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Certificate Issued Date	:	12-Dec-2024 04:31 PM
Account Reference	:	NEWIMPACC (SV)/ up14013804/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference	:	SUBIN-UPUP14013804983405444556 96W
Purchased by	:	PHYSICSWALLAH PRIVATE LIMITED
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	PHYSICSWALLAH PRIVATE LIMITED
Second Party	:	ALAKH PANDEY
Stamp Duty Paid By	:	PHYSICSWALLAH PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

सत्यमेव जयते

ACC Name - Kanika Agarwal ACC Code - UP14013804
ACC Add - Noida - Mobile - 9650236878
License No. - 160/2020, Tehsil & Distric - G.B. Nagar

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PHYSICSWALLAH PRIVATE LIMITED PHYSICSWALLAH PRIVATE LIMITED PHYSICSWALLAH PRIVATE LIMITED PHYSICSWALLAH PRIVATE LIMITED PHYSICSWALLAH PRIVATE LIMITED

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2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

EMPLOYMENT AGREEMENT
(Private & Confidential)

This employment agreement (this "**Agreement**") is made and executed on this 13th day of December 2024 ("**Execution Date**") by and between:

1. **PHYSICSWLLAH PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013 and having its registered office at Plot No. B-8, Tower A, 101-119, Noida One, Sector-62, Noida, Gautam Buddha Nagar-201309, Dadri, Uttar Pradesh, India (hereinafter referred to as the "**Company**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns);

AND

2. **MR. ALAKH PANDEY** s/o/ Satish Kumar Pandey, a citizen of India and residing at R K 27, Kalindipuram, Allahabad, Dhoomanganj, Allahabad, Uttar Pradesh - 211011, holding Permanent Account Number ENJPP9675L, in his /her personal capacity (hereinafter referred to as "**Employee**" which expression will, unless repugnant to the context or meaning thereof, mean and include his legal heirs, successors and permitted assigns.

WHEREAS:

A. The Company is a private limited company engaged in the Business.

B. Pursuant to mutual discussions, the Company and the Employee have entered into this Agreement to record their mutual understanding and rights and obligations in relation to the Employee's employment with the Company and supersedes any prior agreement/arrangement between the Company and the Employee.

C. With effect from the Effective Date, the Company desires to continue the Employee's employment with the Company and the Employee desires to continue to be employed with the Company, in accordance with the terms and conditions set out in this Agreement.

D. The Employee joined the Company on 1.11.2020 (**"Date of Joining"**).

E. Unless otherwise the context requires, the effective commencement of this Agreement shall be from 1.10.2024 ("**Effective Date**").

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, UNDERSTANDINGS AND CONDITIONS HEREINAFTER SET FORTH AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, (i) the following words and expressions shall bear the meanings ascribed to them below; and (ii) the terms and expressions defined in the other parts of this Agreement when used in bold letters and enclosed within quotes ("") shall have the same meanings for the other parts of the Agreement:

"**Act**" means the Companies Act, 2013 and shall include all rules, regulations, notifications, circulars and clarifications issued thereunder, and amendments, modifications and re-enactments of the foregoing;

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"**Affiliate**" means, in relation to any Person, any entity Controlled, directly or indirectly, by that Person, any entity that Controls, directly or indirectly, that Person, or any entity under common Control with that Person or, in the case of a natural Person, any Relative(s) of such Person. For the purposes of this definition, a holding or subsidiary company of any entity shall be deemed to be an Affiliate of that entity;

"**Agreement**" shall mean this employment agreement, including the recitals above and any amendment, substitution or restatement hereof, in accordance with the terms hereof;

"**Applicable Law**" or "**Law**" means all laws, statutes, ordinance, regulations, guidelines, policies, rules, bye-laws, notifications, directions, directives and orders or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation, administration and other pronouncements having the effect of law of the Republic of India or any other applicable jurisdiction by state, municipality, court, tribunal, government, ministry, department, commission or arbitrator or such other body which has the force of law in India;

"**Articles**" means the articles of association of the Company, as may be amended from time to time;

"**Board**" shall mean the board of directors of the Company, as constituted from time to time in accordance with the Articles;

"**Business**" shall mean providing online and offline coaching facilities for preparation of competitive exams for, including, but not limited to, for IIT JEE, NEET, NEET PG, UPSC, GATE, CLAT, CA, CSIR JAM, GOVERNMENT EXAMS and other such similar examinations and in accordance with its constitutional documents;

"**Business Day**" shall mean any day on which banks in Uttar Pradesh, India are open for general banking operations;

"**Cause**" shall mean occurrence of any one or more of the following events in relation to the Employee:

