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**Non-Discloser Agreement**

This Non-Discloser Confidentiality (“Agreement”) is entered into between Akhilesh (“Employee”) and miniorange (“Employer”), as I am working on Malware detection and research on Fraud prevention project.

A. The terms "Confidential Information" and "Proprietary Data" mean information and data not generally known outside the company concerning Employer or its businesses and the Employer's business and technical information, including but not limited to, patent applications, information relating to inventions, discoveries, products, plans, calculations, concepts, design sheets, design data, system design, blueprints, computer programs, algorithms, software, firmware, hardware, manuals, drawings, photographs, devices, samples, models, processes, specifications, instructions, research, test procedures and results, equipment, identity and description of computerized records, customer lists, supplier identity, marketing and sales plans, business plans and all other concepts or ideas involving or reasonably related to the business or prospective business of Employer, or information received by the Employer as to which there is a bona fide obligation, contractual or otherwise, on Employer's part, not to disclose same.

B. Employee agrees not to use Confidential Information and/or Proprietary Data for the benefit of any other person, corporation or entity, other than the Employer, during the term of employee's employment with Employer, or any time thereafter.

C. Employee’s Duty of Loyalty. Employee agrees to avoid activities that create a conflict of interest with the Company or its Affiliates. Employee agrees that during employment with the Company, Employee will remain loyal to the Company and its Affiliates and will not pursue, participate in, assist, or take any action designed to aid a person or entity engaging in, any business that competes with the Company or its Affiliates without express written approval from Company to do so. And, Employee agrees that he/she will not, without written authorization from the Company, divert business to a competing company, disparage the Company or its Affiliates to any third party, or knowingly withhold information from the Company regarding a valuable business opportunity.

D. Exclusions to Confidential Information. The obligation of confidentiality with respect to Confidential Information will not apply to any information:

If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by the Employee;

If the information is or was received by the Employee from a third-party source which, to the best knowledge of the Employee, is or was not under a confidentiality obligation to the Company with regard to such information;

If the information is disclosed by the Employee with the Company’s prior written permission and approval;

If the information is independently developed by the Employee prior to disclosure by the Company and without the use and benefit of any of the Company’s Confidential Information; or

If the Employee is legally compelled by applicable law, by any court, governmental agency, or regulatory authority or subpoena or discovery request in pending litigation, but only if, to the extent lawful, the Employee gives prompt written notice of that fact to the Company prior to disclosure so that the Company may request a protective order or other remedy, the Employee may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

E. Obligation to Maintain Confidentiality. With respect to Confidential Information:

The Employee agrees to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this Agreement.

Confidential Information is and will remain the sole and exclusive property of the Company and will not be disclosed or revealed by the Employee, except (i) to other employees of the Company who have a need to know such information and agree to be bound by the terms of this Agreement or (ii) with the Company’s express prior written consent.

The Employee agrees that, in the event the Employee must download, access, process, transfer or otherwise communicate Confidential Information, the Employee will comply with all laws and regulations applicable to exports and re-exports of data and information and will not, directly or indirectly, export or re-export any Confidential Information in violation of such laws and regulations, including without limitation, those prohibiting export or re-export to restricted countries or without governmental authorization.

The Employee agrees that Confidential Information are intended for civil purposes only and will not, directly or indirectly, download, access, process, transfer or otherwise communicate Confidential Information or any part thereof to military, paramilitary or civil entities, “institutes,” “academies” nor any country subject to United States, United Nations or Organizations for Security and Co-Operation in Europe sanctions for any military or violent purpose, such as use in nuclear, biological or chemical weapons.

E. Ramifications of Breach of Agreement

Employee can be terminated from the service without any notice. Also, employer can raise the complaint under the Cyber law and under ITA- 2000 Act of India and or employer can recover the loss employee have to pay penalty.

In case, any other party or company, file any case or take any legal action on this, miniOrange will not be responsible.

This Agreement shall be effective on the date last written below.

I know that the company management reserves all the rights to initiate any disciplinary action against me, if during this employment. Also, if I use any research information for my personal benefits then company will not be responsible for any penalty and any actions.

\_\_\_\_Akhilesh\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Employer

\_\_\_\_Akhilesh\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Employee Signature of Employer Representative

\_\_\_\_\_05/01/2022\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date jleeddflself Title