

# Exhibit 7.06(c)-2

## WORK FOR HIRE AND CONFIDENTIALITY ACKNOWLEDGMENT

This Acknowledgment dated 11-18-2022 is made by Arpit Panwar ("Contractor"), Social Security No. NA, whose address is A-36, E.C Road, Opposite To U.C.O Bank temporarily assigned to Verizon or any of its Affiliates ("Verizon") pursuant to Information Technology Services Agreement, No. NA, dated NA ("Agreement").

### EMPLOYMENT STATUS:

Name of Current Employer: Brillio ("Supplier")

2. Former Verizon employee (Yes/No): ☒ Yes

If yes: a) Name of Verizon Company Previously Employed by: NA

b) Date of Separation: NA

3. By signature below, I certify that I am eligible for a position with this Supplier and free from known restrictions from performance at Verizon. I also certify that I am free from any Non-Compete liabilities with competing companies.

### BENEFITS/TAX LIABILITY:

I agree and understand that as an employee\* of Supplier I am not eligible for or entitled to any benefits provided by Verizon's employees, including but not limited to pension benefits, health benefits, group insurance coverage, separation pay, and stock plan participation.

I agree and understand that Supplier, my employer, is responsible for providing me with all necessary insurance coverage, including by way of illustration but not limited to, major medical, workers' compensation and state disability insurance.

I agree and understand that Supplier, my employer, is responsible for payment of all taxes arising out of activities in accordance with this Agreement, including by way of illustration but not limited to, federal and state income taxes, social security taxes, unemployment insurance taxes, and any other taxes as required.

### WORKING RULES/POLICIES:

I agree to observe all working rules applicable to Verizon's employees doing similar work.

I understand that it is the policy of Verizon to provide a work environment free from any type of unlawful discrimination or harassment. I further understand and agree that it is my responsibility to ensure that my personal conduct and comments in the workplace support a professional environment which is free of behaviors, casual language, jokes or comments which could be perceived as sexual harassment or as demeaning, offensive or threatening with regard to gender and/or personal self-respect.

### OWNERSHIP OF WORK PRODUCT:

Information technology services agreement

Verizon proprietary / confidential

Agreement No.

***Except for the pre-existing materials***, I agree to make prompt written disclosure to Verizon of all inventions, improvements, discoveries, or computer software made or conceived or actually or constructively reduced to practice during the term of this Agreement whether solely or jointly with others, which refer to or are suggested by or result from any work which I perform pursuant to this Agreement or from any information obtained by me in discussions and meetings with Verizon's agents, employees, or affiliated companies. I hereby agree, and do by these presents, assign all right, title and interest in and to said inventions, improvements, discoveries, and computer software to Verizon. I agree, at the sole expense of Verizon, to assist Verizon in every way to protect said inventions, improvements, discoveries and computer software including, but not limited to, the execution of patent applications, oaths or declarations and assignments in favor of Verizon relating to said inventions, improvements, discoveries or computer software in the United States and any and all foreign countries.

All Verizon Information, including, but not limited to, software code, notes, designs, drawings and technical data developed in connection with and pursuant to the terms and conditions of this assignment or any schedule or writing related thereto shall be, become, and remain the exclusive property of Verizon, and Verizon shall have the right to use such notes, designs, drawings and technical data for any purpose whatsoever without liability for any additional compensation.

I hereby grant to Verizon and/or to affiliated companies of Verizon: (i) all right, title and interest including, but not limited to, the right to reproduce, translate, publish, use, dispose of and to authorize authors to do so, and the right to copyright and register such copyright in Verizon's name all copyrightable materials first produced or composed and delivered to Verizon under this Agreement by me; and, (ii) a royalty-free non-exclusive, and irrevocable license under any and all copyrighted or copyrightable work not first produced or composed by me in the performance of this Agreement which is incorporated in any material furnished under this Agreement, provided that such license shall only be to the extent that I or my employer now have, or prior to completion or settlement of this Agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

#### **CONFIDENTIALITY:**

I recognize that in order to perform this work, I will need access to certain information which is confidential and proprietary to Verizon and its suppliers and customers, and which Verizon is unwilling (or in some cases not legally authorized) to disclose without adequate assurances that such information will be properly used and protected. Accordingly, I voluntarily assume the following obligations:

"Confidential and proprietary information" shall mean information in oral or written form relating to the business or products of Verizon, its suppliers and customers, including present status, plans and capabilities as well as the technology, architecture, data bases, and software associated therewith.

I shall maintain all confidential and proprietary information disclosed or received in confidence, and shall use it only for the purpose of performing the work called for pursuant to this assignment; shall not disclose confidential and proprietary information to third parties; shall not copy confidential and proprietary information, in whole or in part, without the prior written consent of Verizon (except when such copying is done as a function of my assignment with Verizon); and shall return the original and all copies of confidential and proprietary information to Verizon promptly following expiration of my assignment with Verizon or upon the request of Verizon, whichever shall first occur.

I shall have no obligation to keep confidential information which:

- (1) is already lawfully in my possession prior to disclosure by Verizon;
  - (2) is, or becomes, public knowledge other than by breach of this Agreement;  
or
  - (3) is disclosed to me by a third party rightfully in possession of same; provided, however, that nothing herein shall preclude me from disclosing information which is required to be disclosed by valid order of a court or other governmental body or otherwise required by law, to the extent that such disclosure is so required.
- d) My obligations hereunder with respect to handling, maintaining in confidence and limited use of confidential and proprietary information disclosed during my assignment with Verizon shall survive the expiration of such assignment. My obligations hereunder shall terminate five years from the date hereof, and I shall thereafter have no obligation with respect thereto.

Signed in duplicate as of the date first set forth above.

---

Contractor

11-18-2022

---

Date

\*For purposes of this acknowledgment, employee shall mean any individual supplied to Verizon by Contractor.