(a) any act or omission involving fraud, or embezzlement, or theft or siphoning or misappropriation of funds, deceit or moral turpitude or similar act; or

(b) gross negligence or wilful misconduct or insubordination in the course of his employment or service with the Company; or

(c) dishonest acts of the Employee; or

(d) breach of policies of the Company (including those dealing with prevention of sexual harassment); or

(e) failure of Employee to comply with lawful directions of the Board; or

(f) significant non-performance of duties by the Employee, as reasonably determined by the Board and after following principles of natural justice, in connection with the performance of Employee's duties to the Company; or

(g) any breach of his duties and responsibilities as an employee of the Company or any breach of this Agreement which has not been cured to the reasonable satisfaction of the Board within a period of 30 (thirty) days from the date of notice of breach issued to the Employee; or

(h) conviction of a crime, or entering of any guilty plea in respect of such crime, for which punishment under Applicable Law is imprisonment; or

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(i) going on or abetting any strike, lockout, go-slow or any other obstruction of the business of the Company by the Employee for a period of more than 15 (Fifteen) consecutive days;

(j) an application for bankruptcy filed against the Employee for default in making any payments due.

"**Competitor**" means an entity carrying out any business activity which is similar to the business of the Company as carried out by it or proposed to be carried out by it at the time of reckoning.

"**Control**" (including, with its correlative meanings, "**Controlled**" or "**Controlling**" or "**under common control with**"), as used with respect to any Person, shall mean the power, direct or indirect, to:

(a) direct or cause the direction of, the management, policies or activities of such Person, whether by way of ownership of voting capital, voting equity interests or economic rights or by contract, or otherwise; or

(b) appoint or remove (or to direct or cause the direction of the appointment or removal of) majority of the directors, partners or other individuals exercising similar authority with respect to such Person (including by holding a majority of the voting rights exercisable at meetings of its board (or equivalent) on all, or substantially all, matters), or in any other manner.

(c) In any event, and without limiting the previous sentence in any way, any Person owning more than 50% (Fifty Percent) of the voting securities of another Person shall be deemed to be controlling that Person.

"**Confidential Information**" shall have the meaning ascribed to the term in Clause 4.3;

"**Cut-Off Date**" means, the later of the date on which: (i) the Employee ceases to be an employee of the Company or any of its subsidiaries, or (ii) the Employee ceases to be a Director of the Company or any of its subsidiaries (as applicable), or (iii) the Employee ceases to own any Shares, whichever is applicable.

"**Employment Term**" shall have the meaning ascribed to the term in Clause 2.1;

"**Governmental Authority**" means any relevant governmental or quasi-governmental authority, statutory authority or quasi-statutory or regulatory authority, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or stock exchange or taxing authority or any Person entitled to exercise executive power or power of any nature or other organization to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of Applicable Laws;

"**Intellectual Property Rights**" shall have the meaning ascribed to the term in Clause 5.1;

"**Non-Compete Period**" shall have the meaning ascribed to the term in Clause 6.1;

"**Parties**" shall mean a collective reference to the Company and the Employee and "**Party**" shall mean either the Company or the Employee, as the context may require;

"**Person**" means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a Person under Applicable Law;

"**Relative**" means a relative as defined under Section 2(77) of the Act;

"**Salary**" shall have the meaning ascribed to the term in Clause 3.1;

"**Total Permanent Disability**" shall mean a condition of illness or other physical or mental disability that:

(a) permits the Employee to receive long-term disability benefits under the applicable health insurance policies, if any, maintained by the Company, or

(b) renders the Employee unable to perform the services required under this Agreement for a period of 60 (sixty) consecutive days, or otherwise for a total of 90 (ninety) days during any period of 12 (twelve) months (during which the Company shall continue the Employee's compensation at the rates herein provided), in each case supported by such medical documents and records as may be required by the Board; and

"**Work**" means and includes any employment, job, service, consultation, training, piece-work or contract work carried out by the Employee for the benefit of any entity either through himself or through any other Person for monetary gain or otherwise.

1.2 **Interpretation**

Unless the context otherwise requires in this Agreement:

(a) words importing the singular include the plural and vice versa;

(b) reference to Laws shall include laws as may, from time to time, be enacted amended, supplemented or re-enacted;

(c) reference to a gender includes a reference to the other gender;

(d) reference to the words "include" or "including" shall be construed without limitation;

(e) reference to a numbered clause shall, unless the context requires otherwise, mean a reference to the clause of such number as contained in this Agreement;

(f) reference to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement, such other agreement, deed or other instrument or document as the same may, from time to time, be amended, varied, supplemented, restated or novated;

(g) the headings in this Agreement are for reference only and shall not affect the interpretation or construction hereof; and

(h) a time period for a payment to be made or an act to be done shall be calculated by excluding the day on which that period commences and including the day on which that period ends. If the last day of such period is not a Business Day, the due day for the relevant payment to be made or the act to be done shall be the next Business Day.

