

Confidential**[For Non-Employee of Samsung SDS Use]**

NON-EMPLOYEE CONFIDENTIALITY AGREEMENT AND CONSENT TO RELEASE OF PERSONAL INFORMATION

As a non-employee of Samsung Data Systems India Private Limited (hereinafter called "Samsung SDS"), I understand that in the course of my working relationship with Samsung SDS, I share the responsibility of maintaining the confidentiality of trade secrets and proprietary information of Samsung SDS as set forth below.

1. I will strictly comply with the regulations, guidelines and policies of Samsung SDS regarding the protection of technological or managerial information useful for research and development, sales methodologies and other business activities of Samsung SDS that is not publicly known including but not limited to the source codes, algorithms, diagrams, presentations and documents (hereinafter called "Trade Secrets") during my performance at Samsung SDS.
2. I will collect and use the personal information provided by Samsung SDS, Samsung SDS' clients and their employees within the scope of purpose and method allowed by relevant laws, including Information Technology Act and other Data Protection Laws, and will prevent the leak of personal information, and will comply such aforementioned laws and the rules and regulations of Samsung SDS.
3. I hereby agree to use the Trade Secrets of Samsung SDS and its clients only for designated works as per the authorization received from SDS, regardless of whether I have acquired such Trade Secrets during the working relationship or not. Furthermore, I agree not to duplicate any materials which may contain Trade Secrets by any means, including but not limited to copying, recording and videotaping other than for designated works. I will neither use Trade Secrets for personal interest nor reveal or disclose Trade Secrets to any third party both inside and outside Samsung SDS by any means during and after the performance or relationship with Samsung SDS unless Samsung SDS or its client company gives a prior written consent.
4. I will neither make access to unauthorized information, facilities, information networks (including internet), PC or system nor use any unauthorized program, information storage device, process device (including but not limited to external hard-disk and modem) and illegally duplicated program. In addition, I will protect information assets such as, but not limited to document, photo, PC, electronic file, storage device, electronic equipment and information network system provided by Samsung SDS from unauthorized alteration, damage, loss, disclosure and unauthorized removal and will not use such information assets for personal purposes other than for purposes authorized by Samsung SDS.
5. I recognize and agree that, in relation to the use of Internet networks, personal computers and electronic mail (for business and personal use) provided by Samsung SDS, I have duties to protect the Samsung SDS's information assets including, but not limited to trade secrets, to prevent the misuse and abuse of electronic mail, and to comply various e-mail regulations of Samsung SDS. When using electronic mail, I will neither deliver nor disclose any information relating to Samsung SDS to any third party without a prior approval from Samsung SDS. In addition, in order to prevent disclosure of any technological or managerial information, and for operation and maintenance of Samsung SDS's information networks, and to protect technological or business information and personal information of all customers and Samsung SDS employees, and for preventing the misuse and abuse of electronic mail, I hereby recognize and agree that I am aware of the functions of Samsung SDS operated security system and security program like either management

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of security gates and carrying in/out of Samsung SDS's assets, CCTV operation, management of PC usage, document DRM(Digital Rights Management), management of prints and control of Mobile camera within Samsung SDS. and I agree that Samsung SDS may either store and inspect of the contents created and collected from that security system and security program, security check, store, inspect, copy, delete and recover the contents of either any electronic mails, files, documents and other materials created or transmitted out from Samsung SDS's assets carried out, PC or Internet network provided by Samsung SDS.

6. I hereby acknowledge that the ownership, rights and interests in and to all invention, discovery, development, design, concept, technology and information, and the related workproduct, which I create alone or with Samsung SDS during the performance at Samsung SDS, are determined by the contract relationship between Samsung SDS and the company I belong to. I hereby agree not to use any rights which are acknowledged as those of Samsung SDS for personal or the third party's interest nor disclose such rights to a third party without a prior written consent of Samsung SDS during and after the relationship with Samsung SDS.
7. I will return to Samsung SDS all information assets, including but not limited to charts, drawings, specifications, memos, reports, notes, magnetic tapes, disks, files and other recording materials, which may contain Trade Secrets and the related material, upon the termination of performance or relationship with Samsung SDS, and will not to personally possess any of the aforementioned items in any form of duplication.
8. I hereby acknowledge and agree that my personal information can be used for or in connection with the Samsung SDS' systems for the purposes of convenience in work or information protection (such as information asset management, entry/exit control, communication control, and emergency and crisis management system).
9. I hereby agree that this pledge is governed and subject to the applicable laws of India and any other relevant jurisdictions.
10. I agree, that the software code and official document must not be leaked on Github or other P2P sharing sites. The company has all rights over the information / asset created/acquired in connection with their work and nobody can leak; distribute the same outside without the company's written approval.
11. I agree that I will not access non-business sites, unknown source, suspicious email, link or banner in mail body and any attachments. I will strictly adhere to the code of conduct / cyber etiquettes and Security Guidelines for Users on WFH (attached herewith as annexure A with this) given by Samsung SDS.
12. I will never share company ID (Knox ID) for non-business purpose.
13. I will securely store my Personal account information (ID/Password) and maintain it carefully. (Including changing of password periodically).
14. I will protect passwords and never disclose or share them with anyone, and make strong passwords as per company password policy.

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All above-mentioned points are applicable for third party vendors/users who will be working with SAMSUNG SDS and are bringing the laptops/PC assigned to them by their own parent company, into the Samsung Network.

I have carefully read the aforementioned fourteen items and afterwards signed this pledge.

Date : _____
Company Name : _____
Employee Number : _____
Name : _____

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