

## Seller Personnel Agreement

Worker's Name ("Worker") SOPHIA GRACE LYDIA

Worker's Employer or Contractor ("Seller") COGNIZANT TECHNOLOGY SOLUTIONS

### 1. SCOPE

This agreement (this "Agreement") states the terms under which Seller will assign Worker to perform certain services for 3M Company and its affiliates ("3M Assignment"). This Agreement is made in consideration of the 3M Assignment, all compensation paid by Seller to Worker for the 3M Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. If Worker is a former 3M employee or otherwise has obligations to 3M under any other agreement, nothing in this Agreement reduces or otherwise alters Worker's obligations under such agreement.

### 2. 3M CONFIDENTIAL INFORMATION; 3M SYSTEMS ACCESS AND INVENTIONS

**WORKER AGREES AND ACKNOWLEDGES THAT WORKER MAY, IN CONNECTION WITH THE 3M ASSIGNMENT, RECEIVE, HAVE ACCESS TO, OR CONTRIBUTE TO 3M CONFIDENTIAL INFORMATION (as defined below), INCLUDING, WITHOUT LIMITATION, ACCESS TO VARIOUS DATA PROCESSING EQUIPMENT (SUCH AS COMPUTERS AND WORD PROCESSORS) THAT PROCESS, ACCESS, OR DISPLAY 3M CONFIDENTIAL INFORMATION. DURING THE 3M ASSIGNMENT AND CONTINUOUSLY THEREAFTER, WORKER WILL NOT USE, DISCLOSE, REPORT, OR DISCUSS 3M CONFIDENTIAL INFORMATION, EXCEPT TO AND WITH 3M EMPLOYEES IN CONNECTION WITH THIS OR A FUTURE 3M ASSIGNMENT.**

A. "3M Confidential Information" means all information that is: (1) not generally known about 3M, including, without limitation, trade secrets about 3M's processes and products, and information relating to research, development, manufacture, raw materials, purchasing, accounting, engineering, marketing, selling, services, finance, and business systems and techniques, or a third party's similar information entrusted to 3M; (2) disclosed to Worker during the 3M Assignment that Worker has reason to believe is, or that 3M treats as, 3M Confidential

Information; or (3) aurally or visually perceived by Worker while on any 3M site or accessing any 3M data storage, computer, or network system that is not otherwise covered in this paragraph (including, without limitation, technical, legal, or business information, software, and employee data).

B. 3M may give Worker access to one or more 3M data storage systems ("3M Systems") to assist Worker in providing services to 3M. Worker agrees that each access code ("Access Code") and password ("Password") provided by 3M to Worker will only be used by Worker and that Worker will not disclose any Access Code or Password to anyone and will use 3M Systems only as authorized and as necessary to provide services to 3M and in accordance with 3M's network rules. 3M may terminate Worker's rights to use 3M Systems at any time and for any reason. Access Codes and Passwords are 3M Confidential Information and must be returned to 3M on request, on 3M's termination of Worker's right to use 3M Systems, or at the end of Worker's 3M Assignment. Seller will, at its own expense, install and maintain all information technology equipment ("IT Equipment") required to transmit and receive data between its systems and 3M Systems. 3M may deny Worker access to 3M Systems if Worker's IT Equipment is incompatible with any 3M Systems. 3M may also make changes in the 3M Systems operation rules, accessibility periods, Worker identification procedures, types of terminal equipment, and system programming languages. 3M provides Worker with access to 3M Systems on an "AS IS" basis. 3M MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING 3M SYSTEMS. 3M is not responsible for any damage to Worker equipment or loss of Worker or Seller's data arising out of Worker's access to 3M Systems.

C. "Invention" means any discovery, improvement, and idea whether or not shown, described in writing, or reduced to practice, mask work (topography of semiconductor chips) and work of authorship (including, without limitation, document, drawing, manuscript, text, artwork, photograph, motion picture, video program, computer software, sound recording and similar property and work), whether or not patentable, registerable, or copyrightable that: (1) relates directly to 3M business; (2) relates to 3M's actual or demonstrably anticipated research or development; (3) results from the 3M Assignment; (4) is or was made using any 3M equipment, supplies, facility, or 3M Confidential Information; or (5) is or was developed during the 3M Assignment.

D. With respect to Inventions made, authored, or conceived by Worker, either solely or jointly with others, during the 3M Assignment or within one year after the 3M Assignment ends, whether or not during normal working hours or at 3M's premises, Worker:

1. Will keep accurate, complete, and timely records of Inventions, which records will be 3M property and be retained on 3M's premises.
2. Will promptly and fully disclose and describe any Inventions in writing to 3M.
3. Will assign, and does hereby assign, to 3M or its designated affiliate, all of Worker's rights to any Inventions, and to application for letters patent, copyright registrations, and/or mask work registrations in all countries and to letters patent, copyright registrations, and/or mask work registrations granted on such Inventions in all countries (collectively referred as "Registrations").
4. Will acknowledge and promptly deliver to 3M (without charge but at 3M's expense) such instruments and to do such other acts as may be necessary in 3M's opinion to preserve property rights against forfeiture, abandonment, or loss and to obtain, defend, and maintain all Registrations and to vest the entire right and title thereto in 3M or its designated affiliate.

