



## **EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT dated this 16<sup>th</sup> day of May, 2023**

**BETWEEN:**

UnBlok of 260, 5th B Cross Rd, Hal, HAL 3rd Stage, New Tippasandra, Bengaluru, Karnataka  
560075

(the "UnBlok")

OF THE FIRST PART

**- AND -**

Neha Kumari of

(the "Employee")

OF THE SECOND PART

**BACKGROUND:**

- A. UnBlok is of the opinion that the Employee has the necessary qualifications, experience and abilities to assist and benefit UnBlok in its business.
- B. UnBlok desires to employ the Employee and the Employee has agreed to accept and enter such employment upon the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Commencement Date and Term**

1. The Employee will commence employment with UnBlok on the **16<sup>th</sup> day of May, 2023** (the "Commencement Date").
2. The Employee's schedule of employment will be as follows:  
Flex time with a minimum of 3 hours and a maximum of 15 hours per week.

**Job Title and Description**

3. The initial job title of the Employee will be the following: **Teacher**. The initial job duties the Employee will be expected to perform will be the following:  
Regular teaching, Homework assignment and corrections, Regular tests.
4. The Employee agrees to be employed on the terms and conditions set out in this Agreement. The Employee agrees to be subject to the general supervision of and act pursuant to the orders, advice and direction of UnBlok.
5. The Employee will perform any and all duties as requested by UnBlok that are reasonable and that are customarily performed by a person holding a similar position in the industry or business of UnBlok.
6. UnBlok may make changes to the job title or duties of the Employee where the changes would be considered reasonable for a similar position in the industry or business of UnBlok. The Employee's job title or duties may be changed by agreement and with the approval of both the Employee and UnBlok or after a notice period required under law.
7. The Employee agrees to abide by UnBlok's rules, regulations, policies and practices, including those concerning work schedules, annual leave and sick leave, as they may from time to time be adopted or modified.
8. Reliable hardware, software and services are essential. A teacher is responsible for a set of given students i.e., Make sure the students understand you well, make sure the students complete given tasks on time, make sure the progress of the students is better. Each teacher will be allotted a number of students usually a group of 1-5 which may vary depending on the students' requirements. Number of classes shall be decided based on the availability and commitment of the teacher.
9. Any issues with the student or the parent will be brought to the notice of the mentor who is responsible for the rapport between Parent-Student and UnBlok. In the same way the mentor will take inputs from the parents and students which needs to be considered for improvements. All individuals shall work as a team and be supportive to each other.

**Employee Remuneration**

10. Remuneration paid to the Employee for the services rendered by the Employee as required by this Agreement (the "Remuneration") will include wages as mentioned below
  - a. 1 on 1 Classes at ₹250/hr
11. This Remuneration will be payable once per month between 1<sup>st</sup> and 10<sup>th</sup> day of the following month while this Agreement is in force. UnBlok is entitled to deduct from the Employee's Remuneration, or from any other remuneration in whatever form, any applicable deductions and remittances as required by law.
12. The Employee understands and agrees that any additional remuneration paid to the Employee in the form of bonuses or other similar incentive remuneration will rest in the sole discretion of UnBlok and that the Employee will not earn or accrue any right to incentive remuneration by reason of the Employee's employment.
13. UnBlok will reimburse the Employee for all reasonable expenses, in accordance with UnBlok's lawful policies as in effect from time to time, including but not limited to, any travel and entertainment expenses incurred by the Employee in connection with the business of UnBlok. Expenses will be paid within a reasonable time after submission of acceptable supporting documentation.

**Place of Work**

14. The Employee's primary place of work will be at the following location:
  - Work from home.

**Time of Work**

15. The Employee's normal hours of work, including breaks, ("Normal Hours of Work") are as follows: 5:00 am to 7:00 am and in the evenings as deemed convenient by the teacher and the student.
16. However, the Employee will, on receiving reasonable notice from UnBlok, work additional hours and/or hours outside of the Employee's Normal Hours of Work as deemed necessary by UnBlok to meet the business needs of UnBlok.

