

## **EMPLOYMENT AGREEMENT**

This Agreement is made on April 06, 2017

### **RECITALS:**

WHEREAS, Employer is engaged in the various technology and educational businesses;

WHEREAS, Employer is engaged in a franchising business that offers certain proprietary programs, systems, training and teaching techniques for use in education of students aged 7 – 17, for non-vocational purposes, in the programming, math, logic, and teamwork fields of study (“the Business”);

WHEREAS, Employee has determined his or her best opportunity to establish employment in the Business with Employer;

WHEREAS, Employee recognizes that Employer is assuming certain financial risks in order to facilitate the employment of Employee that will enable him or her to have access to protected intellectual property, trade secrets, and confidential information of Employer;

WHEREAS, in consideration for Employer assuming such risks and for introducing Employee to its intellectual property, trade secrets, and confidential information, Employee has agreed to abide by certain restrictive covenants specified herein;

WHEREAS, Employee and Employer are desirous that Employee enter into an agreement of employment with Employer on the terms and conditions set forth in the Agreement.

WHEREAS it is deemed expedient by parties hereto to reduce into writing the modified terms and conditions, which will supersede all previous agreements and understandings, if any, under which Employee is to be employed by either employer.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

## **I. Terms of Employment**

**Section 1.1 *Employment.*** Employer agrees to employ and Employee agrees to accept employment with Employer upon the terms and conditions herein specified. The terms of this Agreement shall become effective immediately as of the date in which both Employer and Employee have executed this Agreement, whichever date is later (the “Commencement Date”), and employment shall begin immediately thereafter.

**Section 1.2 *Scope of Employee Duties.*** The employment of Employee established herein (the “Employment”) shall be for the purposes of completing the objectives, duties, and tasks more fully described in Exhibit A to this Agreement. Employee shall also perform such other reasonable duties from time to time as Employer directs.

**Section 1.3 *Amendment to Employee’s Duties.*** The scope of Employee’s Duties as provided in Section 1.2 and in Exhibit A of this Agreement shall constitute as an overview of Employer’s expectations for Employee; Exhibit A is not intended to be an exhaustive, exclusive, or comprehensive list of Employee’s duties during the Employment. These duties and objectives are subject to amendment at the sole discretion of Employer in accordance with Employer’s needs. In the event of a modification or amendment to Employee’s duties by Employer, Employer shall provide reasonably prompt notification to Employee.

**Section 1.4 *Exclusivity of Employment.*** Employee hereby agrees that during Employment, Employee will render services in accordance with Section 1.2 of this Agreement for the benefit of Employer on an exclusive, full-time basis. During Employment, Employee will: (a) devote Employee’s best efforts and entire business time and attention to the Business of Employer; and (b) that Employee will not, directly or indirectly (i) operate, engage in, assist, be employed by, or have any interest in any business activity of or for the benefit of any person or entity other than Employer or (ii) have any ownership interest in any business activity that engages in or is planning to engage in the Business, that does business with Employer, or whose ownership would otherwise create a conflict of interest, except as otherwise approved in writing by Employer, which approval Employer may in its absolute discretion withhold.

**Section 1.5 *Compensation.*** Employee shall be compensated as provided for in Exhibit A to this Agreement.

**Section 1.6 *Employer’s Right to Employee’s Property.*** Employee agrees and consents that, throughout Employment and thereafter, Employer may review, audit, intercept, access and disclose all messages created, received or sent over

the voice mail, electronic mail and Internet access systems provided by Employer, with or without notice to Employee, and that such review, audit, interception, access, or disclosure may occur during or after work hours. Employee further consents and agrees that Employer may, at any time, access and review the contents of all telephones and related systems, computers, computer disks, other data storage equipment and devices, files, desks, drawers, closets, cabinets and work stations which are either on Employer's premises or equipment which are owned or provided by Employer. Employee further allows Employer to use, without the necessity of securing additional permission, Employee's likeness for use in marketing materials, print materials, advertising and promotional materials and/or online advertising.

