**EMPLOYMENT AGREEMENT**

This Employment Agreement is made effective as of \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2022, by and between **MyExamPrep (DBA of Consulting Service LLC**  (hereinafter referred to as “COMPANY”) with address located at 44330 Premier Plaza, Unit 220, Ashburn, VA 20147and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “EMPLOYEE”) with address located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WHEREAS Company desires to employ Employee and Employee desires to be employed by Company beginning on ­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the terms contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **EMPLOYMENT**
   1. Company shall employ Employee in a Part-Time/Full-Time position as a Tutor*.* Employee shall provide Company the services and fulfill the duties in the job description hereto as **Exhibit A**. Employee shall have such additional duties and perform such other services as may be assigned to Employee from time to time by Company. Employee understands and agrees that, as part of his/her employment with Company, Employee shall be subject to the general supervision, advice, and direction of Company’s supervisory personnel.
   2. To the extent Employee is required to have a license or certification to perform the job, Employee understands and agrees that he/she is personally responsible for securing the license and/or certification, keeping it up-to-date and providing Company with a copy of the current license and/or certification. If Employee’s license or certification expires, is suspended or becomes invalid in any way, Employee must immediately notify Anil Goel. If an Employee's current license becomes expired, the result can be a leave of absence and/or termination of employment.
   3. Employee hereby represents that he/she is under no obligation, restriction, or limitation, contractual or otherwise, to any other individual or entity that would prohibit or impede Employee from undertaking and performing the duties, responsibilities and obligations under this Agreement, including, but not necessarily limited to, non-competition, non-solicitation, or restrictive covenant obligations.
2. **BEST EFFORTS OF EMPLOYEE**

Employee agrees to perform faithfully, industriously, and to the best of Employee’s ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction Company. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Company may require from time to time.

1. **COMPENSATION OF EMPLOYEE**
   1. As compensation for the services provided by Employee under this Agreement, Company will pay $11 per hour.
   2. Employee will be paid biweekly/monthly and subject to applicable federal, state, and local withholding. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that Employee shall be entitled to payments for all time worked through his/her last day of employment and for which Employee has not yet been paid. This section of the Agreement is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.
2. **EXPENSE REIMBURSEMENT**

The Company will reimburse Employee for out-of- pocket expenses incurred By Employee and pre-approved by Anil Goel. Documentation of the expense incurred with invoice or receipt must be submitted in writing to Anil Goel within 14 days to receive reimbursement.

1. **RECOMMENDATIONS FOR IMPROVING OPERATIONS**

Employee shall provide Company with all information, suggestions, and recommendations regarding Company’s business, of which Employee has knowledge, that will be of benefit to Company.

