

Exhibit D
Confidentiality and Inventions Agreement

Reference Master Statement of Work No.: CW2227067_AS_Supplimental

Reference Work Authorization No.: _____

Project Name: STI_Payments_Hub

Effective Date: 9/23/2024

[Insert Name and Address]

Md. Kamran Uddin

This Confidentiality and Inventions Agreement (“**Confidentiality Agreement**”), dated as of the Effective Date set forth above, is made and entered into by you, the individual or entity whose legal name and address are identified above (hereinafter, “**you**” or “**your**”) in connection with a Master Services Agreement, dated as of May 5, 2014 (“**MSA**”) among SunTrust Banks, Inc. (“**SunTrust**”), Cognizant Technology Solutions U.S. Corporation (“**Vendor**”). Any term not specifically defined in this Confidentiality Agreement shall have the meaning ascribed to in the MSA and we will provide you with the definitions and meanings of any such term at any time upon request.

WHEREAS, in fulfilling its obligations under the MSA, Vendor will contract, retain, engage, hire, assign, employ and otherwise obtain goods and services, directly or indirectly and without limitation, from individuals or entities, including Vendor’s Affiliates, contractors, and their respective employees and contractors; and

WHEREAS, in order to protect the interests of Vendor and SunTrust under the terms of the MSA and to ensure compliance with the terms and conditions of the MSA and each Master Statement of Work and Work Authorization, and that you fully understand, acknowledge and agree to the terms and conditions which apply to you in this regard, Vendor is required to obtain from you, prior to your being assigned to perform or provide Services in connection with the MSA or, among other things, if you may have access to SunTrust Information (as described below), a duly executed copy of this Confidentiality Agreement.

NOW THEREFORE, in consideration of your assignment and/or continuing assignment in connection with the relationship between SunTrust and Vendor under the MSA and each Master Statement of Work and Work Authorization thereunder, and your being in a position to obtain or have access to SunTrust Information, you hereby promise, covenant, undertake and agree as follows:

1. In order to allow and enable you to be engaged, retained, contracted or otherwise assigned to perform or provide Services in the most effective manner and to protect the interests of SunTrust and Vendor under each Master Statement of Work, Work Authorization and the MSA as required, you hereby acknowledge and agree that this Confidentiality Agreement shall apply to the Master Statement of Work and Work Authorization referenced above, as well as any and all Master Statements of Work and/or Work Authorizations or other form of goods or services which you provide, directly or indirectly, to, for or on behalf of SunTrust or Vendor in connection with the MSA or any related Master Statement of Work and/or Work Authorization.

2. You understand, acknowledge and agree that all SunTrust Information, arising, disclosed to or obtained by you from any source, or to which you otherwise have access as a result of the MSA or any

Master Statement of Work and/or Work Authorization, directly or indirectly, are and shall be considered and treated by you as strictly confidential and proprietary to SunTrust, whether or not the same are marked or identified so as to indicate their confidential or proprietary nature. For the avoidance of ambiguity, SunTrust Information is defined in Section 2.1 of the MSA as follows:

“SunTrust Information” means all information, in any form and on any medium, now known or hereafter discovered or developed, furnished or made available directly or indirectly by or on behalf of SunTrust to Vendor or otherwise obtained by or available to Vendor from any source as a result of or in connection with the MSA, including: (i) all information of SunTrust to which Vendor has had or will have access, whether in oral, written, graphic or machine-readable form, including business or financial information, plans, strategies, forecasts, forecast assumptions, business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a SunTrust’s past, present or future business activities or operations; (ii) all Work Product; (iii) all information of a third party, including customers and suppliers, and all notes, analyses, reports and studies prepared by or on behalf of SunTrust, during the Term or anytime thereafter; and (iv) all information entered or to be entered into Software or Equipment by or on behalf of or in respect of SunTrust, as well as information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by Equipment or Software.

