

**EMPLOYEE CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (this “Agreement”) is entered into on \_\_\_\_\_\_\_\_\_\_between Data Analysis, Inc., its Affiliates and Subsidiaries William O’Neil India, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Employee acknowledges that the Company operates in a competitive environment and that it enhances its opportunities to succeed by establishing certain policies, including those included in this Agreement. This Agreement is designed to make clear that (a) the Employee will maintain the confidentiality of the Company’s Confidential Information; (b) the Employee will use all Confidential Information for the exclusive benefit of the Company; (c) the Employee’s prior and continuing activities separate from the Company will not conflict with the Company’s development of its proprietary rights; and (d) when and if the Employee’s employment with the Company terminates, he or she will not use his or her prior position with the Company to the detriment of the Company.

In consideration **the commencement of Employee’s employment**, Employee acknowledges and agrees with the Company as follows:

**1. Effectiveness.** This Agreement shall become effective on the earlier of (1) commencement of Employee’s employment with the Company, or (2) the date and time at which any Confidential Information (as defined below) was or is first disclosed to Employee.

**2. Protection of the Company’s Confidential Information.**

**a. Confidential Information.** The Company has and will develop, compile and own certain proprietary and confidential information that has great value in its business (“Confidential Information”). Confidential Information includes all information which is not generally known to the Company’s competitors and the public, and which has or could have commercial value to the Company’s business. It includes not only information disclosed by the Company (or its customers, clients, affiliates or vendors) to Employee during the course of his or her employment with the Company, but also information developed or learned by the Employee himself or herself during the course of his or her employment with the Company as defined below. Confidential Information includes, but is not limited to, the following categories of information: information regarding the Company’s technology, trade secrets, computer programs, engineering, drawings, products, product specifications, techniques, inventions, discoveries, improvements, research, test results, or know-how; information regarding customers’ and vendors’ identities, characteristics, performance and agreements; information regarding the Company’s affiliates’, sub-affiliates’ and employees’ characteristics, performance and agreements; and information regarding marketing, sales and business plans, strategies, forecasts, unpublished financial information, budgets, projections, and efforts. Employee acknowledges that such information is secret, valuable and owned by the Company or its clients’ or customers’, and that the Company has exercised substantial efforts to preserve the information’s secrecy.

**b. Protection of Confidential Information.** During and after his or her employment, Employee agrees to keep confidential, and not to disclose to any third party or to make any use of Confidential Information of the Company, except for the benefit of the Company and in the course of his or her employment with the Company. Employee also agrees not to remove or otherwise transmit Confidential Information from the premises or possession of the Company without the express prior written consent of an authorized representative of the Company. Employee also agrees to not publish the results of his or her work through literature or speeches, without submitting such literature or speeches to the Company Marketing Department at least thirty (30) days before dissemination of such information for a determination of whether such disclosure may destroy trade secret status or be prejudicial to the interests of the Company or whether disclosure may constitute an invasion of its privacy. Employee agrees not to publish, disclose or otherwise disseminate such information without prior written approval of the Marketing Department. Employee acknowledges that he or she is aware that the unauthorized disclosure of Confidential Information of the Company or its clients’ or customers’ may be highly prejudicial to Company’s interests, an invasion of privacy, and an improper disclosure of trade secrets.

**c. Plagiarism:** Company maintains a “zero tolerance” position on plagiarism and copyright infringement. Employee agrees that failure to comply with this may result in disciplinary action, up to and including immediate termination of employment.

Some of the examples of plagiarism are: Verbatim copying of complete sentences, paragraph(s), or entire bodies of work and presenting this work, Close paraphrasing of complete sentences, paragraph(s), or entire bodies of work and presenting this work as your own, Copying other elements of another person’s work, such as original diagrams or infographics, Unintentional plagiarism can take place as a result of inattention to detail or general sloppiness in one’s approach to the research and writing process. Regardless of the intention, this act is still considered plagiarism.The company reserves the right to remove, delete, modify, or otherwise disable access to any materials found to be plagiarized in any way.