1. **CONFIDENTIALITY**
   1. During Employee’s employment with Company, Employee will gain access to certain confidential information, inventions, works of authorship, curriculum, and other types of proprietary subject matter that comprise valuable, special, and unique assets of the Company’s business, and Employee acknowledges and agrees that access to the foregoing is granted to Employee only for the purpose of enabling him/her to perform his/her duties for Company. Employee hereby acknowledges that Company has an identifiable interest in protecting its rights and ownership of the foregoing, as well as all intellectual property rights associated therewith (including, without limitation, its patents, copyrights, trademarks, and trade secrets).
   2. As used in this Agreement, the term “Confidential Information” means all information, not generally known, belonging to, or otherwise relating to the business of Company, or its subscribers, licensors, licensees, vendors, or partners, regardless of the media or manner in which it is stored or conveyed to Employee, that the Company has taken reasonable measures under the circumstances to protect from unauthorized use or disclosure. Confidential Information includes trade secrets, as well as other proprietary knowledge, information, know-how, non-public intellectual property rights including unpublished or pending patent applications and all related patent rights, formulae, processes, discoveries, improvements, ideas, conceptions, compilations of data, and developments, whether or not patentable and whether or not copyrightable. By way of further example and without limitation, Confidential Information also may include information relating to: (i) curriculum, inventions, products, product design and processes; (ii) all research, technical matters; (iii) trade secrets; (iv) copyrights; (v) customer lists; (vi) prices, costs and discounts; (vii) business affairs and future plans; (viii) client information. (ix) agency operations as described in the job application and Employee Handbook; and (x) other know-how.
   3. Both during and following the termination, for any reason, and whether by Employee or Company, of Employee’s employment with the Company, Employee will hold in strict confidence all Confidential Information of the Company. Except with the Company’s prior written permission or in furtherance of Employee’s duties for the Company, Employee will not, directly or indirectly, in whole or in part: (a) access, use, disclose, reproduce, copy, store, distribute, or misappropriate any Confidential Information; (b) reverse engineer, disassemble or decompile, misappropriate or otherwise attempt to gain unauthorized access to any Confidential Information (each of the foregoing, a “Prohibited Act”); or (c) take any action that may cause, or fail to take any action necessary to prevent causing, any Confidential Information (as defined above) or any other Development (as defined hereafter) to lose its protected and confidential character. Upon the termination of Employee’s employment with the Company, or upon any earlier request by the Company, Employee will promptly return to the Company all original and copies of documents, data or materials that exist in tangible form, of any nature, in Employee’s possession, custody or control that contain Confidential Information (regardless of the medium in which such information is stored), and work with the Company to allow the Company to recover any intangible copies of the foregoing stored in magnetic, electronic, or optical form.
2. **COMPANY PROPERTY**
   1. All Developments (including lesson plans, course materials, articles, research) made by Employee, either alone or in conjunction with others, at any time or at any place during the employment with the Company, whether or not reduced to writing or practice during such period of employment, shall be and hereby are the exclusive property of the Company without any further compensation to the Employee. In addition, without limiting the generality of the prior sentence, all Developments which are copyrightable work by the Employee are intended to be “work made for hire” as defined in Section 101 of the Copyright Act of 1976, as amended and shall be and hereby are the property of the Company. “Developments” means any and all inventions, modifications, discoveries, designs, developments, improvements, processes, software programs, works of authorship, documentation, formulae, data, techniques, know-how, secrets or intellectual property rights or any interest therein that (i) relate to the business in which the Company is engaged or in which the Company intends to engage during Employee’s employment with the Company, (ii) are created or improved in whole or in part by using any Company resources, data, facilities or equipment, or (iii) are created or improved within the scope of Employee’s employment.
   2. Employee shall promptly disclose the Developments to the Company. If any Development is not the property of the Company by operation of law, this Agreement or otherwise, the Employee will, and hereby does, assign to the Company all right, title and interest in such Development, without further consideration, and will assist the Company and its nominees in every way, at the Company’s expense, to secure, maintain and defend the Company’s rights in such Development.
   3. The Employee shall sign all instruments necessary for the filing and prosecution of any applications for, or extension or renewals of, letters patent (or other intellectual property registrations or filings) of the United State or any foreign country which the Company desires to file and relates to any Development.
   4. The Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as such Employee’s agent and attorney-in- fact (which designation and appointment shall be deemed coupled with an interest and shall survive the Employee’s death or incapacity), to act for and in the Employee’s behalf to execute and file any such applications, extensions or renewals and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, other intellectual property registrations or filings or such other similar documents with the same legal force and effect as if executed by the Employee. Employee waives all claims to moral rights in the Developments.
   5. List of all inventions, modifications, discoveries, designs, developments, improvements, processes, software programs, works of authorship, documentation, formulae, data, techniques, know-how, secrets or intellectual property rights or any interest therein made by the Employee prior to Employee’s employment with the Company (collectively, the “Prior Inventions”), which belong to Employee and which relate to the business of Company and which are not assigned to the Company hereunder or if no such list is attached, Employee represents that there are no such Prior Inventions. If in the course of Employee’s employment with the Company, Employee incorporates into a Company product, process or machine a Prior Invention owned by Employee or in which Employee has an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license to make, have made, modify, use, sell and otherwise exploit such Prior Invention as part of or in connection with such product, process or machine, or any enhancements or extensions thereof.
   6. Employee agrees that, at the time of the termination of his/her employment with the Company (regardless of the reason and regardless of whether initiated by the Company or Employee) or earlier upon request by Company, Employee will deliver to the Company all property and information belonging to the Company including, but not limited to, all proprietary and/or Confidential Information and documents in any form belonging to the Company, keys, records, notes, data, memoranda, models, equipment, materials, substances, software, prototypes and the like, computer user name and password, and any other codes, passwords or computer access codes, disks and/or voicemail code. Employee shall not retain any copies or reproductions (hard copy or electronic) of any Confidential Information or other property belonging to the Company. Employee agrees that he/she shall work with Company to allow the Company to recover any intangible copies of the foregoing stored in magnetic, electronic, or optical form. Employee agrees that, if Company provides him/her with a written document requesting that employee certify as to his/her compliance with this Section 8, Employee will sign, and return said document to the Company within seven (7) days of any such request.
3. **NON-SOLICITATION, NON-INTERFERENCE NON-DISPARAGEMENT.**

In consideration of the compensation, training and experience Employee will gain as an Employee of Company, and considering Employee’s familiarity with the clients, referral sources, Confidential Information and Developments of the Company, Employee expressly agrees to each of the following:

* 1. During Employee’s employment with Company and during a one (1) year period following the termination of Employee’s employment, for any reason, Employee, will not in any way, directly or indirectly:

