

## **Exhibit D – Contingent Worker Agreement**

### **PURPOSE**

This is an agreement between Dell Inc. or its subsidiary (“Dell”) and \_\_\_\_\_ (“Staffing Vendor”) on the one hand and the undersigned Contingent Worker working on the premises of Dell or performing business on behalf of Dell (hereinafter, “Contingent Worker”).

### **RELATIONSHIP WITH DELL**

Contingent Worker is a common law employee of Staffing Vendor. Contingent Worker acknowledges and agrees that he or she is not and will not be an employee of Dell and is not entitled to compensation from Dell or the benefits offered by Dell to its employees. Contingent Worker cannot become an employee of Dell unless all of Dell’s pre-employment requirements, including the issuance and execution of a written offer letter, have occurred. No representative of Dell is authorized to make any agreement to the contrary.

### **COMPLIANCE WITH DELL CODE OF CONDUCT**

Although Contingent Workers are not employees of Dell, while performing services for Dell Contingent Workers are expected to comply with the principles and standards found in Dell’s Code of Conduct, which is available via this [link](#).

### **CONFIDENTIAL AND PROPRIETARY INFORMATION**

Contingent Worker has a duty to refrain from disclosing Confidential and Proprietary Information obtained from business transactions, and to protect confidential relationships between Dell and those persons with whom Dell transacts business.

The obligation to maintain the confidentiality of such information remains in effect even after the end of the Contingent Worker’s business relationship with Dell.

Additionally, Contingent Worker shall not use Confidential or Proprietary Information obtained in the course of their engagement with Dell to advance private interests or for personal gain. Confidential and Proprietary Information should never be discussed or disclosed except as authorized by the Dell contact person. “Confidential and Proprietary Information” includes information of commercial value to Dell that has been created, discovered, and developed by Dell; that has been disclosed to Dell under obligations of confidentiality; or that Dell has become aware of or in which property rights have been assigned or conveyed to Dell. Contingent Workers should assume that any information relating to Dell is Confidential and Proprietary Information unless the information is public knowledge.

Dell maintains security measures at each building and physical facility to ensure that sensitive confidential and proprietary information is not compromised. Dell’s work areas are limited to employees and non-employees who are conducting Dell business. Contingent Workers are not permitted to enter Dell facilities for social visits or any other purpose other than Dell business without authorization from a Dell manager.

Any Work Product that is developed, prepared, conceived, made or suggested by Contingent Worker in the course and scope of his or her assignment at Dell, including all such Work Product as may be originated or conceived during the term of his or her assignment but completed or reduced to practice thereafter, shall be deemed “Dell Work Product” and a “work for hire.” Such Dell Work Product shall be promptly disclosed by Contingent Worker to Dell and shall remain the exclusive property of Dell whether or not deemed to be a “work for hire” within the meaning of Section 101 of the Copyright Act.

Any and all rights, title, and ownership interests, including copyright that Contingent Worker may have in or to Dell Work Product or any tangible media embodying such Work Product are hereby assigned to Dell, and Dell shall have the royalty-free right to use such Work Product. Contingent Worker, however, does not assign or agree to assign to Dell any existing Work Product that does not qualify as Dell Work Product (that is, Work Product which does not relate in any way to Dell’s business or demonstrably anticipated research and development and which was made prior to Contingent Worker’s assignment to Dell); provided, however, that, by the execution date of this Agreement, Contingent Worker attaches to this Agreement a written designation of all such excluded Work Product, if any. If no such written designation is attached, Contingent Worker hereby grants an irrevocable, nonexclusive, royalty-free, worldwide license to Dell to make, use, sell, reproduce, modify, market, distribute, and sublicense Work Product developed by Contingent Worker prior to his or her assigned at Dell.

During and after assignment at Dell, Contingent Worker shall assist Dell in obtaining patents, copyrights and other indicia of ownership with respect to all such Work Product which Dell shall, in its sole discretion, determine to obtain, and Contingent Worker shall execute all documents and do all things reasonably necessary to assist Dell to obtain the same, to vest Dell with full and exclusive title thereto, and to protect the same against infringement by others. Further, Contingent Worker hereby designates, and agrees to designate, Dell as

attorney-in-fact for Contingent Worker in obtaining patents, copyrights and other indicia of ownership with respect to all such Work Product which Dell shall, in its sole discretion, determine to obtain.

Finally, Contingent Worker agrees to fully cooperate with Dell regarding the transfer of any knowledge, information, or work product to Dell pertaining to all work performed by Contingent Worker while performing services for Dell or for any customer or client of Dell.

## **USE OF DELL INFORMATION TECHNOLOGY RESOURCES**

Dell's information technology resources are Dell property and include its E-mail, electronic bulletin board, computing, Internet, Intranet, facsimile, telephone, paging and voice mail systems. These resources are intended to facilitate internal and external communications concerning the business and other activities of Dell and its Staffing Vendors. Outside organizations may not utilize them for solicitation or distribution of written material to Dell employees.

Contingent Worker may be permitted use of these resources in certain circumstances, but must abide by Dell's policy regarding such resources. Contingent Workers may not use such resources for personal use and may not engage in solicitation or distribute written material for outside organizations to Dell employees, nor may Contingent Worker use such resources in a manner that disrupts operations or violates any other Dell policy.

All pass codes or passwords used by Contingent Worker are the property of Dell. Dell may override Contingent Worker's password(s) and/or require Contingent Worker to disclose his or her password to Dell at any time.