**c. Exclusive Employment and Non-Solicitation of Customers, Affiliates, Sub-Affiliates or Employees.** Employee acknowledges the highly confidential nature of information regarding the Company’s clients, customers, affiliates, sub-affiliates, employees, agents, independent contractors, suppliers, and consultants. The Employee will not during his or her employment or within one (1) year after it ends, without the Company’s express written consent, directly or indirectly (i) hire, solicit, recruit, or induce to leave the employ of the Company any employee, agent, independent contractor or consultant of the Company; (ii) use the Company’s Confidential Information to solicit the business of any clients or customers of the Company (other than on behalf of the Company); or (iii) encourage to terminate or alter any relationship between (a) the Company, and (b) any customer, affiliate, sub-affiliate, employee, agent, independent contractor, supplier, consultant, or any other person or company.

During the Employee’s employment with the Company, he or she will not do anything to compete with the Company’s present or contemplated business, nor will he or she plan or organize any competitive business activity. The Employee will not enter into any agreement that conflicts with his or her duties or obligations to the Company. The Employee agrees that such activities would necessarily and inevitably involve disclosure or use of Confidential Information in violation of this Agreement.

**d. Proprietary Information or Trade Secrets of Others.** Employee will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others. Employee represents and warrants that he or she has returned all property and confidential information belonging to all prior employers. Employee further represents and warrants that he or she has no other agreements, relationships or commitments to any other person or entity that conflict with Employee’s obligations to the Company under this Agreement.

**3. Termination of Employment.**

**a. Delivery of Documents and Data Upon Termination of Employment.** In the event of termination (voluntary or otherwise) of Employee’s employment with the Company, Employee agrees, promptly and without request, to deliver to and inform the Company of all documents and data, computers, mobile phones, PDAs and other electronic devices, pertaining to his or her employment and all Confidential Information whether prepared by Employee or otherwise coming into his or her possession or control. Employee will not retain any written or other tangible material containing any information concerning or disclosing any of the Confidential Information of the Company or its clients’ or customers’.

**b. Obligations of Employee After Termination of Employment.** In the event of termination (voluntary or otherwise) of Employee’s employment with the Company, Employee agrees that he or she will protect the value of the Confidential Information of the Company and its clients’ and customers’ and will prevent their misappropriation or disclosure. Employee will not disclose or use to his or her benefit (or the benefit of any third party) or to the detriment of the Company any Confidential Information.

**5. Injunctive Relief.** Because Employee’s breach of this Agreement may cause the Company irreparable harm for which money is inadequate compensation, Employee agrees that the Company will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.

**6. Attorneys’ Fees.** If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys’ fees.

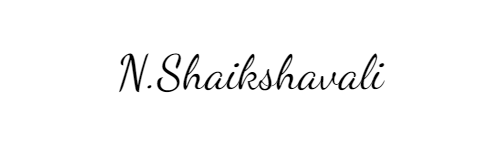
**7. Understanding.** Employee acknowledges and agrees that the protections set forth in this Agreement are a material condition to his or her employment with compensation by the Company.

**8. Amendment and Binding Effect.** This Agreement may not be amended except by an instrument in writing signed by both parties. This Agreement shall be binding on the heirs, executors, administrators, and other legal representatives and assigns of Employee, and is for the benefit of the Company and its successors and assigns.

**9. Entire Understanding.** This Agreement expresses the entire understanding of the parties about the described subject matter, superseding all prior or contemporaneous agreements and understanding (whether oral or written) between the parties with respect to the subject matter.

**10. Cumulative Remedies.** Each and all of the several rights and remedies provided for in this Agreement shall be cumulative. No one right or remedy shall be exclusive of the others or of any right or remedy allowed in law or in equity. No waiver or indulgence by the Company of any failure by Employee to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any other promise or condition. No waiver by the Company of any right shall be construed as a waiver of any other right. Any waiver by the Company or by the Employee must be in writing and signed by either the Employee, if he or she is seeking to waive any of his or her rights under this Agreement, or by an officer of the Company (other than the Employee) or some other person duly authorized by the Company. The Company shall not be required to give notice to enforce strict adherence to the terms of this Agreement.

**12. Severability.** If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as best to effect the intent of the parties hereto. The parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provision.

Dated:03-04-2024

Signature of Employee

Printed Name of Employee N.Shaikshavali

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Official/Manager - Human Resources