



EMPLOYMENT AGREEMENT

BETWEEN

eDataWorld LLC.

AND

Eeswara Chandra Chamarthi

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EMPLOYMENT AGREEMENT
WITH eDataWorld LLC.

This agreement is made this June 24th 2013, between eDataWorld LLC.,(hereinafter referred to as "EMPLOYER")having one of its principal place of business at 11335 NE 122nd Way, Suite 105 Kirkland WA 98034 and **Eeswara Chandra Chamarthi** residing at 1014 n plum grove rd apt 204, Schaumburg, IL 60173. (Here in after EMPLOYEE).

WHEREAS, EMPLOYER is in the business of providing consulting services for computer software, programming technology, ad related subject matter for customer clients (hereinafter referred to as "clients");and

WHEREAS, EMPLOYEE currently desires to be employed by EMPLOYER in the capacity of **IT Analyst** and agrees to perform work on client's projects, as assigned by EMPLOYER; and WHEREAS, EMPLOYER agrees to employ EMPLOYEE in accordance with terms provided herein;

WHEREAS, the parties desire to enter into a contractual agreement and

WHEREAS, the parties have agreed to reduce their entire understanding and agreement to writing;

NOW, THEREFORE, in exchange for the mutual promises, Covenants and conditions set forth herein, and for other valuable consideration, the parties agree as follows:

1. TERM

Employment under this agreement will commence and terminate o n the days stated in Exhibit "A" attached hereto and mad e part hereof and shall continue i n effect unless terminated by EMPLOYER or EMPLOYEE in accordance with provisions of paragraphs 15 hereof under no circumstances is EMPLOYER to be limited in its ability to terminate employment as specified in paragraphs 16 herein below and as more particularly delineated in paragraph 26.

2. DUTIES

- A. EMPLOYEE shall perform all duties assigned, including but not limited to, computer programming, software development, systems analysis, professional engineering, consulting, technical documentation, or other specialized technical work as directed by EMPLOYER for EMPLOYER'S clients.
- B. EMPLOYEE understands and agrees to accept employment even though assignments with EMPLOYER'S Clients may occur at irregular intervals and may involve successive, continuing1 or recurring work.
- C. EMPLOYER has the right to require EMPLOYEE'S attendance for meetings at locations it directs.
- D. EMPLOYEE represents that he/she will regularly and typically exercise sound discretion and independent judgment with respect to matters entrusted to him/her while in the performance of his/her services to EMPLOYER'S Clients. EMPLOYEE further agrees to exert best efforts and to conduct himself/herself in a professional manner at all times while on assignment with EMPLOYER'S Clients.

3. WORKING HOURS AND ATTENDANCE

Subject to Exhibit "A", while performing work at Client's site, EMPLOYEE shall work the hours typically worked by Client's employees. EMPLOYEE covenants to devote all his agreed working time to his duties subject to the control of EMPLOYER, and to serve diligently and according to the best of his ability in all respects. EMPLOYEE shall notify both Client and EMPLOYER if, for any reason, he/she cannot be present where and when expected for work assignment.

4. PERFORMANCE AND SUPERVISION

A. EMPLOYEE agrees to adhere to all applicable policies, procedures and rules of EMPLOYER.

B EMPLOYEE's performance is subject to the review and approval of EMPLOYER and Client in accordance with Exhibit "A". EMPLOYEE'S immediate supervisor at EMPLOYER is the respective Departmental Head , unless otherwise designated .

C. EMPLOYER has the right to direct EMPLOYEE as to when, where, and how EMPLOYEE is to perform the work, even though EMPLOYEE is working for a client at the direction of the EMPLOYER.