This Section 2D does not apply to an Invention developed entirely on Worker's own time and for which no equipment, supplies, facility, or trade secret information of 3M was used and that does not: (a) relate directly to 3M business or to 3M's actual or demonstrably anticipated research or development; or (b) result from Worker's work during the 3M Assignment.

E. Worker will not disclose 3M Confidential Information to any other party and will use 3M Confidential Information only as is required in the 3M Assignment. During the 3M Assignment, Worker will not disclose to 3M or use in the performance during the 3M Assignment, any confidential information in breach of Worker's obligations to any third party. At the 3M Assignment's end, Worker will leave with 3M all records, compositions, articles, devices, and other items that disclose or embody 3M Confidential Information whether prepared by Worker or others, including all copies or specimens thereof in Worker's possession.

F. Except as is listed below, Worker will not assert any rights under any Inventions as having been made, conceived, authored, or acquired by Worker prior to the 3M Assignment. WRITE BRIEF DESCRIPTION HERE. IF ADDITIONAL SPACE IS NEEDED, ATTACH SEPARATE SHEETS TO THIS AGREEMENT. (Do not disclose or describe here anything Worker regards as confidential. Give a brief description of the product or process, etc., plus a list of source documents, such as patents, patent applications, drawings, or written descriptions, identified by number, title, and date.)

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For two years after the 3M Assignment ends, before accepting any employment or assignment, Worker will inform his/her employer and any party to whom Worker is assigned of this Worker Agreement and provide them a copy of it.

### 3. NOTICE AND CONSENT: PERSONAL INFORMATION TRANSFER AND STORAGE

A. Worker understands that, in order for 3M to facilitate Worker's assignment, certain information including but not limited to Worker's personal and administrative information will be collected, processed, and stored by 3M, a 3M affiliate, and selected contractors.

1. Personal information gathered by 3M includes, without limitation, Worker's name, home contact information, and social security number or national identification number. This information will be used by 3M for identification, security, and personnel management purposes, such as providing building access, electronic systems access, and assignment administration.
2. Administrative information gathered by 3M includes (if provided) Worker's 3M phone number, 3M email address and physical mailing address while assigned at 3M, and contact information about Seller. During Worker's assignment, general 3M contact information will be available to 3M employees and other contract and temporary employees to help facilitate Worker's assignment.
3. 3M will retain Worker's administrative information and certain personal information after Worker's assignment at 3M has ended for as long as deemed necessary by 3M.

B. Worker acknowledges that Worker understands and consents to this collection, use, and disclosure of Worker's personal and administrative information.

#### 4. ADDITIONAL PROVISIONS

A. This Agreement is indefinite in term and applies each time Worker accepts a 3M Assignment unless Worker signs a separate written agreement for a future 3M Assignment. During the 3M Assignment Worker will not for any purposes be employed by 3M and Worker will not ever claim otherwise. Worker acknowledges that if 3M hires Worker as a 3M employee, Worker will receive no credit for any 3M Assignment. Regardless of the type of work Worker performs or the length of the 3M Assignment, no 3M benefit or 3M benefit plan of any kind available to 3M employees will apply to Worker, including, without limitation, any related to worker's compensation, unemployment, health, life, pension plan, or any other matter.

B. Worker will have no right to seek, and will not seek, any compensation of any kind from 3M. Any compensation Worker receives will be from Seller. 3M is not obligated to withhold from any payments made to Seller any taxes relating to the 3M Assignment. Worker is not a 3M employee or entitled to any 3M employee rights or benefits, even if, during the 3M Assignment, Worker is asked to attend any 3M function, is given access to certain 3M areas, is assigned any 3M identification number, is required to use a 3M pass, receives any 3M publications, etc. During the 3M Assignment, Worker will follow all 3M policies and rules relating to behavior and conduct, including, without limitation, those relating to drug, alcohol, anti-harassment, health, safety, security, and information security. At any time, 3M may end a 3M Assignment and give Seller assessments of Worker's performance and behavior, which Seller may use for any purpose. Worker waives any future claim that Worker may have against 3M or any of its employees in connection with any of these actions.

C. Worker and Seller acknowledge that: (1) 3M and its affiliates are third party beneficiaries to this Agreement, who can directly enforce any of Seller's rights without Worker having a right to setoff, defense, or counterclaim; and (2) under no circumstances will any 3M entity be responsible to pay any fee, expense, or other consideration that Seller may owe to Worker.

D. This Agreement may only be modified or terminated by written agreement of the Parties. This Agreement replaces any prior written or oral agreement between the Parties as to this subject matter but does not affect any obligations or rights that accrued prior to the date hereof, nor does it affect any obligations or duties owed between Seller and Worker. All Worker's obligations under this Agreement bind Worker's' heirs, successors, assigns, and legal representatives. Nothing provided herein supersedes or replaces other obligations that Worker may have with Seller, including, without limitation, where such obligations may be more restrictive. The 3M Assignment to which Worker may be assigned will be carried out pursuant to a services agreement ("Services Agreement") between Seller and 3M; and Seller enters into this Agreement under the Services Agreement.

WORKER

SELLER

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: SOPHIA GRACE LYDIA

Printed Name: \_\_\_\_\_

Date: 04/20/2022

Title: \_\_\_\_\_

Date: 04/20/2022