

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”), dated as of the 6/1/2021, by and Cotiviti India Private Limited, with offices at 4th and 5th Floor , Western Pearl 8 D, Sy . NO 13 Kondapur, Hyderabad, Telangana – 500084 (“**Disclosing Party/Cotiviti**”); Mr. Chekkera Chaitanya Reddy
S/o. Chekkera Venkata reddy, R/o. Venkatapuram, Giddalur
 (“**Receiving Party/Employee**”), and (both parties are collectively referred to as the “**Parties**” and individually as a “**Party**”).

WHEREAS, Cotiviti wishes to engage the above-mentioned Employee to provide certain services and while providing such services the Employee shall receive certain information which is confidential to Cotiviti in discussions regarding a potential business relationship (the “**Relationship**”); and

Purpose:

The purpose of this Agreement is to create legal obligations with Cotiviti with respect to the Confidential Information that is communicated to, acquired or learned by Employee in the course of, before, during, or after the employment, or as a result of his/her employment, or otherwise. This Agreement combines a non-disclosure, a non-compete, intellectual property assignment, a non-solicitation and a non-circumvention Agreement. This Agreement also has Exhibits A, B, C and D that are willfully accepted by the Employee, as applicable.

Scope:

In consideration of the mutual promises, terms, covenants, and conditions set forth in this Employee Non-Disclosure and Intellectual Property Assignment Agreement (hereinafter referred to as “**Agreement**”) and the performance of each Party/Parties, it is hereby agreed as follows:

NOW THEREFORE, in consideration of the above premises the Parties agree as follows:

1. Confidential Information.

a. “**Confidential Information**” means all information disclosed to, or otherwise acquired or observed by, a Receiving Party including its affiliated companies, directors, officers and employees (collectively, “**Receiving Party’s Representatives**”), from the Disclosing Party and its affiliated companies, relating to the business of the Disclosing Party, whether communicated in writing, orally, electronically, photographically, or in recorded or any other form, including, but not limited to, PHI, PII, sales and operating information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data, media, know-how, designs, drawings, specifications, software programs, software documentation, software source codes, technical information, concepts, inventions, reports, methods, processes, techniques, operations.

b. The term "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by Employee in breach of this Agreement; (ii) was available to Employee on a non-confidential basis as shown in written records prior to its disclosure to Employee by Disclosing Party; (iii) becomes available to Employee on a non-confidential basis from a source other than Disclosing Party; provided that such source is not bound by a confidentiality agreement with Disclosing Party or is otherwise prohibited from transferring the information to Employee by a contractual, legal or fiduciary obligation; or (iv) is independently developed by Employee without any use of or benefit from the Confidential Information and such independent development can be documented by Employee with written records.

2. Non-disclosure. In consideration for the receipt of Confidential Information, Employee shall hold all Confidential Information in confidence and with the same degree of care it uses to keep its own similar information confidential, but in no event shall it use less than a reasonable degree of care; and shall not, without the prior written consent of Disclosing Party, disclose such information to any person for any reason at any time; provided, however, it is understood that Employee may disclose only that portion of the Confidential Information reasonably necessary to accomplish the intended purposes of the disclosure to those of the Receiving Party's Representatives who actually need such material for the purpose of evaluating the proposed Relationship on the condition that, prior to such disclosure, such Receiving Party's Representatives are subject to an agreement with confidentiality provisions no less stringent than those set forth herein. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.

3. Use. Employee shall not use any Confidential Information for any reason or purpose other than as necessary in regard to the Relationship. Employee will notify Disclosing Party promptly in the event of an unauthorized disclosure by Employee. In the event of a breach or threatened breach of this Agreement, Disclosing Party will have the right to audit and monitor, at its own expense and upon reasonable notice, all activities that involve Disclosing Party's Confidential Information.

4. Ownership. The Confidential Information is the sole property of the Disclosing Party. The Employee does not hereby, and shall not acquire by implication or otherwise, any right in or title to or license in respect of the Confidential Information.