Furthermore, although the following listing is not intended to be exclusive or comprehensive, you acknowledge that SunTrust Information specifically includes:

- (a) Documents and information regarding the business and activities of SunTrust, its, Affiliates customers, suppliers and others with whom SunTrust does business;
- (b) Documents and information about individuals, whether or not such persons are employees or customers of SunTrust (including, but not limited to, all personal and financial information about or related to such individuals);
- (c) Documents and information regarding the financial, operational or legal status of SunTrust, whether or not such information may be regulated by law, regulatory agency or other governmental or judicial agency or instrumentality;
- (d) Documents and information (including reports) from or to SunTrust’s regulators;
- (e) Documents and information regarding plans for research, development, new products, marketing, selling, capabilities and operations, strategic plans, business targets and objectives, customer lists and information, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and providers; and
- (f) sensitive, trade secret, confidential and proprietary code, data, programming, transactional processes and data, trade and service marks, inventions, mask works, APIs, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, methodologies and techniques.

3. SunTrust Information which is required to be kept confidential does not include information that you can establish: (i) is or has become generally available to the public, without any breach of this Confidentiality Agreement, the MSA or any other agreement by which you may be bound; (ii) is or was known to you prior to disclosure to or your receipt thereof, free of any confidentiality, non-disclosure or comparable restriction and without breach of this Confidentiality Agreement, the MSA or any other

agreement by which you may be bound; (iii) was or is disclosed to or obtained by you on a non-confidential basis by a third party, without breach of any agreement and who did not owe an obligation of confidence to SunTrust or any other party with respect to the disclosed information; or (iv) was independently developed by you without reference to or use of any SunTrust Information. In addition, you may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over you.

4. At all times, during and after your involvement with the Vendor, SunTrust or any person or entity, directly or indirectly, in connection with the MSA and Statements of Work thereunder, you specifically promise, covenant and agree:

- (a) you will hold and maintain all SunTrust Information as strictly confidential;
- (b) you will not provide, disclose, transmit or otherwise make available any SunTrust Information to any other person or entity, unless you are expressly authorized by SunTrust or Vendor in writing;
- (c) you will not use or permit others to use any SunTrust Information for any purpose other than in furtherance of the performance or provision of work or goods and/or services for and on behalf of SunTrust pursuant to the MSA and the Master Statement of Work and Work Authorization under which you are performing or providing goods or services;
- (d) you will not copy or otherwise reproduce any SunTrust Information unless authorized or instructed to do so by SunTrust or Vendor in writing; and
- (e) when you have completed the performance and provision of work or goods and/or performance of services to Vendor and SunTrust or at any earlier time upon SunTrust's or Vendor's request, you will return to SunTrust or Vendor any and all SunTrust Information then in your control or possession, together with all copies thereof.

5. You agree you will not attempt to view, display, obtain or gain access to, directly or indirectly, any SunTrust Information unless SunTrust or Vendor expressly provide you with the authority to do so.

6. Without limiting the generality of any provisions of this Confidentiality Agreement, you agree that your obligation to keep SunTrust Information confidential prohibits you from discussing or divulging any SunTrust Information including information pertaining to SunTrust, SunTrust's business, SunTrust's customers, any Master Statement of Work and/or Work Authorization or any details concerning your assignment to perform work or provide goods and/or services: (i) to any news, publicity or other media; and/or (ii) to your co-workers, family and friends.

7. You agree that, even though you are not an employee of SunTrust, you agree to be bound by and comply with SunTrust's policies and standards concerning the treatment, use and disclosure of SunTrust confidential information and data (copies of which are attached to this Confidentiality Agreement), as they may be amended from time to time and made known to you in advance and writing, in the same manner that employees of SunTrust are bound. You hereby acknowledge and agree you have read such policies and standards and understand their contents and agree to comply with and be bound by the requirements and obligations therein.

8. Notwithstanding the termination or completion of your engagement, retention, contract or assignment to perform work and/or provide goods and/or services to Vendor and SunTrust or otherwise in connection with the MSA, your obligations under this Confidentiality Agreement shall survive for a period of two (2) years thereafter; provided, however, that your nondisclosure and use obligations and restrictions with respect to any SunTrust Information that constitutes a trade secret pursuant to applicable Laws will continue for so long as any such SunTrust Information continues to constitute a trade secret under applicable Laws.

