

Employee Data Protection and Confidentiality Statement

In consideration of my employment by SAP and disclosure by SAP of Confidential Information, I hereby covenant and agree as follows:

1 CONFIDENTIALITY

1.1 I undertake not to disclose any Confidential Information, except as may be permitted under this Employee Data Protection and Confidentiality Statement (hereinafter referred to as the "Statement"). For purpose of this Statement Confidential Information shall mean any information which SAP protects against unrestricted disclosure (whether orally, in writing or any other tangible form) to other parties and to which I obtain knowledge during the course of my activities for SAP. Confidential Information shall also mean any data that is identified as "Confidential" or "Proprietary" or would otherwise ordinarily be expected to be confidential or proprietary, including but not limited to:

- (a) Technical information concerning products and services owned and/or distributed by SAP and/or SAP AG and their worldwide affiliates and subsidiaries, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;
- (b) Information concerning trade and business of SAP and/or SAP AG and its worldwide affiliates and subsidiaries, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
- (c) Information concerning employees of SAP and/or SAP AG and its worldwide affiliates and subsidiaries, including salaries, strengths, weaknesses and skills;
- (d) Information submitted by (or held on behalf of) SAP's, SAP AG's or any of SAP AG's worldwide affiliates' and subsidiaries' customers, partners, suppliers, employees, consultants or co-venture partners for study, evaluation or use;
- (e) Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect the business of SAP and/or SAP AG and its worldwide affiliates and subsidiaries;
- (f) Any information that is protected by laws and regulations (e.g. bank secrecy and telecommunication secrecy).

However, I shall have no obligation to treat as confidential any information which:

- (a) Was in my possession or known to me, without an obligation to keep it confidential, before such information was disclosed to me by SAP;
- (b) Is or becomes public knowledge through a source other than me and through no fault of mine; or
- (c) Is or becomes lawfully available to me from a source other than SAP.

1.2 I shall keep all Confidential Information confidential and I shall not disclose any Confidential Information to any person other than authorized by SAP on a need to know basis and only for the purpose of fulfilling my duties for SAP. I undertake to disclose Confidential Information to third parties only with prior approval by SAP.

1.3 Should I become subject to a demand for discovery or disclosure of the Confidential Information under legal process, I shall give SAP prompt notice of the demand prior to furnishing the Confidential Information demanded (unless otherwise prohibited by applicable law) and, at the expense of SAP, shall obtain or cooperate with SAP in seeking reasonable arrangements to protect the confidential and proprietary nature of the Confidential Information.

1.4 I will keep Confidential Information taken off-site fully secured and in my physical possession during transit, never leaving it unattended or in any mode of transport (even if the mode of transport is locked). I will only take Confidential Information off-site if accessing it remotely is not a viable option.

- 1.5 I am obliged to adhere to any applicable SAP Policy aiming to protect Confidential Information, including but not limited to SAP's Security Policy, Data Protection and Privacy Policy and the related standards, or any amendment or new version thereof.

2 DATA PRIVACY

- 2.1 I am prohibited from collecting, processing, publishing, disclosing and/or otherwise using personal data without authorization, except for my own personal data or any personal data that I may have lawful rights to.
- 2.2 I am obliged to observe confidentiality regarding personal data I may have access to in accordance with applicable laws and regulations. This obligation also comprises not to disclose or use any personal data from SAP customers, SAP partners, SAP consultants, SAP employees and/or any other third party.
- 2.3 My obligation, to observe confidentiality regarding any personal data I may have access to, shall remain in force after termination of my access to such data, or after termination or expiration of my employment I acknowledge that any violation may result in termination of employment and/or criminal penalties or imprisonment in accordance with applicable data protection and privacy laws, or civil liability.

3 OWNERSHIP AND COPY RIGHTS OF THIRD PARTIES

- 3.1 I acknowledge and agree that Confidential Information, and all rights in and to the Confidential Information, which has been or will be disclosed to me, is and will remain the exclusive worldwide property of SAP and/or SAP AG and/or any of SAP's worldwide affiliates and subsidiaries and/or any other third party, and will be held in trust by me for the benefit of SAP. No license under any patent and/or copyright, nor any right with respect to the Confidential Information other than expressly set out herein, is granted to me under this Statement by implication or otherwise. I undertake to return such materials to SAP upon request without delay and/or, at SAP's choice, to destroy any copies thereof.
- 3.2 I undertake to respect the rights, especially the copyrights, of third parties. Unless the copyright holder has given its express consent in writing and SAP has given its approval for the respective use, third party software or materials shall not be used or modified in any way.
- 3.3 I undertake not to disclose copyright protected materials of third parties. In addition I shall not keep or store any such information on the premises or on systems owned and/or operated by or on behalf of SAP, SAP AG and/or any of its worldwide affiliates and subsidiaries, without permission and/or as legally required.

4 GENERAL PROVISIONS

- 4.1 My obligation not to disclose, use or rely on Confidential Information shall remain in force after termination or expiration of my employment and/or my access to Confidential Information.
- 4.2 This Statement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, statements, representations and understandings. This Statement may not be amended except in a writing signed by both SAP and me.
- 4.3 The failure to exercise any right provided in this Statement shall not be a waiver of prior or subsequent rights.
- 4.4 I agree that any misappropriation of any of the Confidential Information in violation of this Statement or applicable criminal law may cause SAP irreparable harm and that SAP shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as SAP deems appropriate. This right is to be in addition to the remedies otherwise available to SAP. Furthermore I acknowledge that any violation may result in disciplinary action up to and including dismissal from employment, criminal penalties or imprisonment in accordance with applicable data protection and privacy laws, or civil liability.
- 4.5 If any term or provision hereof is invalid or unenforceable (i) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect and (ii) the invalid or unenforceable term or provision shall be replaced by a term and provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

IN WITNESS WHEREOF, this Statement is executed as of the date written above and indicated below:

NAME: Mr Siddhesh Popat

USER-ID: I322502

DATE: _____

SIGNATURE: _____