2. DUTIES

2.1 The Employee's designation shall be Executive Director & CEO of the Company and his employment with the Company commences from the Effective Date and, in accordance with the terms of this Agreement and shall continue until terminated in accordance with the terms hereof ("**Employment Term**").

2.2 The Employee has represented and warranted to the Company that: (a) he is free to enter into employment with the Company without violation of any third party rights and that the employment with the Company shall not result in a violation of any agreement or restrictive condition that he may have with any third party including former employers; (b) he is not a party to any agreement which will

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compromise his ability to carry out the duties for the Company; and (c) all information provided by the Employee in this Agreement is truthful and accurate.

2.3 The Employee shall carry out all duties which are normally associated with employment in the aforesaid position along with those duties which may be prescribed by the Board from time-to-time. The Employee shall be subject to the general supervision and control of the Board. Notwithstanding anything to the contrary, the Board may at its sole discretion choose to revoke certain powers that the Employee may be enjoying as Executive Director & CEO of the Company or increase/decrease the scope of the Employee's role and the limits prescribed under the Articles and/or the Act. It is the Company's intention that any description of the job duties/responsibilities given by the Board should serve as a guide to the major areas for which the Employee will be accountable. Due to the nature of the Business, the obligations of the Employee will inevitably vary and develop.

2.4 The Employee agrees that he shall not participate in any activity that constitutes an actual or potential conflict of interest with his employment with the Company at any time during the Employment Term, including without limitation participation in any decision-making process in relation to any matter in which he has a conflict of interest, without disclosure to and unanimous approval by the Board. In the event the Employee has participated in an activity that did not originally conflict with his employment with the Company but subsequently conflicts with his employment with the Company, the Employee shall promptly bring the said matter before the Board of the Company and take such actions in this regard as deemed fit by the Board.

2.5 The Employee shall be based out of Noida Corporate, UP, or such other place (including locations outside India) as is requested by the Board.

2.6 The Employee must:

2.6.1 undertake the duties and exercise the powers that are assigned to or vested in the Employee from time to time by the Board and comply with all applicable Laws and all lawful orders and instructions given by the Board in this regard;

2.6.2 observe and comply with the Company's rules, regulations and policies as varied from time to time;

2.6.3 perform the duties and exercise the powers that are assigned to or vested in the Employee from time to time by the Board in a proper and efficient manner with all due care, skill and diligence;

2.6.4 devote the whole of his time, attention and skill exclusively to the Business during normal business hours and such other hours as are necessary to satisfactorily perform his obligations under this Agreement;

2.6.5 use his best endeavours to promote the interests of the Company;

2.6.6 not take any action or omit to take any action which in any way disrupts the relationship of the Company with its associated vendors, service providers, business associates, clients, customers, employees, consultants and all other Persons dealing with the Company and shall not (i) cause any breach of any obligation of the Company; or (ii) cause any event which may adversely affect the Business or operations of the Company;

2.6.7 shall at all times provide such further information, written records and/or explanation as the Board may require;

2.6.8 work exclusively for the Company and will not perform or undertake to perform any Work for any other Person without the prior written permission of the Company; and

2.6.9 during the term of this Agreement, promptly disclose to the Company each business opportunity of a type which, based upon its prospects and relationship to the Business, the Company might reasonably consider pursuing. In the event that the Employee is terminated for any reason, the Company shall have

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the exclusive right to participate in or undertake any such opportunity on its own behalf, which was introduced by the Employee at any time during the 24 (twenty-four) months period prior to the date of termination of his employment, without any involvement by or compensation to the Employee.

3. COMPENSATION, BENEFITS AND LEAVE

3.1 In full compensation for the services to be rendered by the Employee hereunder as well as the services rendered or to be rendered by the Employee , the Company shall on and from the Effective Date pay to the Employee during the Employment Term, and the Employee shall accept as compensation, a basic annual salary, including allowances, benefits and perquisites, aggregating to a cost to the Company as provided in **Schedule I** (**"Salary"**). Payment of the Salary hereunder shall be made in accordance with the relevant Company policies in effect from time to time, including normal payroll practices, and shall be subject to all applicable employment and withholding taxes. The Salary (including the perquisites) referred under this Agreement and any alteration thereof from time to time is subject to the limits prescribed under Section 197 and other applicable provisions of the Act. In the event of inadequacy or absence of profits during the term of this Agreement, the Employee shall be paid the Salary as specified in Schedule I within the limits specified under Schedule V of the Act.