**Employee Benefits**

17. The Employee will be entitled to only those additional benefits that are currently available as described in the lawful provisions of UnBlok's employment booklets, manuals, and policy documents or as required by law.
18. UnBlok discretionary benefits are subject to change, without compensation, upon UnBlok

providing the Employee with 60 days written notice of that change and providing that any change to those benefits is taken generally with respect to other employees and does not single out the Employee.

### **Annual Leave**

19. The Employee will be entitled to the following paid annual leave each year during the term of this Agreement, or the amount of paid annual leave as entitled by law, whichever is greater:
  - NA.
20. The times and dates for any leave will be determined by mutual agreement between UnBlok and the Employee.

### **Conflict of Interest**

21. During the term of the Employee's active employment with UnBlok, it is understood and agreed that any business opportunity relating to or similar to UnBlok's actual or reasonably anticipated business opportunities (with the exception of personal investments in less than 5% of the equity of a business, investments in established family businesses, real estate, or investments in stocks and bonds traded on public stock exchanges) coming to the attention of the Employee, is an opportunity belonging to UnBlok. Therefore, the Employee will advise UnBlok of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of UnBlok.
22. During the term of the Employee's active employment with UnBlok, the Employee will not, directly or indirectly, engage or participate in any other business activities that UnBlok, in its reasonable discretion, determines to be in conflict with the best interests of UnBlok without the written consent of UnBlok.

### **Confidential Information**

23. The Employee acknowledges that, in any position the Employee may hold, in and as a result of the Employee's employment by UnBlok, the Employee will, or may, be making use of, acquiring or adding to information which is confidential to UnBlok (the "Confidential Information") and the Confidential Information is the exclusive property of UnBlok.
24. The Confidential Information will include all data and information relating to the business and management of UnBlok, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by the Employee, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customer Information.

25. The Confidential Information will also include any information that has been disclosed by a third party to UnBlok and is governed by a non-disclosure agreement entered into between that third party and UnBlok.
  
26. The Confidential Information will not include information that:
  - a. Is generally known in the industry of UnBlok;
  - b. Is now or subsequently becomes generally available to the public through no wrongful act of the Employee;
  - c. Was rightfully in the possession of the Employee prior to the disclosure to the Employee by UnBlok;
  - d. Is independently created by the Employee without direct or indirect use of the Confidential Information; or
  - e. The Employee rightfully obtains from a third party who has the right to transfer or disclose it.
  
27. The Confidential Information will also not include anything developed or produced by the Employee during the Employee's term of employment with UnBlok, including but not limited to, any intellectual property, process, design, development, creation, research, invention, know-how, trade name, trade-mark or copyright that:
  - a. Was developed without the use of equipment, supplies, facility or Confidential Information of UnBlok;
  - b. Was developed entirely on the Employee's own time;
  - c. Does not result from any work performed by the Employee for UnBlok; and
  - d. Does not relate to any actual or reasonably anticipated business opportunity of UnBlok.

**Duties and Obligations Concerning Confidential Information**

28. The Employee agrees that a material term of the Employee's contract with UnBlok is to keep all Confidential Information absolutely confidential and protect its release from the public. The Employee agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Employee has obtained or which was disclosed to the Employee by UnBlok as a result of the Employee's employment by UnBlok. The Employee agrees that if there is any question as to such disclosure then the Employee will seek out senior management of UnBlok prior to making any disclosure of UnBlok's information that may be covered by this Agreement.
29. The Employee agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages, would cause irreparable injury to UnBlok, would gravely affect the effective and successful conduct of UnBlok's business and goodwill, and would be a material breach of this Agreement.
30. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Employee in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for five (5) years from the date of such expiration or termination, except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.
31. The Employee may disclose any of the Confidential Information:
- a. To a third party where UnBlok has consented in writing to such disclosure; or
  - b. To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body after providing reasonable prior notice to UnBlok.
32. If the Employee loses or makes unauthorized disclosure of any of the Confidential Information, the Employee will immediately notify UnBlok and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

**Ownership and Title to Confidential Information**

33. The Employee acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of UnBlok. Accordingly, the Employee specifically agrees and acknowledges that the Employee will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright,

trade-marks or trade names, notwithstanding the fact that the Employee may have created or contributed to the creation of the Confidential Information.