5. Compelled Disclosure. If Employee or any of Receiving Party's Representatives is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, it is agreed that Employee or such Receiving Party's Representative, as the case may be, will provide Disclosing Party with prompt notice of such request(s) so that Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. If a protective order or other remedy cannot be obtained, Employee or such Receiving Party's Representative may furnish that portion of the Confidential Information which Employee is legally compelled to disclose and will exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

6. Return of Confidential Information.

c. Promptly following the earlier of (i) the termination of this Agreement or (ii) the written request of Disclosing Party, Employee will destroy or deliver to Disclosing Party all documents or other materials furnished by Disclosing Party to Employee constituting Confidential Information, together with all copies thereof, including all electronic and digital copies in the possession of Employee. In the event of such request, all other documents or other materials constituting Confidential Information, together with all copies thereof in the possession of Employee, will be destroyed with any such destruction confirmed by Employee in writing to Disclosing Party.

Confidential Information, including permitted copies, shall be deemed the property of the Disclosing Party. The Employee shall, within twenty (20) days of a written request by the Disclosing Party, return all Confidential Information (or any designated portion thereof), including all copies thereof, to the Disclosing Party or, if so directed by the Disclosing Party, destroy such Confidential Information. The Employee shall also, within ten (10) days of a written request by the Disclosing Party, certify in writing that it has satisfied its obligations under this paragraph.

7. Health Insurance Portability and Accountability (HIPAA) Privacy Clause:

Employee agrees at all times during the term of his/her employment with Cotiviti, and thereafter, to follow HIPAA Privacy Clause followed by Cotiviti for data, information, systems and network security as applicable. Violation, if any could result in disciplinary action including termination of Services

8. Former Employer Information:

Employee agrees that he/she will not, during his/her employment with Cotiviti, improperly use or disclose any confidential, proprietary information or trade secrets of his/her former employers or companies, if any, and that Employee will not bring onto the premises of the Cotiviti, any unpublished document or any property belonging to his/her former employers or companies, if any, unless consented to in writing by the said employers or companies.

9. Third Party Information:

Employee recognizes that Cotiviti has received and will receive Confidential Information in future from third Parties and use it only for certain limited purposes. Employee agrees that he/she owe Cotiviti and such third Parties during the term of his/her employment with Cotiviti and thereafter, a duty to hold all such Confidential Information in the strictest confidence and not to disclose it to any Person, firm or corporation or to use it except where deemed necessary in performing his/her work for Cotiviti consistent with Cotiviti's Agreement with such third Parties.

10. Retaining and Assigning Inventions and Original Works

Employee hereby voluntarily agrees and accepts Exhibit A. Exhibit A consists of a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by Employee prior to his/her relationship with Cotiviti (collectively referred to as "Prior Inventions") which belong to Employee, and which are not assigned to Cotiviti or to any other entity thereof). If no such list is attached, Employee represents that there are no such inventions. If, in the course of employment with Cotiviti, Employee incorporate into a Cotiviti product, process, or machine, technology, discovery, a Prior Inventions owned by Employee, Cotiviti is hereby granted and shall have an exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process, technology, machine or discovery. In such an event Cotiviti shall have ownership on such Prior Inventions which is included in the product, process, technology, machine or discovery.

11. Inventions and Original Works Assigned to Cotiviti:

Employee agrees that he/she will promptly make full written disclosure to Cotiviti, will hold in trust for the sole right and benefit of Cotiviti, and will assign to Cotiviti all his/her right, title, and interest in and to any and all inventions, discoveries, developments, improvements, technology, trade secrets, computer programs, know-how, designs, formulae, or original works of authorship which Employee may, solely or jointly conceive, or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, (collectively referred to as "Inventions") during the course of his/her employment with Cotiviti. Employee hereby agrees to waive all his/her moral and special rights in favor of Cotiviti.

Employee acknowledges that all original works of authorship that are made (solely or jointly with others) within the scope of his/her employment, and which are protectable by copyright are "works made for hire," as defined under the Indian Copyright Act, 1957.

12. Conflicting Relationship:

Employee agrees that, during the term of his/her employment with Cotiviti, will not engage in any other employment, occupation, consultation or other business activity directly related to the business in which Cotiviti is now involved or becomes involved during his/her tenure, nor will engage in any other activities that conflict with his/her obligations to Cotiviti. Further Employee may subsequently agree to comply with terms and conditions that are in addition to other terms and conditions contained in this Agreement. In such case Employee agree to comply fully with such additional terms and conditions, as well as the terms and conditions in this Agreement.

13. Notification of New Employer:

In the event that Employee leave the employment of Cotiviti, Employee hereby consent to notify his/her new employer about his/her rights and obligations of Cotiviti under this Agreement.