3.2 The pro-rated monthly amount of the Salary, subject to all applicable taxes, withholdings and deductions, shall be paid by the Company on or before the 7th (seventh) day of the subsequent month into the Employee's nominated bank account. Each Party shall bear and fully comply with all their respective tax liabilities arising from the provisions of this Agreement.

3.3 The Company shall reimburse the Employee for all reasonable business expenses properly incurred by the Employee in performing his duties under this Agreement and in accordance with the Company's applicable travel and entertainment policies and procedures in effect at the time, upon presentation by the Employee of documentation, expense statements, vouchers, and such other supporting information as the Company may request, or as may be consistent with standard Company policies and practices for reimbursement of expenses.

3.4 During the Employment Term, the Employee shall be entitled to privileged leave and sick leave as per the Company's policies, which shall be taken, to the extent possible, at such time or times as shall be mutually convenient to the Company and the Employee. It is hereby clarified that in the event that the Employee has served only a portion of any given financial year, the Employee shall be deemed to have earned a pro-rated number of days of earned/ privileged leave.

4. CONFIDENTIAL INFORMATION

4.1 The Employee recognises that he is being employed in a position of trust and confidence with the Company and will in the course of his employment with the Company, be exposed to various items of secret and Confidential Information that are proprietary to the Company. The Employee covenants to hold any such information in trust for the Company and undertakes not to disclose such information to any third party.

4.2 The Employee shall perpetually treat as strictly confidential all Confidential Information that comes within his knowledge during the Employment Term concerning the Business or the Company or that he received during his past association with the Company and shall not at any time, directly or indirectly, use, disclose or divulge any Confidential Information except as required in connection with the performance of his duties for the Company, and except to the extent required by Applicable Law (but only after the Employee has provided the Company with reasonable notice and opportunity to take action against any legally required disclosure). Further, the Employee shall not copy, reproduce and/or disclose any of the Confidential Information to any other party without the prior written consent of the Company. Upon the request of the Company, at any time and for any reason, the Employee shall immediately deliver to the Company all materials (including all soft and hard copies) in his possession, which contain or relate to Confidential Information.

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4.3 The term "**Confidential Information**" includes but is not limited to (a) Intellectual Property Rights, know-how, techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, sales and marketing plans, compilations of client, markets or industry specific demographics and statistics, whether in hard copy or electronic form and any other information which Company knows or has reason to know is confidential, proprietary or trade secret information, (b) information or material proprietary to the Company, including information relating to the business affairs of the Company and/or any of its Affiliates, customers, clients, vendors, suppliers, consultants or service providers, (c) information designated as confidential by the Company, (d) proprietary or sensitive information of or about the Company and/or its business acquired by the Employee by virtue of his engagement pursuant to this Agreement or by virtue of his past association with the Company, (e) proprietary information created, discovered, developed on behalf of the Company by the Employee or made known to the Employee during the period of or arising out of the Employee's performance of his obligations under this Agreement, (f) trade secrets of the Company, and (g) any other proprietary information imparted in confidence to the Employee by the Company.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 All information, inventions and discoveries or any interest in any patents, trademarks, service marks, service names, logos, get-up, trade names, internet domain names, applications, programmes, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how, trade secrets, and other intellectual property rights and proprietary data, made or conceived of by the Employee, (a) prior to the Effective Date to the extent it relates to the Business; or (b) in the course of the Employment Term; or (c) previously during the Employee's association with the Company, and/ or during the course of his employment with the Company comes to know of any better process which the Employee has developed or may develop (collectively "**Intellectual Property Rights**") shall vest solely and exclusively with the Company.

5.2 The Employee agrees and understands that any and all copyrightable works that are prepared by the Employee, within his scope of service, is "work for hire" under Applicable Law and the Company will be considered the first owner of such copyrightable works. To the extent that the Company is not considered the first owner of the Intellectual Property Rights created by the Employee, the copyright and all related rights, title and interest in all such Intellectual Property Rights is irrevocably assigned by the Employee to the Company for valid and adequate consideration.

5.3 To the extent that any Intellectual Property Rights are not vesting with the Company in accordance with the provisions of this Clause 5, the Employee hereby irrevocably assigns in perpetuity for worldwide use to the Company, all his rights, title and interest with respect to the Intellectual Property Rights. The Employee hereby further undertakes to sign all such agreements, deeds and documents as may be required under Applicable Laws to evidence the assignment of the Intellectual Property Rights to the Company. In the event the Company is unable for any reason, after reasonable effort, to secure the Employee's signature on any document needed in connection with the actions specified herein, the Employee hereby irrevocably designates and appoints the Company and its authorised personnel as the Employee's agent and attorney in fact and at Law, which appointment is coupled with an interest, to act for and on the Employee's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of Clause 5 with the same legal force and effect as if executed by the Employee. The Employee hereby waives and relinquishes all claims, of any nature whatsoever, which the Employee now or may hereafter have for infringement of any Intellectual Property Rights assigned hereunder to the Company.

