

SCHEDULE "A"
EMPLOYEE'S [SUB-CONTRACTOR'S] ACKNOWLEDGEMENT

THE UNDERSIGNED, Bhukya Ravichandra Nayak, hereby undertakes, acknowledges and agrees with **Foundation, Inc. ("Company")** that:

1. I am employed by or associated with Cognial Artificial Intelligence Solutions Pvt Ltd(“**Consultant**”);
2. The Consultant has entered into a Consulting Services Agreement with the Company dated October 27, 2022, (the “**Agreement**”) respecting the delivery of Services. Whenever used in this Acknowledgement or any Appendix hereto, unless something in the subject matter or context is inconsistent therewith, capitalized terms shall have the respective meanings ascribed to them in the Agreement.
3. The Agreement includes provisions respecting the use or disclosure of certain Confidential Information and the exclusive ownership by the Company of Intellectual Property Rights in any Intellectual Property arising pursuant to or as a result of performance of the Services.
4. I have read and fully understand the terms and conditions of the Agreement respecting Confidential Information, Intellectual Property, and Intellectual Property Rights.
5. In consideration of the Company providing me with all or any portion of the Confidential Information and for entering into the Agreement with the Consultant, I agree to be bound by and subject to the terms and conditions of the Agreement respecting Confidential Information as if I was a party thereto.
6. If I, at any time before the date of this Agreement, during the Term of the Agreement, and for three (3) years thereafter, either alone or in conjunction with any other person, create, develop, author, conceive, produce, reduce to practice or originate any Intellectual Property as a result of Services performed by me, I agree to immediately disclose the same to Company. I agree that Intellectual Property Rights in any such Intellectual Property shall automatically be the exclusive property of and vest in Company immediately on its creation. To the extent that any such rights have not or do not automatically vest in Company, I hereby assign and convey all such rights to Company. I agree to execute all additional documents necessary to effect or confirm a transfer of any rights I may have in the Intellectual Property. I agree to waive and hereby waive, unconditionally and irrevocably any and all of my moral rights and rights of a similar nature which I now or in the future may have (including rights in existing works and works which may come into existence after the date hereof) in which copyright may subsist in each jurisdiction throughout the world, to the extent that such rights may be waived in each respective jurisdiction.

DATED this 27th October 2022

SIGNED, SEALED AND DELIVERED)
in the presence of:)
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