## **II. Representations, Warranties, and Obligations**

**Section 2.1** *Representations and Warranties of Employer.* Employer hereby warrants and agrees that it will conduct all actions and operations in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances and standards.

**Section 2.2** *Intellectual Property Rights of Employer.* As a product of Employment, Employee will create, modify, or use material containing intellectual property rights owned by Employer. These rights may include, but are not limited to business names, trademarks, copyrights, and trade secrets, whether registered or unregistered ("Intellectual Property"). Employee hereby acknowledges that all works created during Employment are the sole property of Employer. Employee shall not claim any rights over the Intellectual Property or endeavors to make, use, register same or similar intellectual property rights of Employer during or following Employment.

**Section 2.3** *Representations and Warranties of Employee.* Employer has entered into this Agreement in reliance on Employee's representations and warranties to Employer as follows: (a) Employee possesses a reasonable working knowledge of software development and the Business; (b) this Agreement and Employee's Employment do not conflict with and will not be constrained by any prior business or employment relationship or contract; and (c) Employee will not at any time during Employment, use, rely upon or otherwise refer to confidential information, trade secrets or other proprietary information belonging to another or arising out of any prior business or employment relationship or contract.

**Section 2.4** *Additional Business of Employer.* Employee acknowledges that in addition to the Business of Employer as defined herein above, Employer may enter or make preparation to enter additional areas related to the Business at a time subsequent to the Commencement Date of this Agreement. All restrictions

and covenants of Employee shall be applied in the like, even if Employer entered into such areas subsequent to the Commencement Date of this Agreement.

**Section 2.5 *Reasonableness of Covenants.*** Employee represents and warrants that if its employment with Employer under this Agreement were to terminate, Employee could earn a living while fully complying with all the terms of this Agreement and that the restrictions contained in this Agreement are reasonable and necessary to protect Employer's legitimate interests in its Confidential Information and Intellectual Property, more fully described herein below.

**Section 2.6 *Non-Fault Based Covenants.*** Wherever this Agreement contemplates that Employee will have an obligation or restriction at or after termination of this Agreement, Employee agrees that such obligation or restriction will exist without regard for which party to the Agreement terminates the Employment, and without regard for the reason (or lack thereof) for the termination of the Employment.

**Section 2.7 *Employer's Right to Indemnification.*** Employee agrees to hold Employer harmless from any and all claims arising out of any agreements containing restrictive covenants limiting or potentially limiting Employee's ability to work for Employer other than those agreements, if any, expressly provided to Employer in writing prior to the Effective Date of this Agreement, if any. Employee agrees to reimburse Employer for any and all losses, damages, claims, expenses and costs arising out of or relating to the defense by Employer of any such suit commenced against Employer, including attorneys' fees incurred by Employer in connection with defending such a suit. Employer shall be under no obligation to assist Employee in any such contract dispute with a prior employer, and in the event that Employee is enjoined or prohibited from working for Employer, Employer shall have no obligations to Employee.

### **III. Termination of Employment**

**Section 3.1 *Employment At-Will.*** Employer and Employee hereby agree that the Employment is "At-Will". Employee acknowledges that they are an At-Will employee of Employer under this Agreement, and Employer may terminate the Employment with or without cause at any time upon written notice to Employee.

**Section 3.2 *Voluntary Termination by Employee.*** Employee may terminate the Employment by giving Employer written notice specifying the date that Employee shall no longer work for Employer (the "Termination Date"). Employee shall provide Employer with Fourteen (14) days prior written notice in the event of a voluntary termination. Employer shall pay Employee the compensation due him or her as of the date of termination less any monies owed to Employer.

**Section 3.3** *Payment of Compensation Upon Termination.* Upon termination of Employment, Employee will not be entitled to continue to receive salary, wages, or payment for future services after the Termination Date, but shall be entitled to all compensation earned prior to termination. Any compensation owed to Employee as of the Termination Date shall be paid on the next scheduled pay date.

**Section 3.4** *Employee's Duties Upon Termination.* Upon termination of Employment, Employee shall immediately deliver to the Employer, all data, materials, specifications, lists, notes, writings, compilations of data, proprietary information, computer programs, computer disks, data microfilm, tape recordings and all other documents or tangible material whatsoever, including all copies or duplicates, concerning any part of Employer or Employee's activities worked on by Employee during Employment.

