

Emp ID	Emp Name	Date	Signature

Addendum C

To be Signed by All Workers At Initiation of Task Order

Secrecy and Inventions Agreement

All Contractor and Subcontractor personnel who are assigned to perform work, services or tasks for the Company are required to sign the following Agreement.

Dear _____:

You have been assigned by _____ ("Contractor") to perform contract services for Retail Finance International Holdings, Inc., Synchrony Financial, or an affiliate or subsidiary of the foregoing (individually and collectively, the "Company"). As a condition of Contractor's engagement by Company, it is a requirement that you agree (i) to hold in confidence information that you learn about the Company as a result of your work, and (ii) that the results of your work will be owned by the Company.

This Agreement is for the benefit of the Company.

1. **Conflict of Interest.** You warrant that your work with the Company will not in any way conflict with any obligations you may have in favor of prior or other employers or in favor of other persons or entities. You further warrant that, during the time you are providing services to the Company, you will refrain from any other activities that would present a conflict of interest with your work on behalf of the Company.
2. **Secrecy.** You agree to hold in confidence all proprietary and confidential information that you obtain from, or as a result of your work for the Company, or that you develop for the Company, and you agree not to use for your own benefit or for the benefit of others, or disclose to others, at any time during or after termination of your work for the Company, such information without the prior written consent of the Company. You also agree that you will not knowingly disclose to the Company any information that is the secret, confidential, or proprietary information of any other person or entity. Confidential information includes, but is not limited to, all non-public information furnished or made available to you orally or in writing in connection with your work for the Company or developed by you, such as data, ideas, concepts, procedures, agreements, deliverables, notes, summaries, reports, analyses, compilations, studies, lists, charts, surveys and other materials, both written and oral, in whatever form maintained concerning the business of the Company or the Company's customers and/or vendors. Confidential information also includes any personal data you may be furnished with or exposed to in the performance of your work for the Company. Confidential information excludes all information and materials that are or become publicly available through means other than through the violation of an obligation of confidentiality to the Company or any other party. Your obligation of confidentiality shall continue in effect (a) for seven years following the date you last provided services to the Company with respect to all confidential information that is not a trade secret, (b) for as long as such confidential information remains a trade secret under applicable law, with respect to confidential information that is a trade secret, and (c) in perpetuity with respect to all personal or customer data.
3. **Inventions.** You agree that any work product that you produce in providing services to the Company and any inventions, developments, suggestions, ideas, innovations, concepts or reports conceived, created, developed or discovered by you as a part or a result of your work to the

Signature _____

promptly notify the Company of any Development, and, if deemed necessary or desirable by the Company, you agree to execute any documents provided by the Company to convey or perfect ownership in any such Development in the Company or its designee, including an assignment in the form attached to this agreement or as otherwise provided. You agree to cooperate with the Company, at the Company's expense, in obtaining, maintaining or sustaining patents or other intellectual property protection anywhere in the world with respect to any such Developments. Should any such Developments be the result of combined efforts with, or the invention of, any person or persons, other than yourself, you will so inform the Company of this at the time you notify the Company of the Development. Your obligations under this letter will survive any termination of your agreement with the Company and any expiration or termination of any Task Order or other agreement with the Company under which you are performing services.

4. Copyrights. You agree that all copyrightable material that results from services performed by you for the Company shall belong exclusively to the Company. If by operation of law any such copyrightable materials are deemed not to be works made for hire, then you hereby assign, and agree to assign in the future, to the Company the ownership of such materials and the copyrights for the same. The Company may obtain and hold in its own name copyrights, registrations, and other protection that may be available with respect to such copyrightable material, and you agree to provide the Company any assistance required to perfect such protection. You also agree to waive any "artist's rights", "moral rights", or other similar rights you might otherwise have in any copyrightable materials you develop during the term of this Agreement. To the extent you cannot effectively waive such rights, you agree not to seek to enforce such rights against the Company or any purchaser or licensee of such materials from the Company.
5. Employer-employee Relationship. In furnishing services to the Company under any Task Order or other agreement between the Company and Contractor, you will not be an employee of the Company and will not by reason of this agreement or the performance of your services be entitled to participate in or receive any benefit or right under any of it's the Company's employee benefit or welfare plans, including, without limitation, employee insurance, pension, savings and stock bonus, and savings and security plans.
6. Governing Law. This agreement, its validity, performance, construction and effect shall be governed by the laws of the State of New York, United States of America, excluding its conflict of laws rules. The laws of the United States of America shall govern issues involving the creation, protection, or exercise of rights in Intellectual Property.

If the foregoing terms are acceptable to you as a condition for performing services for the Company, please indicate your acceptance by signing one copy of this letter and returning it to us. You may retain the other copy for your information and file.

Very truly yours,

Company

By: _____

ACCEPTED: _____

Date: _____

Emp ID	Emp Name	Date	Signature

Addendum C-1

For Execution By Contractors, Subcontractors and Workers Upon Completion of a Task Order

Assignment of Rights

This is an Assignment made on _____, 200__, between _____ ("Assignor" or "you") and _____ ("Company", "us" or "we").

This Assignment relates to any work product, invention, development, suggestion, idea, innovation, concept or report conceived, created, developed or discovered by Assignor in connection with services provided by Assignor to the Company under Task Order _____ (the "Work Product"), which Work Product may be more specifically described in Annex A to this Assignment.

You represent that you are the sole creator (or have noted other contributors below) of the Work Product and that the Work Product is original and exclusive to the Company, has not been previously sold in any form, is not in the public domain and does not infringe upon any statutory copyright or upon any common law right, proprietary right or any other right of any third party; that you have not previously assigned, pledged or otherwise encumbered the same; and that you have full power to enter into this Assignment and to make the transfer provided for in this Assignment.

You hereby transfer and assign to us any and all rights you might have in the Work Product, including any right, title, and interest in and to the physical embodiment of the Work Product and to any copyright or other intellectual property right in the Work Product. You acknowledge that this transfer is in furtherance of your (and your employer's obligations) to the Company under prior agreements.

You hereby agree to waive or in any case to not enforce any "moral rights", "artist's rights", or other similar rights, you might have in relation to the Work Product.

You acknowledge that this Assignment transfers complete ownership in the Work Product, the copyright and any other intellectual property right in the Work Product to the Company, and therefore forecloses your use, sale, authorizing the sale by any third party of, reproducing, licensing or otherwise exploiting the Work Product. This Assignment imposes no obligation on the Company to use the Work Product.

This Agreement, its validity, performance, construction and effect shall be governed by the laws of the State of New York, United States of America and by the laws of the United States, excluding its conflict of laws rules.

In Witness Whereof, the parties have executed this Assignment on the day and year first above written.

List of Other Contributors, if any: _____

ASSIGNOR

GDC Signatory Authority

_____ <Business>

By: _____
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____