset of the Company and is a substantial asset of the Company. Further, any material containing Confidential Information, whether created, composed or generated by the Employee is the property of the Company. Where the Employee has any doubt whether any information is Confidential Information, the Employee shall request a determination from his or her supervisor.
5. The Employee agrees to abide by the policies of the Company (as amended from time to time) established for the protection of the Confidential Information, and take such precautions as set out in the policies to safeguard the Confidential Information, including without limitation the protection of Confidential Information from theft, unauthorized duplication, disclosure of contents and restrictions on access by other persons.
6. The Employee acknowledges that the unauthorized use or disclosure of the Confidential Information will be prejudicial to the interest of the Company or the entities with which the Company has business relationship and may amount to invasion of privacy or a misappropriation or improper disclosure of trade secrets.
7. If at any time during the course of his/her employment with the Company, the Employee (either alone or with others) makes, conceives, creates, any Coaching Material (as defined in Clause 1 hereto), Documentation or any other material ("**Developed Material**") that (a) relates to the business of the Company or which is made, conceived or created for use in relation therewith; or (b) results whether directly or indirectly from tasks assigned to the Employee by the Company; or (c) results from the use of premises or assets (whether tangible or intangible) owned, leased or contracted for by the Company, such Developed Material shall be deemed to be 'work for hire' and be the sole and absolute property of the Company. To the extent that any Developed Material does not for any reason vest with the Company on creation or is not deemed to be 'work for hire' either by way of operation of law, contract or otherwise, in consideration of his/her employment with the Company and at no additional cost or consideration, Employee hereby irrevocably assigns and agrees to assign in the future, in perpetuity and on a worldwide basis, (when any such Developed Material is first reduced to practice or fixed in a tangible medium as applicable) to the Company all of the Employee's rights, title and interest in and to all the Developed Materials,

and to any and all intellectual property rights therein or relating thereto, including but not limited to all inventions, patents, copyrights or trademarks which relate to such Developed Materials, effective immediately upon their conception, origination, creation, preparation or discovery thereof and determined regardless of the medium of expression thereof. The Employee also unconditionally waives any and all right accrued to him/her under law or otherwise (whether at present or that may accrue in future) in relation to the intellectual property rights in the Developed Materials, including but not limited to, rights accrued under Section 19(4) and Section 19A of the (Indian) Copyright Act, 1957.

The parties further agree, that the failure of the Company to exercise any rights over the Developed Materials as contemplated herein within a year shall not cause the assignment of any rights, as applicable, to lapse and the Parties expressly waive the application of Section 19 (4) of the Indian Copyright Act, 1957. The Employee shall promptly disclose to the Company (or any persons designated by it) each such Developed Material.

8. The Employee shall during the course of his/her employment with the Company and at any time thereafter, at the request and cost of the Company, promptly sign, execute, all such deeds, documents, forms and instruments and undertake such acts, filings, submissions and other things as the Company and its duly authorized officers may reasonably require:
 - (a) to apply for, obtain, register and vest in the name of the Company alone (unless the Company otherwise directs) all intellectual property rights in the Developed Materials in any territory and when so obtained or vested to renew and restore the same;
 - (b) to undertake execution of any documents, instruments or forms or do any such appropriate acts to give effect to the assignment set out under Section 7, if execution of such deeds, documents, forms, instruments or undertaking or such acts, filings, submission or other things is mandatory under law to complete the said assignment.
 - (c) where the Developed Material is not assignable to the Company by operation of law, contract or otherwise, the Employee unconditionally and irrevocably grants to the Company and its affiliates, an exclusive, transferable, irrevocable, perpetual, worldwide, fully paid up and royalty-free license, with rights to sublicense through multiple levels of sublicenses to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such Developed Material.
 - (d) to defend any judicial action, applications, oppositions, petitions or other proceedings in relation to the applications, assignments or licenses as set out in Clauses 8 (a), (b) and (c) hereinabove.

9. The Employee hereby agrees that he/she shall not do or indulge in any of the following, without the prior written consent of the Company:
 - 9.1 Compete: During the course of his/her employment and for a period of at least two years thereafter, the Employee shall not directly or indirectly carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company nor engage in any activity that conflicts with the Employee's obligations to the Company;

9.2 Solicit Business: During the course of his/her employment and for a period of at least two years thereafter, the Employee shall not solicit, endeavour to solicit, influence or attempt to influence any client, student or other person directly or indirectly to join/enroll with himself/herself or any person, firm, corporation, institution or other entity in competition with the business of the Company;

9.3 Solicit Personnel: During the course of his/her employment and for a period of at least two years thereafter, the Employee shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself/herself or any Person or entity which is a competitor of the Company.