5.4 All records, documents, papers (including copies and summaries of them), "professional packages" and other copyright protected works made or acquired by the Employee in the course of his employment shall, together with all the worldwide copyright and design rights in all such works, be and at all times remain the absolute property of the Company.

5.5 The Employee hereby represents and warrants that he shall not use or integrate any third-party materials

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or data that are not validly licensed to the Company unless previously authorised by the Company. The Employee represents and warrants that the Employee has not violated the intellectual property rights of any third party, and covenants that the Employee shall not violate the intellectual property rights of any third party in the course of his service with the Company. In case any such third party intellectual property is integrated in any Intellectual Property Rights created by the Employee, the Employee agrees to grant to the Company a non-exclusive, fully transferable, perpetual, fully paid-up license to use, and modify, such third party intellectual property integrated. The Employee shall cooperate with the Company in executing all such assignments, oaths, declarations, and other documents to affect the foregoing.

5.6 The Employee hereby waives any right to and agrees that he shall not raise any objection or claims to the Indian Copyright Board with respect to the ownership of the Intellectual Property Rights, under the provisions of Section 19A of India's Copyright Act, 1957. It is further agreed between the Parties that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, the assignment under this Agreement shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under this Agreement within a period of 1 (one) year from the date the assignment becomes effective.

6. RESTRICTIVE COVENANTS

6.1 The Employee shall, devote his full time and attention in the management and operation (including rendering services as envisaged in his employment agreements) of the Company, be exclusively employed full time by the Company and not take up gainful employment or otherwise or engagement with any other organisation (whether for profit or otherwise). The Employee hereby undertakes to the Company that he shall not, during the period where he holds any Shares or directorship position in the Company or is employed by the Company or its subsidiaries, and for a period of 24 (twenty-four) months thereafter (**"Non-Compete Period"**):

(a) engage with or as a Competitor in any manner, directly or indirectly, including but not limited to, as a shareholder, director, observer, partner, advisor, lender, mentor or employee or otherwise;

(b) except on behalf of the Company or its subsidiaries, in any manner whatsoever, call upon, cause to be called upon, solicit or assist in the solicitation of any client or potential client of the Company or its subsidiary, for the purpose of selling, supplying or making provision for any product or service competitive with the products or services of the Company or its subsidiaries;

(c) except on behalf of the Company or its subsidiaries, employ, engage or seek to employ or engage any individual or entity on behalf of the Company or any entity (including a client of the Company or its subsidiaries), who is employed or had been engaged by the Company or its subsidiaries or who was employed or engaged by the Company or its subsidiaries during the 12 (twelve) month period preceding the Cut-Off Date;

(d) solicit, recommend or advise any employee of the Company or its subsidiaries or independent contractor (including by way of example, but not limited to logistics and marketing partners) to terminate their employment or engagement with the Company or its subsidiaries for any reason.

6.2 The Employee hereby acknowledges and confirm that the Employee does not have (whether directly or indirectly through his Affiliates) any ownership, directorship, executive position, in any organisation/entity other than the Company, and the Employee expressly agrees to obtain the written consent of the Company for having any such other interests.

6.3 **Business Exclusivity.**

(a) The Employee shall devote all of his reasonable time, energy and efforts to the activities of the Company and the promotion of the business of the Company.

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(b) The Employee undertakes that, except with the consent of the Company, all new projects and businesses relating to the Business, shall only be undertaken by the Company or through its Affiliates, and not through any other Affiliate of the Employee.

(c) The Employee shall ensure that all opportunities for new projects and businesses relating to the Business that are developed or sourced by, or offered to, the Employee shall be referred exclusively to the Company.

6.4 Each covenant contained in this Clause 6 shall be and is a separate covenant and shall be enforceable separately and independently of any of the other covenants against the Employee, and its validity shall not be affected if any of the other covenant is invalid; if any of the covenants is void but would be valid if some part of the covenant were deleted the covenant in question shall apply after deletion of such part as may be necessary to make such covenant valid.