34. The Employee waives any special rights that the Employee may have with respect to the Confidential Information.
35. The Employee agrees to immediately disclose to UnBlok all Confidential Information developed in whole or in part by the Employee during the Employee's term of employment with UnBlok and to assign to UnBlok any right, title or interest the Employee may have in the Confidential Information. The Employee agrees to execute any instruments and to do all other things reasonably requested by UnBlok, both during and after the Employee's employment with UnBlok, in order to vest more fully in UnBlok all ownership rights in those items transferred by the Employee to UnBlok.

#### **Return of Confidential Information**

36. The Employee agrees that, upon request of UnBlok or upon termination or expiration, as the case may be, of this employment, the Employee will turn over to UnBlok all Confidential Information belonging to UnBlok, including but not limited to, all documents, plans, specifications, disks or other computer media, as well as any duplicates or backups made of that Confidential Information in whatever form or media, in the possession or control of the Employee that:
  - a. May contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
  - b. Is connected with or derived from the Employee's employment with UnBlok.

#### **Contract Binding Authority**

37. Notwithstanding any other term or condition expressed or implied in this Agreement to the contrary, the Employee will not have the authority to enter into any contracts or commitments for or on the behalf of UnBlok without first obtaining the express written consent of UnBlok.

#### **Termination Due to Discontinuance of Business**

38. Notwithstanding any other term or condition expressed or implied in this Agreement, in the event that UnBlok will discontinue operating its business at the location where the Employee is employed, then, at UnBlok's sole option, and as permitted by law, this Agreement will terminate as of the last day of the month in which UnBlok ceases operations at such location with the same force and effect as if such last day of the month were originally set as the Termination Date of this Agreement.

**Termination of Employment**

39. Where there is just cause for termination, UnBlok may terminate the Employee's employment without notice, as permitted by law.
40. The Employee and UnBlok agree that reasonable and sufficient notice of termination of employment by UnBlok is the greater of 30 days or any minimum notice required by law.
41. If the Employee wishes to terminate this employment with UnBlok, the Employee will provide UnBlok with the greater of 30 days and the minimum required by law. As an alternative, if the Employee co-operates with the training and development of a replacement, then sufficient notice is given if it is sufficient notice to allow UnBlok to find and train the replacement.
42. The Termination Date specified by either the Employee or UnBlok may expire on any day of the month and upon the Termination Date UnBlok will forthwith pay to the Employee any outstanding portion of the remuneration including any accrued annual leave and banked time, if any, calculated to the Termination Date.
43. Once notice has been given by either party for any reason, the Employee and UnBlok agree to execute their duties and obligations under this Agreement diligently and in good faith through to the end of the notice period. UnBlok may not make any changes to remuneration or any other term or condition of this Agreement between the time termination notice is given through to the end of the notice period.

**Remedies**

44. In the event of a breach or threatened breach by the Employee of any of the provisions of this Agreement, the Employee agrees that UnBlok is entitled to a permanent injunction, in addition to and not in limitation of any other rights and remedies available to UnBlok at law or in equity, in order to prevent or restrain any such breach by the Employee or by the Employee's partners, agents, representatives, servants, employees, and/or any and all persons directly or indirectly acting for or with the Employee.

**Severability**

45. UnBlok and the Employee acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.



**Notices**

46. Any notices, deliveries, requests, demands or other communications required here will be deemed to be completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the following addresses or as the parties may later designate in writing:

- **UnBlok:**

Name: UnBlok

Address: 260, 5th B Cross Rd, Hal, HAL 3rd Stage, New Tippasandra, Bengaluru, Karnataka 560075

Email: contact@unblok.in

- **Employee:**

Name: Neha Kumari

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Modification of Agreement**

47. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorised representative of each party.