14. Conflict of Interest Guidelines and Disciplinary Action Guidelines:

Employee agrees to diligently adhere to the Conflict of Interest guidelines and Disciplinary Action Guidelines attached as Exhibit C and D, respectively hereto.

15. Representations:

Employee represents that his/her performance of all the terms of this Agreement will not breach any Agreement to keep in confidence, proprietary information acquired by Employee in confidence prior to his/her employment by Cotiviti. Employee have not entered into, and agreed not to enter into, any oral or written Agreement in conflict herewith.

a. Involuntary Termination in any other case:

In case Employee violates any of the provisions under this Agreement or the "Conflict of Interest Guidelines" as mentioned in Exhibit C, and "Disciplinary Action Guidelines" as mentioned in Exhibit D of this Agreement, his/her employment shall stand terminated with immediate effect by signing Exhibit- B (Termination Certificate). This clause shall not prohibit Cotiviti from seeking other equitable remedies under law.

16. Non-Compete clause:

The Employee shall not engage himself/herself in any capacity in employment, business or in any relationship that is directly or indirectly in competition with Cotiviti, its affiliates, subsidiaries, divisions of the Cotiviti, for the term of this Agreement and for a period of 12 months from the date of separation of the Cotiviti. The Employee shall make good the losses, if any, incurred by Cotiviti in case of breach of this clause.

The Employee shall be assigned duties and responsibilities that are generally within his/her capabilities. Employee shall not engage in any other business activity for any gain or profit or other pecuniary advantage, during his/her tenure of employment with Cotiviti. Employee shall ensure that his/her acts are bona fide towards business of Cotiviti. Employee shall enforce self-discipline towards him/her, and others and ensure that day to day business runs smoothly. Employee shall utilize Cotiviti time and resources provided only for the benefit of the business of Cotiviti.

17. No Warranties: Cotiviti shall not make any representation or warranty as to the accuracy or completeness of the Confidential Information. Each party warrants that it has the authority to enter into this Agreement for itself and its corporate affiliates.

18. No Obligation. Cotiviti shall not make any commitment or incur any expense or charge for or in the name of the other Party. Cotiviti shall not have any obligation by virtue of this Agreement to procure any products or services from the other Party. Neither execution nor performance of this Agreement shall be construed or deemed to have established any joint venture or partnership or have created the relationship of principal and agent between the Parties.

19. No Reverse Engineering: Employee shall not decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, techniques or algorithms in Confidential Information by any means whatsoever, except as may be specifically authorized in advance by Cotiviti in writing.

20. The parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

21. This Agreement shall be effective as of the date first written above and shall continue for a period of five (5) year from such date.

22. This Agreement may not be assigned by either party without prior written consent of the other. No permitted assignment shall relieve the Employee of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment. Any assignment in violation of this Paragraph shall be void. This Agreement shall be binding upon the parties' respective successors and assigns.

23. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

24. Remedies. Employee acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this agreement by Employee and that any such breach would cause Disclosing Party irreparable harm. Accordingly, Employee also agrees that, in the event of any breach or threatened breach of this Agreement, Disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

25. Governing Law. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Hyderabad, Telangana.

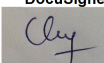
26. Severability. If any provision of this Agreement shall be declared invalid, void or unenforceable, then such provision shall be changed and interpreted so as to best accomplish the objectives of this Agreement within the limits of applicable law or precedence; the remaining terms and provisions of this Agreement shall remain in full force and effect as if the invalid, void or unenforceable provision had not been contained herein.

27. Waivers. No failure on the part of Cotiviti to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law. Any failure of a Party to comply with any obligation contained in this Agreement may be waived by the Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver, which instrument makes specific reference to this Agreement and the provision to which it relates and describes the right or obligation consented to, waived or purported to be violated.

28. Entire Agreement; No Assignment; Counterparts. This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may not be assigned by Employee by operation of law or otherwise without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided that each Party may assign this Agreement to an affiliated entity or in connection with an acquisition of all or substantially all of such Party's assets. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the parties with the same effect as if all the signatures were upon the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date and year first above written.

