

Confidentiality Agreement

This agreement is made between T. Gomathi ("Employee") and ClaySys Technologies on 14.04 2023.

Employee will perform services for ClaySys Technologies that may require ClaySys Technologies to disclose confidential and proprietary information ("Confidential Information") to Employee. (Confidential Information is information and data of any kind concerning any matters affecting or relating to ClaySys Technologies, the business or operations of ClaySys Technologies, and/or the products, drawings, plans, processes, or other data of ClaySys Technologies not generally known or available outside of the company.)

Accordingly, to protect the Confidential Information that will be disclosed during employment, the Employee agrees as follows:

- A. Employee will hold the Confidential Information received from ClaySys Technologies in strict confidence and will exercise a reasonable degree of care to prevent disclosure to others.
- B. Employee will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by ClaySys Technologies management.
- C. Employee will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for ClaySys Technologies.
- D. Employee will, upon request or upon termination of his/her relationship with ClaySys Technologies, deliver to [Company Name] any drawings, notes, documents, equipment, and materials received from [Company Name] or originating from employment with ClaySys Technologies.
- E. ClaySys Technologies will have the sole right to determine the treatment of all inventions, writings, ideas and discoveries received from Employee during the period of employment with ClaySys Technologies, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name, or to follow any other procedure as ClaySys Technologies may deem appropriate.
- F. ClaySys Technologies reserves the right to take disciplinary action, up to and including termination, for violations of this agreement in addition to pursuing civil or criminal penalties.



G. This agreement will be interpreted under and governed by the laws of the state of Kerala.

H. All provisions of this agreement will be applicable only to the extent that they do not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this agreement invalid, illegal or unenforceable. If any provision of this agreement or any application thereof will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this agreement or of any other application of such provision will in no way be affected thereby.

Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:

(1) Immunity—An individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) Use of Trade Secret Information in Anti-Retaliation Lawsuit—An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal and (B) does not disclose the trade secret, except pursuant to court order.

Employee represents and warrants that he or she is not under any pre-existing obligations inconsistent with the provisions of this agreement.

Signing below signifies that the Employee agrees to the terms and conditions of the agreement stated above.

T Gomathi

Employee Name

T Gomathi

Employee Signature

14.04.2023

Date

ClaySys Technologies Representative Name

ClaySys Technologies Representative Signature

Date