



APPENDIX 2

EMPLOYEE INTELLECTUAL PROPERTY, CONFIDENTIALITY AND DATA PROTECTION AGREEMENT

This Agreement is entered into by and between **Freddy Jetty Johnson** hereinafter referred to as “you” or “your” and the Company and is effective on the earlier of: (i) the first day of your employment with the Company; or (ii) the date on which any of SAP’s Confidential Information or Trade Secrets are first disclosed to you if earlier (the “Effective Date”) and forms part of your employment contract.

This Agreement sets forth your obligations relating to Intellectual Property

DEFINITIONS:

To help you understand your obligations under this Agreement, the following definitions are provided. Because some of the following terms may be unfamiliar to you, if you do not understand any of them, you should ask for an explanation.

1. “Company” means the SAP entity by which you are employed;
2. “SAP” means the Company; SAP SE, a German corporation; and each of them; and each and all of their respective parent, subsidiary and affiliated group companies.
3. “Trade Secrets” means any scientific or technical information, design, process, procedure, formula, data processing technique, or improvement that is valuable and secret (in the sense that it is not generally known to competitors of SAP or clients, as applicable) and belongs to SAP or its clients including without limitation, information and technology embodied in computer programs (regardless of whether in source or object code form), system and user documentation, and program designs, that provide SAP or its clients with an advantage over their respective competitors.
4. “Confidential Information” means any data or information, other than Trade Secrets, that is material to SAP or its clients and not generally known by public including, without limitation; (i) price, cost, license, and sales data, (ii) the identities and locations of vendors and consultants furnishing materials and services to SAP or its clients and the terms of such arrangements, (iii) customer and licensee lists; (iv) financial information that has not been released to the public, (v) future business plans, licensing strategies, and advertising campaigns, or (vi) information and technology embodied in computer programs (regardless of whether in source or object code form), system and user documentation, and program designs not otherwise considered Trade Secrets.
5. “Inventions” means inventions, discoveries, improvements, developments, ideas and designs, whether or not patentable, relating to products, machines, methods, processes, systems, formulas, computer programs and software.
6. “Intellectual Property” includes but is not limited to, patents, copyrights, trade secrets and all other confidential information.
7. “Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.



UNDERSTANDING AND OBLIGATIONS:

1. Trade Secrets and Confidential Information:

SAP has developed and acquired highly valuable Trade Secrets and Confidential Information and has access to its clients' highly valuable Trade Secrets and Confidential Information that provides SAP and its clients respectively, with a competitive advantage in their respective business, the disclosure of which would cause SAP and its clients irreparable harm. During the course of your employment with SAP, You may have access to Trade Secrets and Confidential Information.

2. Non-Disclosure and Non-Use

In order to protect the Trade Secrets and Confidential Information, you agree that; (a) during the period of your employment with SAP and for so long afterwards as the pertinent ideas and information remain Trade Secrets, you will not disclose or provide to anyone, and will not use, modify, copy or adapt (except in the course of performing your duties for SAP) any Trade Secrets, and (b) during the period of your employment with SAP, and for so long thereafter as the pertinent ideas and information remain confidential, you will not disclose or provide to anyone, and will not use, modify, copy or adapt (except in the course of performing your duties for SAP) any Confidential Information. You acknowledge that SAP and its clients shall conclusively determine whether such pertinent ideas and information continue to remain confidential.

You agree that your obligation not to use, copy, disclose, or provide to third parties any Trade Secrets or Confidential Information shall survive termination of your employment with SAP, regardless of the grounds for such termination.

You agree that a breach of your obligations under this Appendix will cause SAP or its clients irreparable harm, for which monetary damages would not provide an adequate remedy. In the event of a violation of this Appendix, you agree that SAP or its clients will be entitled to seek and obtain such injunctive (temporary or permanent) relief as a court of competent jurisdiction may find appropriate under the circumstances and hereby consent to the granting of such relief.

3. Inventions/ Patents:

During the course of your employment at SAP, you may solely or jointly, develop Inventions. To "jointly" develop an invention generally means you worked with at least one other individual during the development of the Invention (beginning from the time the Invention was conceived and leading up to and including the time the Invention was developed).

a) With respect to any such Inventions, you agree to:

- i. disclose such Inventions promptly and fully to SAP in accordance with SAP's then current Invention disclosure guidelines;
- ii. assign all right, title and interest in and to such Inventions to SAP, SAP SE or any other entity nominated by SAP which will have the exclusive rights to patent or otherwise protect such Inventions throughout the world; and
- iii. execute acknowledge and deliver to SAP, at the expense of SAP, all documents, including applications for patents, and do all other things that may be necessary to enable SAP or its nominee to establish a proprietary position in or protect such Inventions by patent or otherwise and to vest title in such inventions in SAP or its nominee (e.g., render any assistance as SAP may require in any Patent Office proceeding or litigation involving such Invention).



b) Reservation

SAP acknowledges and respects the rights of its employees. To that end, if you have developed an Invention prior to your employment with SAP, please list it/them below to reserve your rights in such Inventions (Please attach a separate list if the space below is sufficient).

4. Copyrights

During the course of your employment at SAP, you may, jointly or solely, be considered an author of copyrightable material such as writings, including but not limited to computer programs, modifications, updates, derivative works and revisions of computer programs, software, scientific and technical data and reports (hereinafter "Works").