6.5 The Employee acknowledges that any breach of any provision of this Clause 6 by him would cause irreparable harm to the Company and that monetary damages would not be sufficient or adequate to protect the Company's interests under this Clause 6, and therefore irrevocably agrees that the Company shall, in addition to all other applicable remedies, be entitled to specific performance of the covenants herein, injunctive relief to prevent a breach or other equitable remedy without being required to prove damages or furnish any bond or other security. The Employee represents that his experience and knowledge will enable him to earn an adequate living in a business other than a Competitor and that injunctive and/or punitive relief will not prevent him from providing for himself and his family.

6.6 The Employee further acknowledges that the restrictions under this Clause are fair and reasonable as to subject matter, geographical scope and duration, and are reasonably necessary to protect the interests of the Company and its subsidiaries and also to protect the Company's (and its subsidiaries) Confidential Information and the value of the business of the Company and its subsidiaries and associated goodwill.

6.7 If any of the restraints contained in this Clause 6 or any part thereof, is held to be unenforceable by reason of it extending for too great a period of time, or by reason of it being too extensive in any other respect, the Parties agree that (i) such restraint shall be interpreted to extend only over the maximum period of time for which it may be enforceable and/or over the maximum geographic areas as to which it may be enforceable and/or over the maximum extent in all other respects as to which it may be enforceable, all as determined by the court or arbitration panel making such determination; and (ii) in its reduced form, such restraint shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such restraint in the particular jurisdiction in or for which such adjudication is made.

7. PRIOR EMPLOYMENT AND BENEFITS ARRANGEMENTS

The Salary shall be in lieu of any and all other compensation and benefits related to the employment as per this Agreement. By entering into this Agreement and accepting employment with the Company, the Employee relinquishes and waives any compensation and benefits under any and all prior agreements, plans or arrangements, if any, regarding his previous employment with the Company and Company's predecessor companies.

8. TERMINATION

8.1 **Termination for Cause:** During the Employment Term, the Company may, immediately upon notice to the Employee, terminate for Cause, the services of the Employee, this Agreement and the employment of the Employee hereunder, in accordance with the provisions of this Agreement (such date of termination of the employment, the "**Cause Termination Date**").

Subject to Clause 9.4 below, in the event of termination for Cause, no payment of the annual variable bonus (including any part thereof) that may have accrued and remains unpaid shall be made by the Company to the Employee, and no payment of salary for the time period during which the Employee is suspended in accordance with Clause 9.4 shall be made by the Company to the Employee.

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8.2 **Termination without Cause:** The Company shall be entitled to terminate this Agreement and the services of the Employee for any reason not included in Clause 8.1 above, with 30 (thirty) days' notice to the Employee, or by paying applicable salary for a period of 30 (thirty) days in lieu of the aforesaid notice.

8.3 **Termination upon death or Total Permanent Disability:** Notwithstanding Clause 8.1 above:

8.3.1 if the Employee, as a result of Total Permanent Disability, becomes unable to render to the Company the services required hereunder, the Company may, in its discretion, with prior written notice of at least 30 (thirty) days, terminate the Employee's engagement hereunder. The Employment Term shall terminate at the expiration of such notice period, provided that such termination shall not affect the right of the Employee to continue to receive benefits under any insurance plan covering the Employee which is in effect at the date of termination; and

8.3.2 the Employment Term shall end immediately, without any notice or other action by the Company, upon the death of the Employee.

8.4 **Termination by Employee:** The Employee shall have the right to terminate this Agreement, by giving at least 90 (ninety) days' written notice to the Company, unless otherwise giving of such notice requirement being waived by the Company.

8.5 The Employee shall not be entitled to any additional compensation or severance pay for premature termination of the Agreement, other than as provided in this Agreement or under applicable Law.

9. CONSEQUENCE OF TERMINATION

9.1 Upon termination of this Agreement for any reason in accordance with Clause 8 and except as otherwise provided:

9.1.1 the Employee shall immediately resign from all positions held by him by virtue of him being an Employee of the Company, including from the office of director of the Company;

9.1.2 the Employee shall no longer have any right to any benefits (including future payments of Salary); and

9.1.3 the Employee must immediately surrender or return to the Company (without retaining any copies or extracts thereof) any Confidential Information, Intellectual Property Rights and any other property of the Company. The Employee will not remove or transmit by any means from the Company or take with him any of the Company's property, including the Intellectual Property Rights or Confidential Information that are embodied in any tangible medium of expression.