5. LOCATION

EMPLOYEE agrees to work at such locations as EMPLOYER directs and EMPLOYEE further understands and agrees that while working at Client's sites, he/she is and shall always be deemed an EMPLOYEE of EMPLOYER

6. WAGES AND DEDUCTIONS

EMPLOYER agrees to pay wages to EMPLOYEE as set forth in Exhibit "A" EMPLOYER shall deduct such amounts from EMPLOYEE's compensation as is authorized by applicable law, including amounts attributable to Federal and State withholding for income tax, Social Security and Medicare payments, state disability, and State and Federal unemployment contributions. This is, however, subject to written modifications as may be agreed by both parties but with the express understanding that such modification shall at no time and in no other respect change or modify the remainder of this agreement. In case of any discrepancy regarding the amount due to the EMPLOYER from either the client or the vendor, the EMPLOYER reserves the right to be indemnified by the EMPLOYEE from the latter's pay for any loss sustained by EMPLOYER due to the discrepancy.

7. BENEFITS

EMPLOYER shall pay such amounts required under federal and state law in order to provide EMPLOYEE with all unemployment and/or disability benefits to which EMPLOYEE may be entitled. In addition, EMPLOYEE shall be entitled to benefits set forth in Exhibit "A"

8. REIMBURSEMENT OF EXPENSES

EMPLOYER shall reimburse EMPLOYEE for necessary and ordinary expenses incurred in the course of performing work under this Agreement, provided EMPLOYEE obtains written approval in advance, of the specific type of expenditures. In order to receive reimbursement, EMPLOYEE shall present EMPLOYER with an itemized accounting of each expenditure with supporting receipts and vouchers and any further information that EMPLOYER may request. No reimbursement shall be given for travel to and from work.

9. TIME RECORDS

EMPLOYEE will record on prescribed time records, and in accordance with such procedures as are established by EMPLOYER, his/her hours worked each day for a Client. EMPLOYEE shall obtain on each time record the Client's signature confirming and approving the hours worked by EMPLOYEE prior to submitting any such time record to EMPLOYER. EMPLOYEE agrees that Client approved time records shall be conclusive as to time worked each day by EMPLOYEE. EMPLOYEE further agrees that he/she is responsible for ensuring that such approved time records for the retained time/payment period agreed to between the Client and EMPLOYER is received by EMPLOYER'S accounting office no later than two business days after the end of the period to which the time record applies. EMPLOYEE recognizes that EMPLOYER may elect to modify or supplement the procedures regarding the time records, either orally or in writing, and agrees to be bound by any such modifications or additions.

10. REPORTS

A. EMPLOYEE shall provide his/her immediate supervisor with semi-monthly progress reports regarding his/her work on Client projects. Such reports shall include comments on the time records submitted by EMPLOYEE regarding potential completion of work on Client's project either earlier or later than initially anticipated and any major problems encountered by EMPLOYEE. EMPLOYEE shall also provide any other requested oral or written reports.

B. EMPLOYEE agrees to cooperate fully with any request by EMPLOYER to provide any information, whether orally and/or written, related to the performance of Employee's services including but not limited to, any information required to respond to any questions, claims, defenses and the like raised by any person, party, Client or governmental agency or required in order to prepare or file any claims, defenses, or the like on behalf of or against EMPLOYER.

11. SERVICES OF EMPLOYEE ARE DEEMED PERSONAL

EMPLOYEE must personally perform the work as directed by Client or EMPLOYER. EMPLOYEE may never without authorization delegate, in anyway, that responsibility. EMPLOYEE has no right to hire, supervise, or pay assistants, unless specifically directed in writing by EMPLOYER to do so.

12. EMPLOYMENT AND SERVICES SHALL BE EXCLUSIVE

EMPLOYEE hereby acknowledges that his/her service to EMPLOYER will be full-time and during the term of this agreement he/she shall refrain from performing services for others. EMPLOYEE agrees not to represent, or be in any way connected, either directly or indirectly, with any other business providing similar services as the EMPLOYER during the period of this agreement, without EMPLOYER'S consent. EMPLOYEE may not purchase shares in a company providing the same or similar services as EMPLOYER, should those shares constitute a majority interest and /or grant EMPLOYEE voting rights and/or give him the authority with which he may have influence over its management during this employment.