1. aid or endeavor to solicit or induce any employees, consultants, independent contractors, or advisers of the Company (who have worked with the Company in any preceding twelve (12) month period) to leave their employment or end their relationship with Company and/or to accept employment or enter into a relationship with another person or entity.
2. hire, employ, contract with, partner with or otherwise engage or use the services of any current or former employees, consultants, independent contractors, or advisers of the Company (who have worked with the Company in any preceding twelve (12) month period).
3. aid or endeavor to interfere with or otherwise disrupt Company’s relationship with its employees, consultants, independent contractors and/or advisors.
4. call upon, compete for, solicit, divert, accept business from or otherwise take away or interfere with any person or entity with a referring relationship with the Company; or
5. call upon, solicit, divert, or otherwise take away or interfere with any client of the Company.
   1. During Employee’s employment with Company, and at all times thereafter, the Employee will not, directly or indirectly, make any disparaging statements or other negative remarks, written or oral, about the Company, its officers, directors or owners, or any of their respective businesses and/or any of the services or products they provide.
   2. In the event Employee breaches any of the obligations set forth in Section 8(1) of this Agreement, Employee shall pay to the Company a sum equal to fifty percent (50%) of the highest annual compensation paid by Company to such Employee, consultant, independent contractor or adviser (the “Non-Solicitation Payment”). Employee acknowledges that the Non-Solicitation Payment is not a penalty and is not unreasonable or disproportionate to the probable loss to be suffered by Company in the event of a breach of the obligations set forth in Section 8(1) of this Agreement. Company and Employee agree that the right to seek the Non-Solicitation Payment shall be in addition to any other rights and/or remedies available to Company at law or in equity including, but not limited to, any such rights and/or remedies set forth in Section 9 of this Agreement. Further, nothing herein shall prevent Company from recovering its actual damages should such actual damages exceed the Non-Solicitation Payment.
6. **REVIEW OF AGREEMENT; REASONABLE RESTRICTIONS; REMEDIES**
   1. Employee acknowledges and agrees that: (a) he/she has carefully read and understands all of the provisions of this Agreement and has had the opportunity for this Agreement to be reviewed by counsel; (b) that the duration, geographical scope and subject matter of Sections 6 and 8 of this Agreement are reasonable and necessary to protect the goodwill, client relationships, referral relationships, legitimate business interests, Confidential Information and Developments of the Company; and (c) he/she will be able to earn a satisfactory livelihood without violating this Agreement. In the event that any of the restrictions in the Agreement are found by a court having jurisdiction to be unreasonable, or overbroad as to geographic area or time, or otherwise unenforceable, the parties intend for the restrictions therein set forth to be modified by such court so as to be reasonable and enforceable and, as so modified by the court, to be fully enforced.
   2. In the event Employee is in violation of the restrictions set forth in Section 8 or 9, Employee agrees that the time limitation thereof shall be extended for a period of time equal to the period of time during which such breach or breaches occur. In the event it is necessary for the Company to seek relief in any court, then the time limitation shall be extended for a period of time equal to the pendency of such proceedings, including appeals, and excluding any periods during which the court or other tribunal has ordered the Employee to honor the covenants and the Employee has complied with the order.
   3. Employee acknowledges and agrees that any violation of the covenants of Sections 6, 7, 8 of this Agreement would cause substantial, irreparable damage to Company and that it is impossible to measure in money the damages that would be caused to Company by such violation. Accordingly, Employee acknowledges and agrees that in the event that Employee violates any of these covenants, the Company shall be entitled to injunctive relief to prohibit Employee from such action. Nothing herein shall be construed as prohibiting Company from pursuing any other remedy or remedies available for a breach or threatened breach, including recovery of damages from Employee. Employee further agrees that any breach of the terms of Sections 6, 8 or 9 is a material breach of the Agreement and that Employee shall pay to the Company all damages which arise from the breach (including but not limited to compensatory, incidental, consequential, and lost profits).
   4. Employee agrees that, in the event that Employee violates any of the terms of Sections 6, 7, 8 of this Agreement, Employee shall be liable to the Company for the reasonable attorneys’ fees and costs associated with any action at law or equity arising from or relating to said violation(s).
   5. The existence of any claim or cause of action by Employee against Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of the covenants set forth in Sections 6, 7, 8 or 9.
7. **EMPLOYEE’S INABILITY TO CONTRACT FOR COMPANY**

Employee shall not have the right to make any contracts or commitments for or on behalf of Company without first obtaining the express written consent of Company.

1. **COMPLIANCE WITH COMPANY’S RULES.**

Employee agrees to comply with all of the rules, regulations, and policies of Company including, but not limited to, any Employee Handbooks that may be issued by the Company from time to time. If any terms of this agreement differ from or conflict with the Company’s general employment policies or practices, this agreement will control.