9.2 The Employee agrees that, following notice of termination of his employment, the Employee shall fully cooperate with the Company in all matters relating to the completion of his pending work on behalf of the Company and the orderly transition of such work to such other employees as the Company may designate in writing, in accordance with the terms of this Agreement as was applicable prior to such notice of termination. Without prejudice the rights of the Employee under this Agreement, law and/or equity, the Employee further agrees that during and following the termination of his employment with the Company, the Employee shall on a best effort basis cooperate with the Company with respect to any and all claims, controversies, disputes or complaints over which he has any knowledge on account of his past association with the Company, provided the Employee is not a party to such claim, controversy, dispute or complaint. Such cooperation shall be limited to, on a best effort basis, providing the Company with all information known to him in relation to such claims, controversies, disputes or complaints. Nothing in this Clause shall be interpreted to include giving information that may be directly or indirectly self-incriminating as regards the Employee.

9.3 **Garden Leave during notice period**: The Board may, in its absolute discretion, require the Employee

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at any time during the notice period to not attend the Employee's place of work and/or perform any duties for or on behalf of the Company or to perform any such duties, projects or tasks as are expressly assigned to the Employee by the Company. The Employee will continue to be employed by the Company during such period and will be eligible to receive the full pay and benefits during such period. During such period, the Employee will: (i) notify the Company of any change of address or contact details; (ii) if requested by the Company in writing, refrain from contacting employees, clients and professional contacts of the Company; (iii) cease to be an authorised signatory of the Company or hold a power of attorney for the Company; and/or (iv) continue to be bound by the express and implied duties of the Employee's employment, including, without limitation, by the duty of fidelity and good faith owed to the Company. The garden leave will be offset against any annual leave / privilege leave of the Employee.

9.4 Notwithstanding anything to the contrary under this Agreement, in the event a 'Cause' event is disputed by the Employee, the rights of the Employee to continue with his employment under this Agreement, shall be suspended and kept in abeyance.

10. EMPLOYEE'S REPRESENTATIONS

10.1 The Employee represents and warrants to the Company that:

10.1.1 He has the full right, power and authority to execute, deliver and perform the duties and responsibilities under the Agreement.

10.1.2 The execution and delivery of the Agreement by him and performance by him of his duties and obligations hereunder do not and shall not result in any breach or constitute a default under and are not and will not be in conflict with or prohibited by any agreement to which he is a party or by which he may be bound.

10.1.3 This Agreement has been duly executed and delivered by him and subject to due and valid execution by the Company, on and from the Effective Date, constitutes his valid and legally binding obligation, enforceable against him in accordance with the terms hereof.

10.1.4 There are no pending proceedings for the bankruptcy, insolvency or rehabilitation against him or of compromise or arrangement with creditors, whether voluntary or involuntary and to best of his knowledge there are no grounds on which a petition or application could be based for his bankruptcy.

10.1.5 He is not currently and has not ever been subject to expulsion, bar, suspended or other disciplinary proceeding or action from or by any statutory or regulatory authority.

10.1.6 He is fully aware that any of the obligations contained in this Agreement will not impact his ability to fair, adequate and reasonable livelihood.

10.1.7 As of the Effective Date, the Employee is not a partner, director, consultant, advisor, investor, owner, contractor, shareholder, officer of any Person or in any other capacity interested in any other Person.

10.1.8 The Employee has been released from his previous employment, engagement or retainership with the Employee's previous employer and has no subsisting or outstanding rights or obligations with such previous organization.

11. NON-DISPARAGEMENT

The Employee hereby agrees to not disparage (including, without limitation, on social media / networking websites) the Company and/or its Affiliates, businesses, shareholders, directors and/or key executive employees, as applicable, at any time during or after the Employment Term.

12. ASSIGNMENT

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The Employee acknowledges that the services to be rendered by him are unique and personal. Accordingly, the Employee shall not assign any of his rights or delegate any of his duties or obligations under this Agreement. The Company shall have the right to assign its rights or obligations hereunder to a subsidiary or affiliate of the Company; or to any corporation, partnership, or other entity that may be organised by the Company as a separate business unit in connection with the Business pursuant to a restructuring exercise in the Company.

13. NOTICES

13.1 Any notice and other communications provided for in this Agreement shall be in writing and shall be first sent via e-mail and then confirmed by internationally recognised courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:

13.1.1 In the case of notices to the **Company**:

Address:	Plot No. B-8, Tower A, 101-119, Noida One, Sector-62, Noida, Gautam Buddha Nagar-201309, Dadri, Uttar Pradesh, India
Attention:	Satish Khengre
Email:	hr@pw.live ; legal@pw.live

13.1.2 In the case of notices to the **Employee**:

Address:	R K 27, Kalindipuram, Allahabad, Dhoomanganj, Allahabad, Uttar Pradesh - 211011
Email:	hopesalive@gmail.com

13.2 All notices shall be deemed to have been validly given on (a) the Business Day immediately after the date it is sent, if sent via e-mail, or (b) the Business Day of receipt, if sent by courier or registered airmail.