13. EMPLOYEE REFERRALS

If in the course of performing work for Client, EMPLOYEE becomes aware of the potential opportunity for EMPLOYER to provide additional personnel or other services to Client, EMPLOYEE shall notify his/her EMPLOYER supervisor orally, at the earliest possible time. EMPLOYEE shall relate all pertinent information of which EMPLOYEE is aware.

14. SUSPENSION

If the EMPLOYEE fails to comply with the terms and conditions of this Agreement, but there is no substantial breach, the EMPLOYER may after issuance of an appropriate warning, suspend the EMPLOYEE without pay for 30 days. If EMPLOYEE fails again to comply, he can be dismissed forth with, which shall be deemed for cause. The EMPLOYEE may contest his suspension after being reinstated within seven days in writing, in which case the parties will go to arbitration as described herein below. In the event the employment is terminated, the EMPLOYEE shall nevertheless be bound by the restrictive covenants set forth herein.

15. RESIGNATION AND TERMINATION

A. In the event that EMPLOYEE terminates this Agreement or is terminated with cause prior to Twenty Four (24) months of continuous employment with EMPLOYER, EMPLOYEE shall be liable for the following: (a) liquidated damages including but not limited to, refund of any and all relocation costs paid by EMPLOYER and training & marketing costs incurred by EMPLOYER on behalf of the EMPLOYEE, (b) immediate refund of outstanding advances including, but not limited to, payroll advances and (c) immediate refund of all legal costs relating to immigration matters, if any, incurred by EMPLOYER on behalf of EMPLOYEE.

B. In the event that EMPLOYEE terminates this Agreement or is terminated with cause subsequent to Twenty Four (24) months of continuous employment with EMPLOYER, EMPLOYEE shall be liable for the following: (a) any outstanding legal costs relating to immigration matters payable to EMPLOYER, and (b) immediate refund of all outstanding advances made by EMPLOYER to EMPLOYEE.

C. Contract will end as soon as project ends by default. The EMPLOYER can terminate contact with or without notice to EMPLOYEE. If client terminates the contract, it is applied by default that he will not be employed with EDATAWORLD. If employee is further interested, EDATAWORLD will assign another project.

D. In the event that EMPLOYEE is liable to EMPLOYER for any amount under Sections (A) (B) or (C) hereunder, EMPLOYEE shall pay that amount no later than four teen (14) days following the termination date of EMPLOYEE'S employment with EMPLOYER.

E. EMPLOYEE may resign with or without reason as of a specified date that is at least four (4) weeks after EMPLOYER receives written notice from EMPLOYEE of his/her intention to resign as of the specified date. In the event that EMPLOYEE terminates his/her employment with having given EMPLOYER less than four (4) weeks written notice, EMPLOYEE shall be liable for liquidated damages in the same amount that EMPLOYER would have billed the client, for which the EMPLOYEE was working, for each working day that EMPLOYEE did not work less than the twenty – eight (28) days required pursuant to the notice. If the EMPLOYEE fails to give the notice as stated above, the EMPLOYER reserves the right to withhold EMPLOYEE's last month pay check.

G. Termination of employment shall terminate this Agreement except that the provisions of paragraphs 19, 20, 21 shall survive the termination of employment and be binding as before.

H. EMPLOYEE knowingly and freely agrees that any or all-financial obligations under this clause–Resignation and Termination, may be deducted from any amount due to EMPLOYEE from EMPLOYER at the time of EMPLOYEE's resignation or termination, whether such amounts are due as wages or wages for accumulated vacation time or for any other matter.