1. **TERM/TERMINATION OF EMPLOYMENT**
   1. Employee employment with Company shall be “at-will”. This means that either party may terminate the employment relationship at any time and without reason or cause: provided that, if Employee terminates the Agreement, Employee must provide Company with at least thirty (30) days advance written notice of termination. Once notice has been given by Employee, Employee agrees to execute Employee’s duties and obligations under this Agreement diligently and in good faith through the end of the notice period.
   2. In the event Employee terminates the Agreement, then Company may, in its sole discretion, require Employee to permanently vacate each of the Company’s offices and cease providing services on behalf of the Company at any time during the thirty (30) day period following notice of termination. Should the Company require Employee to vacate its offices and cease providing services, the Agreement and Employee’s employment shall be deemed terminated on the last day on which Employee provided services on Company’s behalf.
2. **ARBITRATION**

Any and all disputes, controversies or claims arising out of or relating to this Agreement, Employee’s employment and/or the termination of the employment relationship, with the exception of the Company’s claims for injunctive relief, shall exclusively be submitted to and determined by final and binding arbitration before a single arbitrator of the American Arbitration Association (“AAA”), or its successor, in accordance with the AAA’s (or its successor’s) then current rules for the resolution of employment disputes. Employee understands that it is the intention of the parties to submit all disputes that arise between and among Employee and Company to arbitration and that “any dispute, controversy or claim” includes any claim that Employee might have against the Company arising out of the employment relationship or its termination, whether arising under the common law or any federal, state, or local statute, including claims for discrimination, wrongful discharge, breach of contract, retaliation, harassment, defamation, invasion of privacy or negligence. Employee knowingly and voluntarily agrees and acknowledges that employee is waiving any rights to bring such claims in court and is waiving any rights to a jury trial in any action or proceeding related to this Agreement, his employment relationship and/or the termination of the employment relationship.

1. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. It is understood and agreed that this Agreement shall replace and supersede any and all prior contracts or agreements between the parties, whether written or oral.

1. **AMENDMENT**

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

1. **SEVERABILITY**

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

1. **WAIVER OF CONTRACTUAL RIGHT**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

1. **APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Virginia.

1. **CONSENT TO JURISDICTION; SERVICE OF PROCESS**

To the extent any suit, action or proceeding is brought which is not subject to the arbitration provisions set forth in Section 13 of this Agreement, Employee and Company consent and hereby personally submit to the jurisdiction of the state or federal courts located in the State of Virginia and hereby agree not to assert, by way of motion, as a defense, or otherwise in any such suit, action or proceeding that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced by such courts. The covenants of this section shall survive the termination of this Agreement.

1. **SIGNATORIES**

This Agreement shall be signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of Company and by Employee in an individual capacity. This Agreement is effective as of the date first above written.

**EMPLOYEE COMPANY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

**EXHIBIT A**

**JOB DESCRIPTION- TUTOR**

This “Exhibit A” is intended to accompany the Company’s Employment Agreement. To the extent that any terms of this Exhibit A conflict with the terms of the Employment Agreement, the Employment Agreement shall control.

**Brief Description**

As a Tutor, you will be responsible for helping students learn and understand new concepts and complete assignments. You will be expected to prepare lessons by studying lesson plans, reviewing textbooks in detail to understand the topic you will be teaching and providing additional projects if needed during a session.

Ultimately, you will work directly with students to assist them in gaining a better understanding of concepts taught in the classroom. You may also communicate with teachers or parents to track progress.

**Duties**

* Reviewing classroom or curricula topics and assignments.
* Assisting students with homework, projects, test preparation, papers, research, and other academic tasks.
* Working with students to help them understand key concepts, especially those learned in the classroom.
* Teaching skills to improve academic performance, including study strategies, note-taking skills, and approaches to answering test questions.
* Demonstrating academic best practices for specific subjects and assignments, including research, and writing tactics.
* Developing and distributing teaching materials to supplement classroom lessons, including study guides.
* Conducting practice tests to track progress, identify areas of improvement and help set goals for exam preparation.
* Providing students positive and constructive feedback.
* Offering feedback on progress to students’ parents and teachers where appropriate.

**Qualifications and requirements**

* Certification from accredited tutoring associations such as NTA or CRLA
* Proven work experience as a Tutor or similar role.
* Patient, flexible, positive, consistent, dependable and cooperative with a sense of humor.
* Ability to take supervision and correction constructively
* Ability to positively supervise students

**Working Hours**

* Monday to Friday: 9:00am to 5:00pm.

**Lines of communication**

* Reports to Anil Goel.

**Benefits**

* All employees are eligible to Simple IRA retirement plan. We match $ to $ for the first 3% of employee’s contribution.

**Job Type**

* Part-time

**Pay**

* $\_\_\_\_\_\_\_\_ per hour

The Tutor is required to invest the time necessary to produce exceptional results. In this position, there may be requirements to work irregular hours to fit around particular needs or to respond to work demands.

I have read and understood the provisions of this position.

Employee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Employee Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_