9.4 The Employee acknowledges and agrees that the restrictions in Clauses 9.1 to 9.3 above are considered reasonable for the legitimate protection of the business and goodwill of the Company, but in the event that such restriction shall be found to be void, but would be valid subject to certain modifications, such modifications will be deemed to be incorporated to these Clauses.

9.5 The Employee acknowledges and agrees that the covenants and obligations with respect to non-compete and non-solicitation as set forth above relate to special, unique and extraordinary matters, and that a violation of any of the terms of such covenants and obligations will cause the Company, irreparable injury.

10. Circumvention (either directly or indirectly) to any other party without the previously required written approval of the Company shall be a violation of this Agreement, and the Company shall be entitled to monetary damages and injunctive relief. The Employee declares that as of today, he/she is not a member of the Board of Directors, a partner or employee, nor does he/she hold any other office, in any other company, body corporate, partnership, or entity whether organized for profit or not. In the event that he/she is permitted to hold any office, whether for profit or otherwise in such organization, the Employee shall immediately inform the Company and the Employee undertakes to maintain the confidentiality of all information pertaining to the Company, its intellectual property including methodologies, processes and know how, and its business activities and agree to be bound by any other obligations owed to the Company in respect of third parties.
11. The Employee represents that his/her performance of the provisions of this Agreement shall not breach and/or constitute a breach of the Employee's obligations to any other person and the Employee has not and will not at any time hereafter enter into any oral /written agreement in conflict with the provisions of this Agreement.

The Employee represents and covenants that his/her performance of this Agreement does not and will not breach any agreement he/she has entered into or will enter into with any third party, including without limitation, any agreement to keep in confidence proprietary or confidential information acquired by him/her in confidence or in trust prior to his/her employment with the Company. The Employee agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

12. Upon termination of employment with the Company for any reason, the Employee will promptly deliver to the Company all the Company's documents and materials pertaining to (i) Employee's employment; (ii) the Confidential Information of the Company or the other entities with which the Company has relationships. The Employee agrees to return to the Company all the equipment, files, software programs and other property belonging to the Company on separation from employment. The Employee will not retain any materials (recorded in any form or medium whatsoever) that evidence, contain or reflect the Confidential Information.
13. The Employee agrees that any breach of this Agreement by the Employee will cause irreparable damage to the Company for which monetary damages shall not suffice and that in the event of such breach, in addition to any and all remedies of law the Company has, the Company shall have right to an injunction, specific performance or other equitable relief to prevent the violation of the Employee's obligations hereunder. Further, the Employee agrees to pay the damages suffered by the Company due to his/her breach of the obligations under this Agreement.
14. It is agreed that this Agreement does not create any obligation on the Company to continue the employment of the Employee with the Company.
15. The Parties to this Agreement acknowledge that, in executing this Agreement, each Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
16. Any notice required or permitted by this Agreement shall be in writing and shall be deemed duly served upon receipt, when delivered personally or by a delivery service, or seventy-two hours after being deposited in the mail as certified or registered mail with postage prepaid, if such notice is addressed to the Party to be notified at such Party's address as set forth in this Agreement or as subsequently modified by written notice.
17. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.
18. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns.
19. Each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses of the Agreement. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear failing which such provision shall be severable from the remainder of the provisions hereof which shall continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any of the parties.

20. Any amendment to or modification of this Agreement, or any waiver of any provision hereof, shall be in writing and signed by the Company. Any waiver by the Company of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof.
21. This Agreement shall be effective as of the date entered below or the date of the Employee commencing employment with the Company, whichever is earlier. The obligations of the Employee under this Agreement shall survive the termination of his/her employment with the Company regardless of the manner of such termination and shall be binding upon his/her heirs, executors, administrators and legal representatives.
22. This Agreement including the Employment Agreement represents the entire agreement between the Parties and cancels and supersedes all prior agreements, arrangements and understandings in respect of employment of the Employee with the Company.
23. This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of the courts in Bangalore.

In Process

Date of Joining: **19 July 2022**

IN WITNESS WHEREOF, the parties have set their hands on the day and year hereinabove mentioned.

SIGNED AND DELIVERED by the ()

the within named Company ()

in the presence of :

SIGNED AND DELIVERED by the ()

within named () **Sehkammal A**

in the presence of (Witness) ()

Certificate Of Completion

Envelope Id: 5B00B4C6F3AA4264B2BC7D58AAFEFDD7

Status: Delivered

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