16. GROUNDS DEEMED TO BE FOR CAUSE

The definition of the term "with cause", employed and for purposes of interpretation in this Agreement, shall mean any one of the following:

- (a) Dishonesty or infidelity;
- (b) Inability to compatibly work with Clients or co-workers after no less than two separate placements;
- (c) Excessive absenteeism or tardiness; and
- (d) Absenteeism without notice for two days unless incapacitated.
- (e) Poor performance in his/her job duties.
- (f) Any other ground listed in paragraph 17 below

17. RETURN OF PROPERTY

- A. EMPLOYEE also agrees that upon termination of his/her employment with EMPLOYER for any reason, EMPLOYEE will deliver to EMPLOYER all keys, pass cards, identification cards, listings, policy and procedure manuals, memos, letters or other documents or materials of any nature whatsoever in EMPLOYEE's possession or control that was obtained by EMPLOYEE during his/her course of employment by EMPLOYER and/or that related to EMPLOYEE's employment with EMPLOYER.
- B. EMPLOYEE agrees and covenants that upon termination of an assignment with any Client, EMPLOYEE will deliver to the client all keys, pass cards, identification cards, listings, policy and procedure manuals, inventions, record, data, plans, programs, magnetic tapes, card decks, letters, memos or other documents or materials of any nature whatsoever that are in EMPLOYEE's possession or control and that relate to the work assignment or activities of the Client.

18. REPRESENTATIONS

EMPLOYEE warrants that all information provided by EMPLOYEE including, but not limited to that set forth or stated in or at a resume, interview, and references submitted in consideration for employment by EMPLOYER or for assignment to a Client are true to the best of EMPLOYEE's knowledge. EMPLOYEE further warrants that he/she is not restricted by, and has no conflict of interest derived from, any employment or other agreement or any other interest or obligation that would interfere with his/her performing work as directed under this Agreement for EMPLOYER or for any Client or potential Client of EMPLOYER. EMPLOYEE shall inform EMPLOYER immediately should such a restriction or conflict arise. EMPLOYEE understands that any misstatements or lack of candor by EMPLOYEE concerning her/his qualifications or availability to any Client may be grounds for immediate discharge by EMPLOYER for cause and may subject EMPLOYEE to damages for any harm caused to EMPLOYER.

19. COVENANT NOT TO COMPETE OR SOLICIT

- A. During the term of this Agreement and for one year after termination of EMPLOYEE'S relationship with EMPLOYER, for whatever reason, whether such termination was at the insistence of EMPLOYER or EMPLOYEE, and whether with or without cause, EMPLOYEE agrees that he/she shall not, as a principal, employer, stock broker, parent, agent, consultant, independent contractor, employee, or in any other individual or representation capacity:

- (1) Provide or attempt to provide, or solicit the opportunity to provide, directly or indirectly, or advise others of the opportunity to provide, any services of the type set forth in paragraph 2 of this agreement to or for the benefit of any Client (i) to which EMPLOYEE has provided services in any capacity on behalf of EMPLOYER, or (ii) to which EMPLOYEE has been introduced by EMPLOYER or any Client of EMPLOYER, or (iii) about which EMPLOYEE has received information through EMPLOYER or through any Client for which EMPLOYEE has performed services in any capacity on behalf of EMPLOYER; or
 - (2) Retain or attempt to retain, directly or indirectly, for himself/herself or any other party the services of any person, including any of EMPLOYER'S employees, who are providing services to or on behalf of EMPLOYER while EMPLOYEE was employed by EMPLOYER, and to whom EMPLOYEE has been introduced or about whom EMPLOYEE has received information through EMPLOYER or through any Client for which EMPLOYEE has performed services in any capacity on behalf of EMPLOYER.
- B. This prohibition shall be regardless of whether and how such services are to be compensated, i.e. on a salaried, time-and-material, contingent compensation, or other basis.
- C. For purposes of this paragraph, the term "Client" includes any affiliates, customers, and clients of EMPLOYER'S Clients to whom EMPLOYEE has been introduced or about whom EMPLOYEE has received information through EMPLOYER or through any Client for which EMPLOYEE has performed services in any capacity on behalf of EMPLOYER.