**Section 3.5** *Non-Disparagement.* Neither the Employee nor Employer will, at any time hereafter, disparage any other Party hereto, or any of their shareholders or employees, managers, officers, employees, or agents.

**Section 3.6** *Survival of Covenants Following Termination.* Notwithstanding anything to the contrary contained in this Agreement, the terms and conditions of Section 4 and Section 5 of this Agreement shall survive any termination of Employment or expiration of this Agreement.

#### **IV. Employee's Covenant Not to Compete**

**Section 4.1** *Need for Restricting Competition.* Employer and Employee recognize and agree that by virtue of Employee's association with Employer, Employee will enjoy the benefit of Employer's business interests, including, but not limited to, (i) association with Employer's good name and goodwill, (ii) Employer's Intellectual Property, (iii) Employer's client base, and (iv) be in a possession of Employer's Confidential Information, as defined in Section 5.2 of this Agreement; receipt of which is hereby acknowledged.

**Section 4.2** *Employee Covenant Not to Compete.* As an inducement for Employer to provide Confidential Information to Employee and in conjunction with Employment, Employee hereby agrees that for a period of two (2) years after termination of Employment, Employee **will not**:

- (i) Directly or indirectly, carry on or engage or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by (except as set forth below), associated with, or in any manner

connected with, render services or advice to, any business whose services, products or activities compete in whole or in part with the products or activities of Employer, anywhere within a 100 mile radius of any of Employer's places of business; provided, however, that the Employee may purchase or otherwise acquire up to (but not more than) one percent of any class of securities of any enterprise (but without otherwise participating in the activities of such enterprise) if such securities are listed on any national or regional securities exchange or have been registered under Section 12(g) of the Securities Exchange Act of 1934;

- (ii) Directly or indirectly, either for himself or any other Person, (A) induce or attempt to induce any employee of Employer to leave the employ of Employer, (B) in any way interfere with the relationship between Employer and any employee of Employer, (C) employ, or otherwise engage as an employee, independent contractor, or otherwise, any employee of Employer in any capacity which results in such employee engaging in activities which compete with the products or activities of Employer, or (D) induce or attempt to induce any customer, supplier, licensee, or business relation of Employer to cease doing business with Employer, or in any way interfere with the relationship between any customer, supplier, licensee, or business relation of Employer; nor
  
- (iii) Directly or indirectly, either for himself or any other Person, solicit the business of any customer of Employer as of the date of this Agreement, whether or not the Employee had contact with such Person, with respect to services, products or activities which compete in whole or in part with the products or activities of Employer.

**Section 4.3 *Employee's Duty to Inform Employer.*** Employee further agrees that during this timeframe described in Section 4.2 above, Employee will promptly inform Employer in writing of any employment or other business affiliations that Employee has with any business or business entity offering or planning to offer a service in the Business, or products which relate to the Business and of which are in competition with Employer. Employee will provide Employer with the name and address of the business or business entity with which Employee has such a relationship as well as the general nature of Employee's business-related activities in the Business. To the extent requested by Employer, Employee agrees to provide such additional information as Employer reasonably believes to

be necessary for Employer to ascertain whether Employee is complying with this Agreement. For purposes of this paragraph, a written letter or email in accordance with the notice provisions in Section 7.11 of this Agreement shall be sufficient.

**Section 4.4 *Compliance with State Law.*** Notwithstanding the foregoing provisions, this Agreement shall comply with the provisions of TEX BUS. & COMM. CODE § 15.50. In the event, however, of any determination that any provision of this covenant is unenforceable, in whole or in part, Employee expressly and knowingly waives the provisions of TEX. BUS. COMM. CODE § 15.51(c) providing that upon reformation of such covenant, the Employer is limited to injunctive relief and may not recover damages; *further provided*, that Employee waives the enforcement of said statute to the extent of an allowance for attorney's fees in the event of any reformation of such covenant.

