

NCR TERMINATION AGREEMENT PERTAINING TO

NCR COMPANY CONFIDENTIAL AND PROPRIETARY INTELLECTUAL PROPERTY AND INFORMATION

This is to remind you that during your employment with NCR you may have had access to and acquired highly sensitive and NCR Company Confidential and Proprietary Intellectual Property and information dealing with or otherwise relating to NCR's business.

This is to further advise that you have a continuing legal obligation not to use or disclose, nor to directly or indirectly aid others in using or disclosing any of the information or data proprietary to NCR which you have learned in the course of your employment with NCR.

It is the policy of NCR to respect the confidential information and trade secrets of other companies and similarly to insist upon the same respect for NCR's confidential information.

I have read the above and acknowledge my legal obligation to NCR and agree not to disclose NCR proprietary information.

Employee Signature	Hardik Gupta	Date	27 June 2024
NCR Location	Gurgaon		

ACKNOWLEDGMENT OF OBLIGATIONS BY TERMINATING EMPLOYEE.

Name of Employee: Hardik Gupta

Department: IT/CIO

Termination Date: 2 July 2024

New Employer & Address: Not Sure

I have been reminded of the following obligations.

1. My obligation which continues after termination of employment for a minimum period of 5 years, not to publish, disclose, use or authorize anyone to publish, disclose, use without written authorization by NCR any private, confidential, or proprietary information that I may have in any way acquired, learnt, developed, or created by reason of my employment.
2. My obligation upon terminating of employment to return to supervision all NCR property and all documents in my possession or control which contain private, confidential, or proprietary information of NCR.
3. My obligation after termination of employment not to use or disclose without authorization any computer or network access code or password belonging to NCR or made available to me by virtue of my employment, and not to access any computer, network or database in the possession or control of NCR.

“Private, confidential, or proprietary information” means information which is owned or controlled by NCR and has not been publicly released or has not otherwise become common knowledge in its field of interest. It included information of third parties in the possession of NCR which is obligated to maintain in confidence. Examples of such information include:

- a) Discoveries, inventions, and developments, including knowledge of unsuccessful approaches;
- b) Scientific / engineering information, including information contained in patent applications, e.g. research findings, materials, processes, designs of apparatus and equipment, engineering aids, installation manuals, and computer software, architecture and logic. “Software” means any nontrivial, executable computer program routine, whether in source or object code, in whatever form of medium recorded;
- c) Technical management information, e.g. proposal, schedules and development of components and systems performance objectives and criteria, and analyses of areas for development;
- d) Business and marketing information and information relating to legal and regulatory matters, e.g. project proposals, financial data, accounting work sheets, marketing studies, construction plans, contemplated new ventures, customer information unannounced future products, and strategies, existing and planned NCR and customer network configuration and design, customer specific and billing information;
- e) Personnel information e.g. salaries, job assignments and skills, and merit reviews.

NCR policy Agreement – Employee / Temporary Staff / Contract / Trainee / Intern

Such information does not include the employee's general knowledge, skill and experience. Proprietary information may be intangible form such as unrecorded knowledge, ideas, or conceptions, or maybe embodies in tangible form such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information software, or models.

In the event I breach any of the terms stated above, I undertake to make good to NCR any damages, losses, costs and consequences, both monetary and punitive that NCR or any of its employees may suffer due to a breach of any of the terms on my part.

Hardik Gupta

27 June 2024

Employee's signature & date