20. CONFIDENTIALITY AND NONDISCLOSURE

- A. As used in this Agreement, the term "confidential information" includes but is not limited to, all information belonging to EMPLOYER or EMPLOYER's clients relating to their respective services, products, customers, business methods, strategies and practices, internal operations, pricing and billing, financial data, costs, personnel information (including but not limited to names, educational background, prior experience, and availability), suppliers and supplier contracts and needs, sales lists, technology, software, computer programs and similar documentation, computer systems, inventions, developments, trade secrets of every kind and character, information designated by EMPLOYER or its Clients as confidential, and all other information that might reasonably be deemed confidential.
- B. EMPLOYEE acknowledges that confidential information shall be disclosed to him/her solely for the purpose of assisting him/her in performing his/her duties under this Agreement. Such information and materials are and remain the property of EMPLOYER and its Clients.

- C. EMPLOYEE acknowledges that he/she may use confidential information and materials only during his/her term of employment and solely for the purpose of such employment, and that this right expires upon EMPLOYEE's discharge or resignation. EMPLOYEE, therefore, agrees not to use for his/her benefit or for the benefit of any other person or entity, except as specifically authorized in writing in advance by all owners of such information and materials, or divulge to any person or entity for any reason, any such information and materials related to the business of EMPLOYER, any of its Clients, or their customers, clients and affiliates, either at any time during the term of this agreement or at any time after its termination. EMPLOYEE agrees to take any and all reasonable actions, including those requested by EMPLOYER or Client, to prevent such disclosure and preserve the security of confidential information and materials.
- D. EMPLOYEE further agrees that he/she will not directly or indirectly disclose to any person or entity, including to the Client or to any coworkers, either during or after his/her period of employment, EMPLOYEE'S wage rate and terms, without prior written consent of EMPLOYER (disclosure to spouse or financial institutions shall be permitted so long as further disclosure by such spouse or institution is prohibited).

21. PROPRIETARY RIGHTS

- A. EMPLOYEE shall disclose fully and promptly to EMPLOYER, and up on EMPLOYER'S instructions also to the Client for which the EMPLOYEE is then working, any and all inventions, processes, innovations, discoveries, design s1 techniques, formula, improvements, computer programs and other technical materials relating to business of EMPLOYER or EMPLOYER'S Client which EMPLOYEE shall discover, conceive, make, generate or reduce to practice, alone or jointly with others, during his/her term of employment with EMPLOYER, and resulting from such employment, whether or not they are paten table or copyrightable.
- B. EMPLOYEE agrees to assign to EMPLOYER his/her rights and interests in any inventions, processes, innovations, discoveries and other similar materials, including copyrights to all copyrightable material and all patent rights to all patentable material unless specifically directed otherwise in writing by EMPLOYER to assign it to Client. No rights shall be reserved to EMPLOYEE.
- C. EMPLOYEE agrees to execute and transfer at any time, upon EMPLOYER'S request, any certification, affidavit or other document confirming either the EMPLOYER'S or Client's ownership rights under this paragraph.

D. Up on request, at any time during or after the term of this Agreement, and at the expense of EMPLOYER or its Client for whom the work in question was performed, EMPLOYEE agrees to assist EMPLOYER or Client, including its attorneys, in preparing and prosecuting applications for patents or copyrights relating to such inventions, processes and other materials named in this paragraph. Assistance in preparing and prosecuting such applications shall include assistance regarding litigation and upon EMPLOYER'S request, the execution of all papers and performance of all tasks that may reasonably be necessary to protect the rights of EMPLOYER or Client and to vest in it or its assigns ownership of the inventions, applications, copyrights and patents herein contemplated.

E. Where EMPLOYEE is performing the work for EMPLOYER and there is no identifiable client, the term "client" in this paragraph 17 shall mean EMPLOYER.