8. You further agree that Vendor shall own all right, title and interest in and to any and all tangible or intangible work product, creation, material, item or deliverable, documentation, information, deliverables and/or other items created by you, either solely or jointly with others, in the course of or in relation to the Services, Master Statements of Work and/or Work Authorizations or the performance of Vendor's obligations under the MSA, including any and all ideas, inventions, improvements, discoveries, methodologies or processes, or writings, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, specifications, operating instructions, Procedures Manuals, and all other documentation, whether or not protectable under Title 17 of the U.S. Code and whether or not patentable or otherwise protectable under Title 35 of the U.S. Code, that are developed, conceived of, prepared, arise, procured, generated or produced, in connection with the MSA, whether as individual items or a combination of components and whether or not the Services or the intended Work Product itself, are or is completed or the same are or is reduced to practice during the Term (collectively, "**Work Product**"). You hereby agree and acknowledge that Vendor in turn has the right to assign such Work Product to SunTrust.

9. You shall fully and promptly disclose to Vendor all Work Product. You acknowledge and agree that upon Vendor assigning the rights in Work Product to SunTrust, all Work Product shall be deemed to be commissioned by SunTrust and "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or otherwise, such Work Product shall belong exclusively to SunTrust, with SunTrust having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in Vendor by operation of Laws or otherwise as contemplated hereunder and the MSA, you shall and agree to immediately upon request, unconditionally and irrevocably assign, transfer and convey to Vendor all right, title and interest therein. Upon request, you shall promptly give SunTrust and Vendor all reasonable assistance and execute all documents SunTrust and Vendor may reasonably request to assist and enable SunTrust to perfect, preserve, enforce, register and record its rights in and to all Work Product, as SunTrust and Vendor deem appropriate, without charge to SunTrust or Vendor, but without expense to you.

10. You understand and agree that the foregoing provisions benefit both Vendor and SunTrust and that either or both of them shall have every right and remedy to enforce the terms of this Confidentiality Agreement. You agree that SunTrust may monitor or audit your activities and performance in connection with your performance of work and/or provision of goods and/or services under the MSA, each Master Statement of Work and Work Authorization.

11. All questions concerning the validity, interpretation and performance of this Confidentiality Agreement shall be governed by and decided in accordance with the laws of the State of Georgia without regard to its choice of law principles, and as such laws are applied to contracts between Georgia residents that are entered into and performed entirely with the State of Georgia, unless specifically required to the contrary by local Laws and then only to the extent, if any, strictly required by such Laws.

12. If any provision of this Confidentiality Agreement shall be held to be invalid or unenforceable, such provision shall not invalidate or render unenforceable the entire Confidentiality Agreement, but rather this Confidentiality Agreement shall be construed as if the particular invalid or unenforceable provision was omitted or, to the extent possible, the invalid or unenforceable provision shall be replaced with a valid, enforceable provision coming closest to the intention of such provision in the context of this Confidentiality Agreement.

13. This Confidentiality Agreement may not be amended orally, but only by a writing signed by you and SunTrust and Vendor. No delay or failure to enforce any provision of this Confidentiality Agreement,

shall be construed, operate or be effective as a waiver of the right to enforce that or any other provision of this Confidentiality Agreement, at any time.

14. Nothing contained in this Confidentiality Agreement shall affect the intellectual property rights of the Vendor or SunTrust, or alter in any way the confidentiality or other obligations of either party, as set forth in the Master Services Agreement by and between Vendor and SunTrust and such Master Services Agreement shall prevail over this agreement should any conflict of interpretation arise with regard to such intellectual property rights or obligations.

IF BEING SIGNED BY AN INDIVIDUAL (NATURAL PERSON):

<u>Poulomi Sengupta</u> Witness	_____ Signature of Vendor Employee/Contractor
	<u>Md. Kamran Uddin</u> Printed Full Name
	<u>9/23/2024</u> Date Signed

IF BEING SIGNED BY A LEGAL ENTITY (OTHER THAN A NATURAL PERSON):

By:	_____
Name (Type or Print):	_____
Title:	_____
Date:	_____

[attach applicable SunTrust policies and standards]