Contingent Worker may not share passwords or access information technology resources assigned to another person without that person's consent. Dell reserves the right to access, intercept, monitor, record, copy, review, disclose, download and delete any communications or files created or maintained on its information technology resources. Contingent Workers consent to this action by Dell. Contingent Workers must comply with any other applicable policies relating to information technology resources.

Contingent Worker must not work for a Dell competitor at any time during their assignment at Dell. Dell competitor is defined as any entity which sells or offers for sale any of the products or services sold or offered for sale by Dell.

## **INVESTIGATIONS**

Dell uses various monitoring and recording methods and may from time to time need to investigate Contingent Workers' actions or other circumstances. Examples of monitoring, recording and investigative methods include video monitoring and recording, metal detectors, searches, inspections, audio monitoring and recording, background investigations, and drug and alcohol testing. However, Dell reserves the right to use any monitoring, recording or investigative method that it deems appropriate and compliant with applicable Dell policy and law. Contingent Worker expressly consents to all such monitoring.

Contingent Worker understands and agrees that Contingent Worker cannot expect privacy with respect to the materials Contingent Worker brings onto Dell premises or with respect to their use of Dell resources (including E-mail, computers, Internet, Intranet, facsimile machines, telephones, voice mail, pagers and other resources). Areas subject to monitoring, recording or investigations include: offices, desks and other workspaces; lockers and other storage areas; computers, including E-mail, Internet and Intranet usage; telephones, including records of numbers dialed and voice mail; pagers; facsimile machines and modems, including faxes sent and received; mail; and Contingent Workers' persons and personal belongings, including vehicles on Dell premises.

## **DRUG AND ALCOHOL FREE WORKPLACE**

Dell prohibits the use, sale, transfer, manufacture, distribution, dispensation, consumption, or possession of illegal drugs, inhalants, or alcohol (i) on Dell's premises; (ii) when Contingent Workers are performing services on behalf of Dell; and (iii) when Contingent Workers are operating Dell vehicles.

Contingent Workers may not perform work for Dell, operate Dell vehicles, or be present on Dell's premises while they are under the influence of illegal drugs, inhalants, or alcohol.

## **PROHIBITION OF DISCRIMINATION AND HARASSMENT**

It is the policy of Dell that any form of discrimination or harassment on the basis of race, color, religion, national origin, sex (including pregnancy), age, disability, sexual orientation, gender identity, marital status, veterans' status, or any other status protected by law, will not be tolerated. "On the basis of sex" includes sexual harassment.

Sexual harassment can include, among other things, unwelcome propositions, flirtations and requests whether express or implied, for sexual favors. It can also include other unwelcome verbal, visual or physical conduct of a sexual nature, such as unnecessary touching of

individual, graphic or verbal commentaries about an individual's body, sexually degrading verbal abuse, a display in the workplace of sexually suggestive objects or pictures, sexually explicit or offensive jokes and physical assault. Sexual discussions or conduct, and comments or conduct that are discriminatory or offensive on the basis of race, color, religion, national origin, sex (including pregnancy), age, disability, sexual orientation, gender identity or any other status protected by law, are inappropriate in the workplace and violate Dell policy even if they do not meet the legal definition of unlawful sexual or other discrimination or harassment. If a Contingent Worker violates Dell policy regarding discrimination or harassment, Staffing Vendor will take action against the Contingent Worker which may include the Contingent Worker's permanent exclusion from Dell's premises.

Any Contingent Worker who feels that he or she is a victim of discrimination, harassment or other inappropriate conduct by any supervisor, management official, other employee, Dell, supplier, or any other person in connection with Dell, should bring the matter to the immediate attention of the Contingent Worker's Staffing Vendor.

## **NO SOLICITATION OR DISTRIBUTION**

Contingent Workers are not permitted to solicit or distribute written or printed matter on Dell premises (including all buildings, offices, facilities, grounds, parking lots, places and vehicles owned, leased or managed by Dell, its subsidiaries or Staffing Vendors, or any such areas where Dell has exclusory interests). Contingent Workers may not remain in Dell buildings or work areas before or after work hours.

## **NO WEAPONS POLICY**

Where permitted by law, Dell policy prohibits the possession, concealment, use or transfer of any firearm (including any handgun) or any other weapon (including knives, clubs, tear gas, mace, or other articles or devices that are primarily used to inflict injury), while at work, on Dell's premises (including buildings, parking lots, walkways and any other property owned or leased by Dell), in Dell's vehicles, or while on Dell business. Even where permitted by law to carry a concealed handgun or weapon, an individual may not enter Dell's property with a concealed weapon or handgun. In addition to other remedies available, a violation of this policy may result in prosecution for criminal trespass.

## **DISPUTES WITH DELL**

**DELL AND CONTINGENT WORKER WAIVE A TRIAL BY JURY OF ANY OR ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN DELL AND CONTINGENT WORKER, INCLUDING ANY ACTION OR PROCEEDING ARISING OUT OF, UNDER, OR CONNECTED WITH THIS AGREEMENT, ANY OF ITS PROVISIONS, CONTINGENT WORKER'S RELATIONSHIP WITH DELL, OR ANY TERMINATION OF CONTINGENT WORKER'S RELATIONSHIP WITH DELL.**

## **CONTINGENT WORKER ACCEPTANCE**

I agree to comply with the terms of this Agreement. I understand that my obligations under this Agreement supplement any contractual agreements I have or my employer has with Dell.



Contingent Worker's Signature

29/01/2020

Date

MUNDURI SREERAMYA

Contingent Worker's Name (please print)