

Acknowledgment and Agreement by Supplier Personnel

I, _____, am entering into this Acknowledgment and Agreement (the "Agreement") as a condition of my assignment by my employer ("Supplier") to perform services for Discover Financial Services or any of its affiliated entities (collectively, "DFS").

I understand and agree to the following terms of my assignment:

1. No Employment Relationship with DFS. I am an employee of Supplier. This assignment does not make me an employee of DFS, now or in the future. Supplier is responsible for providing me any employment-related training related to my job duties. To the extent that DFS provides any role-specific training/information pertinent to the services I provide DFS, receipt of such training does not make me an employee of DFS. Supplier or I shall be responsible for filing all required forms and making necessary payments related to my W-2 and State employment-related taxes.

2. No Benefits. I understand and agree that I will not be eligible to receive any benefits that DFS offers to its employees. Such benefits may include, but are not limited to, general training, Paid Time Off, leave benefits, health insurance, bonus, stock purchase and option plans, and 401(k) participation. I further agree that to the extent that I may satisfy the terms of eligibility for any such benefit programs, I specifically waive and disclaim my right to such benefits.

3. Confidentiality. I acknowledge and agree that in the course of my assignment to DFS I may become aware of non-public, privileged or confidential information or trade secrets concerning DFS' business ("Confidential Information"). I understand that it would be damaging to DFS if such Confidential and Proprietary Information were disclosed to any third party or person in any format such as, for instance, electronically, paper copies, or via social media. I agree to keep all Confidential Information secret and confidential without limitation in time. I further agree to never assert any claim of ownership or other property interest in any such Confidential Information. I further acknowledge and agree that: (i) the use and disclosure of any such Confidential Information is subject to the confidentiality provisions of the Agreement between Supplier and DFS, (ii) Supplier has made available to me, and I have read and hereby agree to be bound by such confidentiality provisions, and (iii) without limitation on Supplier's responsibility for my actions, that DFS reserves the right to hold me responsible and liable for any improper use or disclosure of DFS' Confidential Information by me.

4. Protections. I understand that DFS prohibits any of its employees, agents, contractors or business partners from retaliating against any employee or non-employee staff (collectively "staff member") as a result of a staff member:

(a) disclosing information to a government or law enforcement agency, where the staff member reasonably believes that the information discloses a violation or possible violation of federal or state law or regulation;

(b) providing information, filing, testifying, participating in a proceeding, or otherwise assisting in an investigation or proceeding regarding any conduct that the person reasonably believes involves a violation of: (i) any rule or regulation of the United States Securities and Exchange Commission; (ii) any federal criminal law relating to securities fraud; or (iii) any provision of federal law relating to fraud against shareholders: or

(c) making other disclosures that are protected under the whistleblower provisions of federal law or regulation where an investigation is being conducted by a federal regulatory agency, a member of Congress, or a person at DFS with supervisory authority over the staff member.

I understand that staff members are encouraged to inform DFS management of any violations, but staff members are not required to notify DFS of such reports or disclosures before disclosing them to a federal or state agency. DFS policy does not prevent staff members from disclosing information to a federal, state, or

local government official or to an attorney, where such disclosure is made in the context of a whistleblowing or anti-retaliation lawsuit. If the disclosure includes any trade secrets, it must conform to the provisions of the U.S. Defend Trade Secrets Act (“DTSA”).

A trade secret is a formula, practice, process, design, instrument, pattern, commercial method, or compilation of information not generally known or reasonably ascertainable by others by which a business can obtain an economic advantage over competitors or customers. DTSA provides protections to DFS, as well as an immunity to staff members, for the disclosure of a trade secret to report a suspected violation of law and/or in an anti-retaliation lawsuit.

5. Miscellaneous. I recognize that the matters covered by this Agreement may only be amended or modified in writing and signed by Supplier, DFS and me in writing.

In consideration of my being permitted to perform work for or at DFS as an employee of Supplier, I understand and agree to the above terms.

I certify that I have read and understand the above provisions, and that by signing below I am agreeing to comply with these provisions.

Signature: _____

Printed Name: _____

Date Signed: _____

Supplier: _____