NON-DISCLOSURE AGREEMENT

This Agreement date \_\_\_\_\_\_\_\_\_\_\_\_ is between

Datalabs AI Private Limited

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Employee).

In consideration of and as a condition of Datalabs AI Private Limited employing the employee and Datalabs AI Private Limited providing the confidential information to the employee in addition to other valuable considerations, the receipt and sufficiency of which consideration is hereby acknowledged, the parties of this agreement agree as follows

# Company’s Trade Secrets

In the performance of Employee's job duties with Company, Employee will be exposed to Company's Confidential Information. "Confidential Information" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

* 1. technical information concerning Company's products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;
  2. information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
  3. information concerning Company's employees, including salaries, strengths, weaknesses and skills;
  4. information submitted by Company's customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use; and
  5. any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business.

# Nondisclosure of Trade Secrets

Employee shall keep Company's Confidential Information, whether or not prepared or developed by Employee, in the strictest confidence. Employee will not disclose such information to anyone outside Company without Company's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than Company.

# Return of Materials

When Employee's employment with Company ends, for whatever reason, Employee will promptly deliver to Company all originals and copies of all documents, records, designs, customer data and any other containing any Confidential Information. Employee will also return to Company all equipment, files, software designs and other personal property belonging to Company or company's client.

# Non- Solicitation

The Promisor shall not during or any time after the termination of his contract with the company for a period of one (1) year agrees that he/she will, either directly or indirectly, a) hire or contract for services of any employee of company or any other person as an independent contractor; b) solicit or have any discussion with any employee of Datalabs AI Private Limited or any other person as an independent contractor, concerning consulting assignment or independent contracting with any other entity; or c) induce or attempt to influence any employee or any other person as an independent contractor to terminate any consulting assignment or other contractual arrangement. d) Try to sell/discuss or attempt to recreate/replicate the model of company without the written permission letter of company.

# General Provisions

* 1. Relationships: Nothing contained in this Agreement shall be deemed to make Employee a partner or joint venture of Datalabs AI Private Limited for any purpose.
  2. Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both Datalabs AI Private Limited and Employee.
  3. Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
  4. Injunctive Relief: Any misappropriation of any of the Confidential Information in violation of this agreement may cause Datalabs AI Private Limited irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that Company shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Company deems appropriate. This right is to be in addition to the remedies otherwise available to Datalabs AI Private Limited.
  5. Indemnity: Employee agrees to indemnify Datalabs AI Private Limited against any and all losses, damages, claims or expenses incurred or suffered by Company as a result of Employee's breach of this Agreement.
  6. Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

# Signatures

Employee has carefully read all of this agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect Datalabs AI Private Limited's interests. Employee has received a copy of this agreement was signed by the parties.

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# Employee Signature:

# Employee Name:

# Date:

**Place:**