By:

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Employee Name: Chekkera Chaitanya Reddy

Title: Database Developer

Date Signed: 6/1/2021

COTIVITI INDIA PRIVATE LIMITED

DocuSigned by:

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Name: Mastan Kopuri

Title: Senior Executive HR

Date Signed: 6/1/2021

Exhibit A**List of Prior Inventions and Original Works of Authorship**

Employee hereby discloses the complete list of his/her inventions or improvements or related works which are relevant to his/her employment with Cotiviti that have been made or conceived or first reduced to practice by Employee alone, or jointly with others, prior to his/her employment by Cotiviti that is desired to remove from the operation of the Employee Non-Disclosure and Intellectual Property Assignment Agreement.

_____ No Inventions or Improvements

_____ See Below:

Title	Date	Identifying Number Or Brief Description
_____	_____	_____

Exhibit B**Termination Certification**

This is to certify that Employee do not have in his/her possession, nor have failed to return any devices, records, data, notes, reports, software or hardware, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to the Cotiviti, its subsidiaries, affiliates, successors or assigns.

Employee further certify that he/she have complied with all the terms of the Cotiviti's Employee Non- Disclosure and Intellectual Property Assignment Agreement and Employee signed the Agreement, including the reporting of any Inventions (as defined therein), conceived or made (solely or jointly with others) covered thereunder.

Employee further agrees that, in compliance with the Employee Non-Disclosure and Intellectual Property Assignment Agreement Employee will preserve all trade secrets, confidential knowledge, data or other information relating to product ideas, processes, formulas, data and know-how, software and other computer programs and copyrightable materials, mask work rights, marketing plans and strategies, sales and financial reports and forecasts, customer lists and information about the Cotiviti's employees as Confidential Information.

The Cotiviti can take any legal action in case of disclosure of any confidential information that directly or indirectly affects the Cotiviti.

Exhibit C

Cotiviti India Private Limited

Conflict of Interest Guidelines

It is the policy of Cotiviti India Private Limited to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all employees must avoid activities that are in conflict with these principles and with the interests of the Cotiviti. The following are potentially compromising situations, which must be avoided. Any exceptions must be reported to the Reporting Manager or any person in his/ her rank and written approval for continuation must be obtained.

1. Accepting or offering substantial gifts, excessive entertainment, favors or payments that may be deemed to constitute undue influence or otherwise be improper or embarrassing to Cotiviti.
 2. Participating in civic or professional organizations that might involve divulging confidential information of Cotiviti.
 3. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.
 4. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment of directorship might influence in any manner a decision or course of action of Cotiviti.
 5. Borrowing from or lending to employees, customers or suppliers.
 6. Acquiring real estate of interest to Cotiviti.
 7. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
 8. Making any unlawful agreements with distributors with respect to prices.
 9. Engaging in any conduct which is not in the best interest of Cotiviti.
 10. Utilizing Cotiviti time and resources to work on inventions that Cotiviti is not interested in.
- Employee will take all necessary action to ensure comply with these guidelines and to bring problem areas to the attention of the management for its review.

Exhibit D

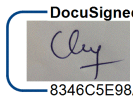
Cotiviti India Private Limited

Disciplinary Action Guidelines

The following are the activities that will invite disciplinary action by Cotiviti:

1. Revealing or misusing Confidential Information to outsiders. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Cotiviti is intended.
2. Initiating or approving any form of personal or social harassment of employees.
3. Improperly using or disclosing to Cotiviti any proprietary information or trade secrets of any former employer or other person or entity with whom obligations of confidentiality exist.
4. Improperly using or authorizing the use of any inventions that are the subject of patent claims of any other person or entity.
5. Any misrepresentation of the Cotiviti, in a manner and form not authorized by Cotiviti, any fraud or willful misconduct that has resulted, or is likely to result, in material damage to Cotiviti.
6. Any illegal usage of the Internet Servers of Cotiviti for accessing the Internet. This will include visiting web sites that are not meant for Cotiviti Work.
7. Sending out e-mails that has Cotiviti's confidential information or any other concerning Cotiviti information to other addresses/locations and not in the regular course of Cotiviti work.
8. Use of any undue influence to gain or attempt to gain promotion, leave, favorable assignment or other individual benefit or advantage
9. Any other act that endangers the safety, health or well-being of other employees or which is of sufficient magnitude that the consequences thereof cause or act to cause disruption of work or gross discredit to Cotiviti.

By:

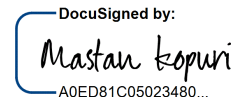
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Employee Name: Chekkera Chaitanya Reddy

Title: Database Developer

Date Signed: 6/1/2021

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Name: Mastan Kopuri

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