



FOR013 Confidentiality Undertaking



CONFIDENTIALITY UNDERTAKING

Consultant

I understand that during the course of my services, I may have access to and come into possession of assorted confidential and proprietary information in relation to Excis, Excis' customer, the end customer and their affiliates and customers (collectively, "**Client**"). This information may relate to various matters including, but not limited to:

- customers and potential customers
- business strategies, marketing and sales information;
- financial information, including accounting records;
- banking information;
- dealings with regulatory agencies;
- IT infrastructure, network architecture;
- Client and/or customer pricing, service levels and customer contracts;
- Client and/or customers' information including, but not limited to, banking records, passwords, and health information;
- tax status and strategies;
- records on employees, performance metrics and compensation information;
- Client's supplier information;
- information that may be oral, written, or in electronic form;
- quality control measures;
- intellectual property and trade secrets; and
- any other information that may be specifically classified by Client or Client's customers as "Private and Confidential".

(any and all of the above, collectively referred to for purposes of this Undertaking as "Confidential Information").

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I understand and agree that the Confidential Information is extremely critical to Excis and Client and their customers' business, and I undertake that I shall at all times during the term of my Consultant Services Agreement with Excis and thereafter, hold in strictest confidence, and not use or divulge, any Confidential Information or part thereof belonging to or relating to Excis and /or Client or any of their customers that I may have access to. I also agree not to use (other than in the course of my job performance) or derive any personal gain from such Confidential Information. In addition to the aforesaid, I hereby undertake that I will not either wilfully or through any other act, omission or negligence, share, distribute, disclose or cause or induce any other person to share, distribute or disclose either verbally, electronically or in writing any such Confidential Information to any person other than those permitted by Excis or Client (as applicable) to have such Confidential Information, without the prior written consent of authorized representatives of Excis. Notwithstanding any provisions of this Undertaking to the contrary, I may disclose any Confidential Information to the extent required by applicable law only if, prior to the disclosure, to the extent permitted by law, (a) I deliver to Excis notice to such effect promptly after receipt by me of a request for disclosure and (b) I take reasonable actions, and provide reasonable assistance to Excis and the Client, to secure confidential treatment of the Confidential Information by a protective order or otherwise.

Notwithstanding the aforesaid, I agree and undertake that I shall, on becoming aware of any breach of the confidentiality of the Confidential Information or part thereof, as contemplated hereunder, immediately inform Excis.

I agree that in consideration for the benefits accruing to me by virtue of my Consultant Services Agreement with Excis, all work product or other intellectual property developed or created by me during the term of my Consultant Services Agreement with Excis (including, but not limited to, copyrights, trademarks, patents, designs, computer software or business models) shall be the sole and exclusive intellectual property of the Client and considered a work for hire. To the extent that any of the rights, title and interest referred to in this Non-Disclosure Agreement do not vest in the Client by operation of law or are considered a "work made for hire", it is agreed that this Undertaking shall operate as a perpetual, irrevocable, worldwide written assignment in favour of the Client, in consideration for the benefits accruing to me by virtue of my engagement with Excis, of any right, title or interest (that exists now or may exist in the future) that I may have in respect of such intellectual property and such assignment shall be an assignment (in respect of any copyright subsisting therein) of future copyright pursuant to Section 91 of the UK Copyright, Designs and Patents Act 1988 and other similar legislation in any part of the world. I acknowledge that Client or its customers and their successors and assigns shall have the right to obtain and hold in their own names any such intellectual property and I agree to execute any documents or take any other actions as may reasonably be necessary, or as Client may reasonably request, to perfect Client or a Client customer's ownership of any such intellectual property. The foregoing assignment of rights includes all rights of paternity, integrity, attribution and withdrawal and any other rights known as, or substantially similar to, "moral rights." To the extent such moral rights may not be assigned under applicable law, I hereby waive such moral rights and irrevocably and unconditionally consent to any action that would violate such moral rights in the absence of such

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consent. I further acknowledge that notwithstanding the provisions of any applicable law, the assignment shall not lapse nor the right transferred therein revert to me even if Client or its assigns do not exercise the rights under this assignment. I agree not to take any steps against Client or its assigns under the said applicable act.

I acknowledge that by the very nature of the work to be performed, it may be necessary for me to be provided access to e-mail, internet & other modes of communication as well as applications such as a time sheet management system, utilizing the facilities or information systems infrastructure or e-mail systems or internet access systems of Client. I will use such communication systems only for business purposes and for carrying out activities consistent with my responsibilities. I will use such e-mail, internet and other modes of communication in accordance with all applicable laws and the policies and procedures of Excis and/or Client.

I may from time to time receive e-mails or other information intended for employees of Excis and/or the Client. I agree that receipt of such e-mail or information will in no way infer, imply, or otherwise suggest that I am an employee of Excis and/or Client for any purpose or that the Excis and/or the Client is a co-employer.

I agree that at the time of termination of my Consultant Services Agreement with Excis or my work for the Client under a related Consultant Project Agreement (whichever is earliest), I will return to Excis or Client (as applicable), and will not keep in my possession, recreate or deliver to anyone else, any and all Confidential Information belonging to Excis, Client and/or their customers and all copies thereof in my possession or under my control.

I agree and acknowledge that it may be extremely difficult to measure the monetary damages to Excis and/or Client and its customers of any failure on my part to comply with this Undertaking, that the restrictions and obligations under this Undertaking are material, and that, in the event of any failure on my part in complying with the terms hereunder, Excis, Client and their customers could suffer irreparable harm and significant injury, which may not be capable of being compensated in terms of money. I therefore agree, that should Excis and/or Client find me in breach of any of the provisions of this Undertaking, Excis and/or Client shall be entitled to seek the issuance of an injunction or other restraining order for the enforcement of other equitable remedies against me to compel performance of the terms of this Undertaking without the necessity of showing or proving it has sustained any actual damage. This will be in addition to and without prejudice to any other legal rights and remedies available to Excis and /or Client and their customers in law or equity.

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"I hereby agree that I have read and understood the terms and conditions of the aforesaid Undertaking and also the repercussions of the breach thereof. I further confirm that I have received a counter-copy of this Undertaking for my records.

Signed:



Esteban Bravo

Consultant Name:

Date:

01/16/2025