13.3 Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 30 (thirty) days' prior written notice.

14. ARBITRATION

14.1 All disputes and differences arising out of or in connection with any of the matters set out in this Agreement ("**Dispute**"), if not resolved by amicable settlement within 30 (thirty) days from the Dispute, shall be finally and conclusively determined by arbitration by a sole arbitrator mutually appointed by the Parties to the dispute, in accordance with the Arbitration and Conciliation Act, 1996, of India, for the time being in force. In the event the Parties are not able to mutually appoint the sole arbitrator, then the same shall be appointed as per Arbitration and Conciliation Act, 1996.

14.2 The arbitrator shall reach and render a decision in writing with respect to the appropriate award to be rendered or remedy to be granted pursuant to the dispute. The award passed by the arbitrator shall be final and binding on the Parties.

14.3 To the extent practical, decisions of the arbitrator shall be rendered no more than 90 (ninety) days following commencement of proceedings with respect thereto.

14.4 The arbitration shall be conducted in English, and the seat and venue for arbitration shall be New Delhi.

14.5 The arbitrator shall be entitled to award costs of the arbitration.

14.6 Notwithstanding this agreement to arbitrate, the Employee acknowledges and agrees that a breach of any of the provisions of this Agreement may result in continuing and irreparable damages to the Company for which there may be no adequate remedy at Law and that the Company, in addition to all other relief available to it, shall be entitled to initiate at any time legal action in a court of competent jurisdiction for the purpose of seeking and obtaining the issuance of a temporary restraining order,

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preliminary injunction and/or other similar relief restraining the Employee from committing or continuing to commit any breach of this Agreement pending final resolution of the arbitration proceeding. In the event the Company prevails in such arbitration proceeding, in addition to any other remedies granted to the Company pursuant to such proceeding, the Company shall be entitled to seek and obtain a permanent injunction and/or other similar relief restraining the Employee from committing or continuing to commit any breach of this Agreement.

15. MISCELLANEOUS

15.1 The provisions of this Agreement shall be governed by and construed in accordance with the laws of India. Subject to Clause 14, each Party agrees that the courts at New Delhi India shall have the exclusive jurisdiction to settle any claim or matter arising under this Agreement.

15.2 Neither Party shall act as an agent of the other Party (other than as provided in this Agreement) and the Employee shall not have any authority to act for or to bind the Company, except as authorized by the Board in accordance with the terms and conditions of this Agreement. Nothing herein contained shall constitute, or be deemed to constitute, any agency or partnership in applicable Law between the Parties, and no Party shall, therefore, act or hold itself out as agent or partner of the other Party.

15.3 All policies and rules of the Company which are applicable to other employees of the Company shall also be applicable to the Employee. The Company reserves the right to make policy declarations and alter them at its sole discretion. All such policy decisions shall be binding on the Employee and shall override this Agreement to the extent of any inconsistency. In the event of any conflict between a provision of this Agreement and any Company policy, the provisions of the Company policy shall prevail.

15.4 No delay in exercising or omission to exercise any right, power or remedy accruing to a Party upon any default under this Agreement shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of such party in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of such Party in respect of any other default.

15.5 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other understandings and assurances, either written or oral, save and except for any obligations which were to survive the termination of the said employment agreement.

15.6 If any part or all of any provision of this Agreement is illegal or unenforceable, it may be severed from this Agreement and the remaining provisions of this Agreement shall continue to remain in force.

15.7 This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts. Electronic mail in portable format (".pdf") of an executed signature page of this Agreement by a Party shall constitute, and be sufficient evidence of, due execution of this Agreement by such Party.

15.8 No amendment, modification or termination of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the Parties hereto.

15.9 The Parties acknowledge that they have had an opportunity to consult with their respective legal counsels regarding the terms of the Agreement prior to the execution of this Agreement.

15.10 The provisions of Clauses 4, 5, 6, 8, 9, 10, 11, 13, 14 and 15 (except Clause 15.3) herein shall survive the termination of this Agreement.

[*Intentionally left blank*]

SCHEDULE I

Break up of Salary

Components	Monthly Amount	Annual Amount
Basic	3,00,000	36,00,000
HRA	1,50,000	18,00,000
Special Allowance	2,50,000	30,00,000
LTA	50,000	6,00,000
Total	**7,50,000**	**90,00,000**

[*Signature pages to follow*]

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

Signed and delivered for and on behalf of:

PHYSICSWALLAH PRIVATE LIMITED

PHYSICS WALLAH PRIVATE LIMITED

Name: Satish R. Khengre

Title: Chief Human Resources Officer

By the within named "Employee"

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Name: Alakh Pandey