

## Confidentiality and Confirmatory Assignment Deed Poll

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Date 31 jan 2025

Deed poll by:

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Service Provider	<b>Sulekh Ramesh Shende</b> Mahalaxmi Nagar, Nagpur Pin- 440024
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in favour of:

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Cybage	<b>Cybage Software Private Limited</b>  Cybage Towers, Survey No. 13A/1+2+3/1, Vadgaon Sheri, Pune 411014, Maharashtra, India; and
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FUJIFILM	<b>FUJIFILM Australia Pty Ltd</b>  ABN 80 000 064 433 of 54 Waterloo Road, Macquarie Park, NSW 2113, Australia
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| Recitals | <ol style="list-style-type: none"><li>1 Cybage has agreed to provide the Services to FUJIFILM.</li><li>2 The Service Provider, as either the employee of Cybage or a contractor to Cybage, will provide certain of those Services.</li><li>3 The Service Provider:<ol style="list-style-type: none"><li>a. confirms that all Intellectual Property created or to be created in providing the Services is owned by Cybage; and</li><li>b. acknowledges Cybage separately assigns that Intellectual Property to FUJIFILM.</li></ol></li><li>4 In connection with the Service Provider providing the Services, FUJIFILM may disclose Confidential Information to, or the Service Provider may otherwise have access to Confidential Information.</li><li>5 The Service Provider agrees to maintain the Confidential Information as confidential and use it only for the purpose of providing the Services, on the terms of this deed poll.</li><li>6 The Service Provider agrees that this deed poll takes precedence over any prior agreement between the Service Provider and Cybage and may add to or amend any such agreement.</li></ol> |
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This deed poll witnesses as follows:

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# 1 Definitions

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The meanings of the terms used in this deed poll are set out below.

Term	Meaning
<b>Confidential Information</b>	<p>all confidential information of FUJIFILM including but not limited to:</p> <ol style="list-style-type: none"><li>1 the details or content of any, or any proposed, program produced by or for, or acquired by FUJIFILM prior to the earlier to occur of FUJIFILM publicising the details or content of the program or the program being transmitted or broadcast;</li><li>2 all source code in any software produced by or for, or acquired by FUJIFILM, including any source code provided by FUJIFILM to Cybage for the purpose of providing the Services or produced by or for Cybage for FUJIFILM in providing the Services;</li><li>3 all information concerning the business, methods of operating and methods and proposal for marketing, promotion, acquisition or production of programming and other activities of FUJIFILM;</li><li>4 confidential information concerning FUJIFILM 's customers;</li><li>5 confidential and financial information concerning FUJIFILM;</li><li>6 trade secrets of FUJIFILM;</li><li>7 confidential know-how of FUJIFILM; and</li><li>8 the terms of the agreement between Cybage and FUJIFILM and this deed poll.</li></ol>
<b>Intellectual Property</b>	<p>all intellectual property rights without limitation:</p> <ol style="list-style-type: none"><li>1 copyright, patents, registered design, trademarks and the right to have confidential information kept confidential; and</li><li>2 any application or right to apply for registration of any of those rights.</li></ol>
<b>Moral Rights</b>	<ol style="list-style-type: none"><li>1 a right of attribution of authorship;</li><li>2 a right not to have authorship falsely attributed; and</li><li>3 a right of integrity of authorship,</li></ol> <p>or a right of a similar nature, which is conferred by statute, and which exists or comes to exist anywhere in the world.</p>
<b>Services</b>	<p>the services described in a separate Independent Contractor Agreement (for Services) between Cybage and FUJIFILM.</p>
<b>Services IP</b>	<p>has the meaning given in clause 2(a).</p>

Term	Meaning
<b>Works</b>	any software, software architecture, photograph, video, artwork, marketing concepts or ideas, social media or other media content and any other material of any nature created by Cybage (or any of Cybage's employees, contractors or agents) for FUJIFILM in the course of providing the Services, including all developments, changes, modifications or additions to <b>(Changes)</b> any open source software, existing libraries or other pre-existing Intellectual Property which Changes are created or developed in the course of the provision of the Services, including any Specific Works described in the separate Independent Contractor Agreement (for Services) between Cybage and FUJIFILM.

## 2 Confirmatory Assignment of Services IP

- (a) The Service Provider acknowledges and agrees that all Intellectual Property created or developed by the Service Provider during the Service Provider's employment with or engagement by Cybage that is created or developed in the course of the provision of the Services, including all Intellectual Property in Works, (Services IP) is owned by Cybage.
- (b) To the extent that any Services IP is not owned by Cybage, the Service Provider hereby assigns to Cybage all the Service Provider's right, title and interest in Services IP, with effect from the date of creation of such Services IP.
- (c) The Service Provider acknowledges that Cybage assigns all its right, title and interest in the Services IP to FUJIFILM, under a separate agreement.
- (d) The Service Provider must do all things and execute all further documents that FUJIFILM requests to confirm or give effect to the assignments referred to in this clause 2 or for FUJIFILM to register or enforce any Services IP.

## 3 Moral rights

The Service Provider irrevocably consents to Cybage and FUJIFILM, including FUJIFILM's related bodies corporate, successors in title or persons authorised by FUJIFILM, doing or omitting to do any act at any time in relation to the Works which would infringe any Moral Rights of the Service Provider. In particular, the Service Provider agrees that FUJIFILM and its related bodies corporate have full editorial and creative control over the use and reproduction of the Works and may edit or otherwise amend or adapt the Works at their discretion.

## 4 Confidentiality

- (e) The Service Provider will hold all Confidential Information in strict confidence and will not, either while providing the Services or at any time after use or disclose to any person, any trade or business secret or any Confidential Information of which the Service Provider became aware during the course of providing the Services, except and to the extent necessary to perform the Services or as required by law.
- (f) On completion or ceasing of the Services by the Service Provider, the Service Provider must immediately:
  - (i) deliver to FUJIFILM all property of FUJIFILM and its related bodies corporate; and
  - (ii) return, or destroy, delete and erase, as FUJIFILM directs, all materials and copies that are or contain Confidential Information, in the possession or control of the Service Provider.

## 5 Governing law

This deed poll is governed by the laws of New South Wales.

Executed as a deed poll

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**Service Provider**

Signed sealed and delivered by

**Sulekh Ramesh Shende**

sign here ►



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print name *Sulekh Ramesh Shende*

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in the presence of

sign here ►



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Witness

print name Swapnil Jaiswal

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