22. REMEDIES OR BREACHES

EMPLOYEE agrees that money damages would be an inadequate remedy for any breach by him/her of paragraphs 1, 9, 12, 15, 16, 17, 18, 19, 20, 21, 22 regarding respectively, (a) non-performance of services/non-recruitment, (b) exclusivity, (c) return of property, (d) non-completion/solicitation (e) confidentiality and non-disclosure, (f) proprietary rights. The reason is that damages for such breaches are not susceptible to exact calculation in dollars and that EMPLOYER would be irreparably harmed by such breaches. As a result of the foregoing, EMPLOYER shall be entitled to temporary restraining orders and injunctions and permanent restraining orders and injunctions to prohibit such breaches. This paragraph is in no way meant to limit the remedies which EMPLOYER has at law or equity for such breaches by EMPLOYEE of any of the paragraphs mentioned in this paragraph or of any provisions of this Agreement and EMPLOYER reserves the right to proceed on more than one cause action including seeking money damages as well injunctions and restraining orders.

23. The employee will waive his/her right to file a case either against the client or against any other party involved in this employment chain. If any issue arises, the employee has to discuss that issue only with his/her employer i.e., eDataWorld. The employee cannot send any notices to clients. If the consultant breaches the contract, they should not use the product or technology he/she learnt with either eDataWorld or the client anywhere outside.

24. NOT ICES

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and sent by registered mail, return receipt requested, postage fully prepaid thereon or overnight mail to (a) EMPLOYEE at the address specified in the opening paragraph of this Agreement and; (b) EMPLOYER at its address specified in the opening paragraph of this Agreement. Notwithstanding the foregoing, delivery by hand shall be deemed sufficient for any notice between EMPLOYER and EMPLOYEE.

25. EMPLOYMENT AT-WILL

Consistent with the provisions set forth herein, the parties acknowledge and agree that the employment term indicated and created by this Agreement is an employment at- will relationship. Any cause for discharge mentioned in this Agreement or in any document maintained or disseminated by EMPLOYER (including but not limited to employment manuals or recruitment materials) shall not in any way limit Employer's right to discharge EMPLOYEE without cause, or in any way alter EMPLOYEE's at-will status.

26. EMPLOYMENT POLICY AFTER EXPIRATION OF TERM AGREEMENT

After the expiration of employment term herein, the employment of the EMPLOYEE shall continue from month to month, unless a new contract is signed, until terminated as of the end of any month by EMPLOYER with 30 days notice in writing delivered personally or by registered mail stating an election to terminate such employment. All conditions of this agreement shall remain in effect during such hold over period.

27. CHANGES IN SPECIFIED AREAS OF CONTRACT NOT TO AFFECT ANY OTHER TERMS

It is expressly understood that no change of compensation which may be given to EMPLOYEE at any time hereafter, no change in the location in which EMPLOYEE works, and no change in the nature of services to be performed by EMPLOYEE shall impair or otherwise affect any of the other terms or provisions of this agreement. This agreement shall not be affected by any contract that EMPLOYER may hereinafter enter into with EMPLOYEE unless said contract specifically so states, or unless the provisions in said other contract are in conflict with provisions of this agreement, and then only with regard to said conflicting provisions.

28. REASONABLENESS OF TERMS

The parties hereto have carefully read all of the terms and have given careful consideration to the restraints imposed upon EMPLOYEE by this agreement, and agree that these restraints are reasonable and proper for the protection of EMPLOYER and its clients. EMPLOYER has been induced to employ EMPLOYEE and enter into this agreement upon the representation by EMPLOYEE that he will abide by each of these restraints which he acknowledges to be reasonable. Regardless of the manner in which employment shall be terminated, the restraints shall be operative during the full period of employment and the subsequent period contemplated herein.

29. SUCCESSORS AND/OR ASSIGNS

The privileges and benefits of this agreement shall extend and inure to the benefit of and shall be binding on the parties hereto, the successors and assigns of EMPLOYER and the heirs and personal representatives of the EMPLOYEE. EMPLOYEE's rights, obligations and duties under this Agreement shall not be assigned by nor are they assignable by EMPLOYEE.

30. ARBITRATION

In the event any dispute or difference of opinion arises between the parties hereto prior to termination of the employment relationship regarding any rights or obligations under this agreement which dispute or difference of opinion cannot be resolved amicably, then except for matters which require injunctive relief to prevent harm to EMPLOYER, the EMPLOYER will decide the mode of settlement of the dispute.