**Section 4.5 *Automatic Extension of Covenant.*** Employee agrees that in the event Employee breaches this Section 4 during the twelve (12) month period following the termination of Employment, this Agreement shall be extended automatically as follows: the duration of such extension shall equal the period of time between the date Employee began such violation and the date Employee permanently ceases such violation, up to a maximum extension of twelve (12) months. An alleged breach of any other provision of this Agreement asserted by Employee shall not be a defense to claims arising from Employer's enforcement of this Section.

## **V. Employee's Covenant to Protect Employer's Confidential Information**

**Section 5.1 *Confidential Information and Employer Property.*** Employee acknowledges that Employer and its parents, subsidiaries, divisions and affiliates possess certain information that relates to Employer's past, present, or future research, development, or business activities and any proprietary products, materials, services, or technical knowledge, and is regarded as confidential by Employer. This Confidential Information more fully described in Section 5.2 of this Agreement, and Employee acknowledges that pursuant to this Agreement, Employee has been provided and now possesses Confidential Information of Employer.

**Section 5.2 *Confidential Information of Employer.*** "Confidential Information" is all information that has or could have commercial value or other utility in Business of Employer, or the unauthorized disclosure of which could be detrimental to the Employer's interests, whether or not such information is specifically identified as Confidential Information by Employer under this Agreement. Confidential Information shall include, but is not limited to any and all information whether written or verbal, or contained on computer hardware or software, disk, tape,

microfiche or other media, whether or not meeting the legal definition of a trade secret, containing and/or concerning:

- (i) Any and all trade secrets concerning the business and affairs of Employer, data, know-how, formulae, compositions, processes, designs, sketches, photographs, drawings, samples, past, current and planned development, current and planned general contractor and construction methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs systems, structures and architectures, improvements, devices, concepts, ideas, and any other information, however documented;
- (ii) Any and all historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans of Employer, the backgrounds and compensation of key personnel, personnel training and techniques and materials of Employer, however documented;
- (iii) Any and all notes, analyses, compilations, studies, summaries, and other material prepared by or for Employer containing or based, in whole or in part, on any information included in the foregoing, and
- (iv) Any and all information that Employer is obligated to maintain as confidential or that Employer may receive or has received from others with any understanding, express or implied, that it will not be disclosed. Confidential Information does not include information that can be shown by documented evidence has become widely known to the public other than through the improper disclosure of such information.

**Section 5.3 *Employee's Covenant of Non-Disclosure.*** Employer's Confidential Information may be used by Employee only to assist Employee in connection with Employment. Employee acknowledges that the business of Employer is intensely competitive, Employer's services, products and business are marketed throughout the United States, and the direct or indirect disclosure of any such Confidential Information to existing or potential competitors of Employer would place Employer at a competitive disadvantage. During Employment and thereafter, Employee will not, directly or indirectly, use or disclose to anyone, or authorize disclosure or use of, any of the Confidential Information revealed to or learned by Employee, unless such use or disclosure is both consistent with



Employer's obligations and for the sole purpose of carrying out Employee's duties of employment under this Agreement. Employee understands and agrees that this restriction will continue to apply after the termination of employment under this Agreement, regardless of the reason for such termination. Employee agrees to comply with all policies and procedures of Employer for protecting the Confidential Information including the following:

- (i) Employee will protect the confidentiality of the Confidential Information in the same manner that Employee would or does protect its own confidential information of like kind;
- (ii) Access to Confidential Information shall be restricted to Employee with a need to know and Employee shall not disclose Confidential Information to any third party;
- (iii) During Employment and thereafter, regardless of whether termination is initiated by Employer or Employee, Employee agrees not to use, communicate, reveal, disclose or otherwise make available or take advantage of such Confidential Information for any purpose whatsoever, or to divulge such Confidential Information to any person, partnership, corporation or entity other than Employer or persons designated by Employer, unless such Employee is compelled to disclose such information by judicial process or has first obtained the written consent of Employer;
- (iv) Confidential Information may not be copied or reproduced without Employer's prior written consent;
- (v) Confidential Information made available to Employee, including copies thereof, shall be returned to Employer or destroyed by Employee upon the termination of Employment or upon request by Employer;
- (vi) Employee agrees to notify Employer immediately if Confidential Information is disclosed by any Employee or any other party; and