**Governing Law**

48. This Agreement will be construed in accordance with and governed by the laws of Karnataka.

**Definitions**

49. For the purpose of this Agreement the following definitions will apply:

- a. 'Work Product' means work product information, including but not limited to, work product resulting from or related to work or projects performed or to be performed for UnBlok or for clients of UnBlok, of any type or form in any stage of actual or anticipated research and development.
- b. 'Computer Software' means computer software resulting from or related to work or projects performed or to be performed for UnBlok or for clients of UnBlok, of any type or form in any stage of actual or anticipated research and development, including but not limited to, programs and program modules, routines and

[www.UnBlok.in](http://www.UnBlok.in) | [contact@unblok.in](mailto:contact@unblok.in) | +91 9900226245

- subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs.
- c. 'Other Proprietary Data' means information relating to UnBlok's proprietary rights prior to any public disclosure of such information, including but not limited to, the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets).
  - d. 'Business Operations' means operational information, including but not limited to, internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting UnBlok's business.
  - e. 'Marketing and Development Operations' means marketing and development information, including but not limited to, marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of UnBlok which have been or are being considered.
  - f. 'Customer Information' means customer information, including but not limited to, names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of UnBlok.
  - g. 'Termination Date' means the date specified in this Agreement or in a subsequent notice by either the Employee or UnBlok to be the last day of employment under this Agreement. The parties acknowledge that various provisions of this Agreement will survive the Termination Date.

**General Terms****50. Dignity and Respect**

- a. All team members and the students (including parents) you interact with must be treated with dignity and respect irrespective of their gender, caste, religion, views and beliefs.
- b. Any kind of harassment, bullying (unexpected and indecent behavior to violate a person's dignity whose views, beliefs, gender, sexual orientation, disability, skin tone, caste or religion differs from your own) will not be tolerated at any cost. If a report arises, such behavior may lead to termination.

**51. Students and faculty**

- a. All students and faculty must be treated with respect irrespective of their intellectual capabilities.
- b. No favoritism or partiality is encouraged.
- c. Your behavior with the student or other staff must be calm at all times and fights on any issues are not entertained.
- d. Having personal relationships with the students and faculty which may damage the reputation of UnBlok is strictly prohibited.
- e. Collecting and misusing personal information such as phone numbers, email ids, postal address etc. is prohibited.

**52. At UnBlok**

- a. It shall be the teacher's responsibility to make the students mark their attendance and provide feedback at the end of every class.
- b. Serious matters should be brought to the notice of the head.
- c. Inputs from the mentor should be seriously considered. Taking matters personally is advised against.
- d. The standards and integrity of UnBlok must be maintained.
- e. Confidential information pertaining to UnBlok shall not be shared among a party who is not related to UnBlok.
- f. Alternative arrangements to be in place at all times should a system fail (computer, internet or any other tools and accessories).
- g. Irregularities and irresponsibility will not be accepted at any cost.
- h. Adjustments in the number of classes, timings or schedule must be planned well in advance and should be executed effectively.
- i. If you wish to resign, you should do so with a suitable replacement or should bring to notice at least 30 days in advance of the intended last working day.

- j. Gadgets, accessories and equipment provided by UnBlok shall remain a property of UnBlok and any costs due to damage and improper maintenance shall be borne by the user.

### **General Provisions**

- a. Time is of the essence in this Agreement.
- b. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- c. No failure or delay by either party to this Agreement in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
- d. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of UnBlok and the Employee.
- e. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- f. If, at the time of execution of this Agreement, there is a pre-existing employment agreement still in effect between the parties to this Agreement, then in consideration of and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, this Agreement will supersede any and all pre-existing employment agreements between UnBlok and the Employee. Any duties, obligations and liabilities still in effect from any pre-existing employment agreement are void and no longer enforceable after execution of this Agreement.
- g. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**UNBLOK:**

UnBlok

Per:  Learn for Life

**EMPLOYEE:**