EMPLOYER has a right to choose between the court of law or the Arbitration procedure. And

EMPLOYEE has only the option to settle the dispute through Arbitration. If such a dispute or difference of opinion arises between the parties hereto subsequent to termination of the employment, then EMPLOYER or EMPLOYEE may exercise its rights in any manner consistent with laws and procedures of the State or Federal courts of Washington. If the dispute is submitted to either the court of law or to Arbitrator or whatever dispute resolution mechanism, all the expenses, costs including advocate fee is to be borne by the EMPLOYEE only irrespective of the fact in whose favor the decision was given or the judgment pronounced.

31. WAIVER

No waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the person against whom it is sought to be enforced (in the case of EMPLOYER by an officer of EMPLOYER). The failure of any party at any time to insist on strict performance of any condition, promise, agreement, or understanding contained herein shall not be construed as a promise, agreement or understanding at any future time.

32. SEVERABILITY

The provisions of this Agreement shall be considered severable to the extent that if any one provision or clause conflicts with existing or future applicable law, or may not be given full force and effect because of such law, such conflict or unenforceability shall not affect any other provision of the Agreement which, consistent with such law, shall remain in full force and effect. All such conflicting provisions are to be minimally modified or reformed until so that they thereafter comply with all laws. All surviving clauses shall be construed so as to effectuate the purpose and intent of the parties.

33. GOVERNING LAW

This Agreement shall be governed by the laws and procedure of the State of Washington, USA. Any action brought in connection here with shall be consistent with laws of the State or Federal courts of Washington and both parties hereby consent to such state's personal jurisdiction over them if the EMPLOYER chooses to refer the dispute to the court. If the dispute is referred to an Arbitrator, then the matter should be decided by the Arbitrator according to the rules of conciliation and arbitration of American Arbitration Association.

34. HEADINGS

The headings of paragraphs herein are included solely for convenience or reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

35. GENDER

Whenever the masculine tense is used, it shall also be applicable to the feminine tense. Whenever the singular tense is used, it shall also be applicable to the plural tense.

36. COUNTERPARTS

This Agreement may be executed by either of the parties hereto in counter parts, each of which shall be deemed to be an original, but all such counter parts shall together constitute one and the same instrument.

37. ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties regarding the respective rights, obligations and services to be performed in and after the effective date hereof. This agreement supersedes and terminates all prior agreements between the parties regarding such services or obligations to be performed on or after the effective date hereof and the parties agree and understand that any such prior agreements are hereby terminated. Any modification of this Agreement shall not be effective unless contained in a writing expressly identifying it as a modification hereof and signed by EMPLOYEE and by an officer of EMPLOYER. To the extent that the terms and content of any exhibits attached to this Agreement are contrary to or conflict with any provisions of this Agreement, such exhibits shall be controlling. EMPLOYEE represents that he/she has read and understands the terms of this Agreement, has had an opportunity to ask questions and to review this Agreement with legal counsel of his/her choice, is not relying on any advice from EMPLOYER in this regard and is voluntarily signing this Agreement.

IN WITNESS WHEREOF, both the EMPLOYER, by its officer pursuant to the authority of its Board of Directors, and the EMPLOYEE has executed this Agreement as of the day and year first written above.

eDataWorld LLC

EMPLOYER

EMPLOYEE

Date: _____

Date: ____

Exhibit A

1. COMPENSATION:

Compensation to the EMPLOYEE will consist of the following items and

Amounts: The employee in the position of **IT Analyst** shall be paid an hourly rate of US \$69.3 on W2.

2. TERM

This agreement will become effective the day EMPLOYEE reports for work and will remain in effect for the entire duration of employment.

3. WORKING HOURS

EMPLOYEE is expected to work at least a Minimum Weekly Work Hours (MMWH) of 40 hours.

4. PERFORMANCE REVIEWS

Performance review will be done on an annual basis

Agreed to:

eDataWorld LLC.

EMPLOYER

EMPLOYEE

Date: _____

Date: _____