- (vii) Nothing in the Agreement shall be construed to grant to Employee any rights or licenses to use the Confidential Information;

**Section 5.4 *Non-Waiver of Confidential Information Protection.*** Employer may allow, expressly or impliedly, the inclusion of part or all of the Confidential Information as defined in Section 5.2 of this Agreement to be included on the internet or provided to third parties pursuant to a separate agreement. Such inclusions of this Confidential Information shall NOT be construed as a waiver of Employer's rights to assert control or ownership of the Confidential Information. For avoidance of doubt, the parties further agree that any and all Confidential Information learned by Employee during the course of or incidental to employment under this Agreement shall remain property of Employer and no inclusion of said Confidential Information on any website or pursuant to a third party agreement shall act as a waiver of Employer's rights to such Confidential Information.

## **VI. Employer's Remedy for Breach of Section IV or Section V**

**Section 6.1 *Reasonable Means of Protecting Employer's Property.*** Employee acknowledges and agrees that the covenants contained in Sections 4 and 5 of this Agreement are necessary to protect the proprietary and related interests of Employer, and that the limitations contained in these covenants are reasonable with respect to duration, geographical area and scope of activities, and do not impose a greater restraint than is necessary to protect the Confidential Information, Intellectual Property, and other business interests of Employer.

**Section 6.2 *Available Remedies for Employer.*** If Employee breaches any of the covenants set forth in Sections 4. or 5. of this Agreement, Employer will be entitled to Damages from Employee, as well as have the right to offset against any and all amounts owing to Employee any and all amounts which Employer claims under this Agreement. In addition to Employer's right to damages and any other rights they may have, Employer is also entitled to injunctive relief in accordance with Section 6.3 herein below. The rights and remedies of Employer are cumulative and not alternative or exclusive.

**Section 6.3 *Employer's Right to Injunctive Relief.*** Employee acknowledges and agrees that any breach of Section 4 or Section 5 of this Agreement will cause irreparable harm to Employer, for which a remedy in the form of damages will not be adequate or otherwise ascertainable. Employee therefore agrees that Employer will be entitled to temporary, preliminary and permanent injunctive relief

against Employee, without having to post bond. This section will not limit any other legal or equitable remedies that Employer may have against Employee for violations of these restrictions.

**Section 6.4 *Employer's Enforcement of Agreement.*** In the event Employee breaches or fails to honor any term of this Agreement, the parties agree that in the event Employer is successful in whole or in part in any legal or equitable action to defend its right under or to enforce any terms of this Agreement, Employer shall be entitled to payment of all costs, expenses, and reasonable attorney fees associated with such action, from Employee.

## **VII. General**

**Section 7.1 *Entire Agreement.*** This Agreement supersedes all previous contracts, and constitutes the entire agreement of whatsoever kind or nature existing between or among the parties respecting the subject matter herein and no party shall be entitled to benefits other than those specified herein. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect; the parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements, whether written or verbal, not expressly incorporated herein, are superseded and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto. The parties acknowledge that certain covenants contained herein shall survive termination of this Agreement for any cause.

**Section 7.2 *Severability.*** Employer and Employee agree that if any provision of this Agreement, or part or application thereof, will for any reason and to any extent be invalid or unenforceable, such provision will be deemed severable and the remainder of this Agreement will remain valid and fully enforceable. Employer and Employee further consent and agree to a court modifying any restriction herein found to be unenforceable so as to make it enforceable to protect Employer's legitimate business interests. Employee further agrees that if any portion or provision of this Agreement is held unreasonable or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, and the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Section 7.3 *Headings and Titles of Agreement.*** The headings in this Agreement are included solely for convenience and will be given no effect in the construction of this Agreement.

**Section 7.4 *Equal Bargaining Power of the Parties.*** The parties agree that this Agreement accurately reflects both parties' intent and understanding and should not be presumptively construed against either party in the event that there is any dispute over the meaning or intent of any provision.