- a) With respect to any such Works, you agree that the Works shall be:
 - i. disclosed promptly and fully to SAP as appropriate; and
 - ii. considered "work made for hire" and the sole property of SAP who will have the exclusive rights to copyright in such Works or to otherwise protect such Works throughout the world.
- b) To the extent that any such Works do not qualify as work made for hire, you agree to:
 - i. assign on reasonable terms to be mutually agreed, all right, title and interest in and to such Works to SAP or its nominee which will have the exclusive rights to copyright in such Works or to otherwise protect such Works throughout the world; and
 - ii. execute, acknowledge and deliver to SAP, at the expense of SAP, all documents, including applications for copyright registration, and do all other things that may be necessary to enable SAP or its nominee to establish proprietary rights in or to protect such Works by copyright or otherwise and to vest title in such Works in SAP or its nominee (e.g. render any assistance as SAP may require in any Copyright Office proceeding or litigation involving any such Work).

5. Previous Employment Obligations:

SAP is extremely mindful of the critical nature of Trade Secrets and Confidential Information. Accordingly, you hereby represent that, during the course of your employment, you will not bring any such materials to SAP nor expose any SAP employees to any such materials including, but not limited to, price lists, non-public organisational charts, pricing information, marketing plans, competitive analyses, and customer lists. Under no circumstances may any such information be used to further SAP in the marketplace.

Additionally, any valid restrictions, covenants, or confidentially agreements to which you have previously agreed with former employers must be adhered to in the course of your employment with SAP to the extent enforceable based on applicable law. To that end, you acknowledge that SAP has not, and will not, require, request, or induce you to violate your obligations to any third parties, including SAP's competitors.

6. Obligation to observe Data Privacy:

You acknowledge that you must not collect, process, publish or disclose or otherwise use any Personal Data without authorisation, except for your own personal data or any personal data to which you may have lawful rights. You are obliged to observe confidentiality regarding Personal Data to which you may have access in accordance with applicable laws and regulations and to disclose Personal Data only on a strict need-to-know basis as required for fulfilling your obligations to other authorised employees and/or third parties who are subject to written



obligations giving an equivalent level of Data Privacy and Confidentiality as provided for in this Agreement.

Your obligations under this Clause apply to all Personal Data to which you may have access in the course of your employment at SAP and includes, without limitation, (i) the Personal Data of SAP employees; (ii) the Personal Data of employees of SAP customers, SAP partners, SAP consultants and any other third party; and (iii) Personal Data in the legal responsibility of any of the aforementioned entities and persons.

Your obligations under this Clause shall remain in force after termination of your access to the Personal Data, and after termination or expiration of your employment. You acknowledge that any violation of this Clause may result in criminal penalties or imprisonment in accordance with applicable data protection and privacy laws as well as civil liability.

7. Waiver:

No waiver by you or SAP of any breach of any provision hereof will be deemed a waiver of any prior or subsequent breach of the same or any other provision. The failure of you or SAP to exercise any right provided herein will not be deemed on any subsequent occasions to be a waiver of any right granted hereunder to you or SAP.

8. Severability:

If any portion of this Appendix should be declared to be void or unenforceable, then the remaining portions hereof will continue to be binding and will be enforced to the extent permitted by law, as though the void or enforceable portions were deleted (or reformulated, to the extent permitted by law, for purposes of enforcement thereof). As used in this Appendix, all references to SAP and its clients shall, unless the context otherwise requires, also be constructed to refer to their respective subsidiaries, affiliates, and controlling parties and shall inure to the benefit of SAP and its clients, their respective subsidiaries, affiliates, and controlling parties, and their respective successors and assigns. This Appendix: (i) is made under, and is subject to the laws governing your Employment Contract (ii) constitutes the entire agreement with respect to the subject matter hereof; (iii) is specifically intended to supersede and terminate any prior agreements relating to the same subject matter, and (iv) contains all the covenants, warranties, and representations with respect to the subject matter hereof.

YOU ACKNOWLEDGE THAT BEFORE SIGNING THE AGREEMENT TO WHICH THIS APPENDIX IS ATTACHED YOU WERE GIVEN AN OPPORTUNITY TO READ IT, CAREFULLY EVALUATE IT AND ASK ANY QUESTIONS ABOUT IT. YOU ALSO ACKNOWLEDGE THAT YOU HAD THE RIGHT TO HAVE THIS APPENDIX REVIEWED BY YOUR LEGAL ADVISORS AND THAT SAP WAS PREPARED TO GRANT YOU A REASONABLE PERIOD OF TIME TO DO SO IF YOU SO DESIRED. THIS APPENDIX MAY BE CHANGED ONLY BY WRITTEN NOTICE AS AGREED UPON BY THE PARTIES.

THIS APPENDIX NEITHER IMPLIES NOR ESTABLISHES A CONTRACT OF EMPLOYMENT BETWEEN YOU AND SAP NOR SHALL IT BE CONSTRUED AS A GUARANTEE OF YOUR CONTINUED EMPLOYMENT WITH SAP. THIS APPENDIX SHALL NOT BE CONSTRUED TO ESTABLISH OR AFFORD ANY RIGHT TO CLAIM SPECIFIC COMPENSATION OR OTHER EMPLOYEE BENEFITS.

A VIOLATION OF THIS APPENDIX DURING YOUR EMPLOYMENT WITH SAP WILL SUBJECT YOU TO DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION OF YOUR EMPLOYMENT, AND MAY SUBJECT YOU TO CIVIL AND/OR CRIMINAL PENALTIES DURING YOUR EMPLOYMENT AND THEREAFTER.

IN WITNESS WHEREOF, you have caused this Agreement to be executed as of the Effective Date.



EMPLOYEE:

Signature: _____

Printed Name: _____

Date: _____