**Section 7.5 *Counterparts.*** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**Section 7.6 *Governing Law.*** All questions arising out of this Agreement or its validity, interpretation, performance, or breach shall be governed by the laws of the State of Texas. Brazoria County, Texas shall be used for venue purposes. This Agreement shall be subject to all applicable federal and state laws, rules, and regulations. The parties agree to enter into good faith negotiations in the event it is determined by Employer that covenants provided herein need to be amended or modified to comply with any laws, rules or regulations.

**Section 7.7 *Effect Upon Future Assigns.*** The rights and benefits of Employee under this Agreement are personal to him or her, and no such rights or benefits shall be subject to voluntary or involuntary alienation, assignment, or transfer. This Agreement may be assigned by Employer. Employer and Employee agree that this Agreement will be binding upon and inure to the benefit of Employer, its successors and assigns, without the need for further agreement or consent by Employee.

**Section 7.8 *Amendment to this Agreement.*** Any term or provision of this Agreement may be amended or waived only by a writing signed by Employee and an officer of Employer or by court order. The failure of either party to enforce any of the provisions in this Agreement will not be construed to be a waiver of the right of that party to enforce any such provision thereafter.

**Section 7.9 *Acknowledgment of Consideration.*** Employee hereby acknowledges that Employee has received good, valuable, and sufficient consideration for Employee's obligations hereunder, including, without limitation, Employer's agreement to extend an offer of at-will employment to Employee, to continue Employee's at will employment, and/or to provide cash bonuses or equity grants, as applicable. Further consideration for this Agreement is provided by Employer's disclosure of such Confidential Information to Employee as is necessary for the performance of Employee's duties.

**Section 7.10 *Agreement Not Confidential.*** Employee agrees that this Agreement is not confidential, and that Employer may, during the term of Employee's employment with Employer and thereafter, provide copies of this Agreement to others, including persons or entities that may employ, do business with, or consider employing or doing business with Employee in the future, along with an opinion regarding the enforceability of this Agreement.

**Section 7.11 *Notices.*** Any notice given under this Agreement shall be deemed to be received when personally delivered or when deposited in the United States mail, registered or certified mail, postage prepaid with return receipt requested, or via email correspondence. Notice shall be sent as follows:

Any change to the above mentioned address shall be informed to other Party within 30 days of such change.

**Section 7.12 *Employee Acknowledgment.*** Employee affirms and attests by his or her signature to this agreement that he or she has read this Agreement before signing it and that he or she fully understands its purposes, terms, and provisions, which he or she hereby expressly acknowledges to be reasonable in all respect. Employee further acknowledges receipt of one copy of this Agreement. Employee further acknowledges that he or she was advised to have independent counsel review this Agreement on his or her behalf and that he or she obtained such representation or had an opportunity to obtain such representation.

**IN WITNESS WHEREOF**, this Agreement has been signed by the parties on the date set forth below and shall be effective as set forth herein:

## **Exhibit A**

1. Duties of Employee. The Following is a general description of the duties of Employee that are expected by Employer. This list is not intended to be exhaustive and may be subject to change in accordance with this Agreement.

Assist students ages 7-12 in the areas of typing, programming, and problem solving. Work collaboratively with the director, administrator, and colleagues to help students with hands-on programming; Curriculum and training will be provided.

2. Work Schedule. Employee shall work the following schedule: forty (40) hours per week, Monday through Friday, between the hours of 7:30 a.m. to 5:30 p.m. at the discretion of Employee or as otherwise directed by Employer.

3. Compensation. Employee shall receive an amount equal to \$20,800.00 Dollars per year.

4. Health Insurance and Retirement Benefits. Employer does not provide Health Insurance or Retirement Benefits. Employee elects to be covered under Employer's health/medical plan, Employer agrees to pay one-half (1/2) of such expense with the understanding that Employee shall pay for the entire cost of dependent coverage.

5. Employee Contact Information. With regard to the notice provision and Section 7.11 of this Agreement, Employee's contact information is as follows:

April 06, 2017