

[CONTINGENT WORKER]

EXHIBIT B

Standard of Conduct

TANMAY SHARMA

CONTRACTOR NAME

COGNIZANT

VENDOR NAME

I TANMAY SHARMA (print name) agree to comply with this Standard of Conduct at all times that I am performing services on behalf of Discover Financial Services. (Such services are referred to herein as the "Engagement" and Discover Financial Services is referred to as the "Company"). In so agreeing, I understand that any conduct on my part that is inconsistent with this Standard of Conduct may subject me to removal from the Engagement and discipline by my employer (if not self-employed).

1. Protection of Confidential Information

I will protect and keep confidential all information that I learn in connection with the Engagement (referred to as "Confidential Information"). Confidential Information includes, but is not limited to, all information concerning Company's business, Company's clients, Company's employees and material nonpublic information about publicly traded securities. I acknowledge that the Company protects its Confidential Information in accordance with the requirements of the Interagency Guidelines for Safeguarding Customer Information (12 CFR part 364, Appendix B) and I agree to maintain all Confidential Information entrusted to my care in a manner consistent with those requirements.

I will use Confidential Information only for purposes of the Engagement. I will disclose Confidential Information only to those who have a need to know it for purposes of the Engagement and have received permission to receive it. I will take care to protect Confidential Information while at work; e.g., by not leaving such information unattended and by ensuring its proper storage under lock and key. In this regard, I agree and understand that any Confidential Information stored on computers must be protected by passwords or other mechanisms that are designed to prevent access by anyone besides authorized persons.

I will not disclose Confidential Information to any person outside the Company, including my close family members, and will take special care in public places (e.g., restaurants, airplanes, elevators) to ensure that my casual conversation or inadvertent displays of written material do not cause the disclosure of Confidential Information. I will not remove materials containing any Confidential Information from Company's premises without appropriate permission. Upon the conclusion of the Engagement, I will return all Confidential Information to Company or dispose of such information in accordance with Company's instructions.

2. Company Ownership of Work Product

I agree that Company solely owns all Work Product created in connection with the Engagement. "Work Product" means all materials and forms of intellectual property including (a) patents, patent applications, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including mask works) and registrations and applications thereof, (d) computer software programs

(including source code and object code), data, databases and documentation thereof, (e) trade secrets and other confidential information (including ideas, formulas, improvements, know-how, techniques, R&D, specifications, drawings, flowcharts, programmer notes, designs, design rights, developments, plans, business plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information), (f) waivable or assignable rights of publicity, waivable or assignable moral rights and all other forms of intellectual property recognized under the law, and (g) copies and tangible embodiments thereof (in whatever form or medium). I hereby assign all right, title and interest in and to such Work Product to Company, except that to the extent permitted under 17 U.S.C. §101, such Work Product is and will be a work for hire for Company. I will execute documents and assist Company (including after the Engagement) at Company's request for the purpose of establishing or preserving Company's ownership of the Work Product.

### 3. Compliance with Standard Policy and Compliance Requirements of Company

In connection with the Engagement, I will comply with Company's applicable standard policies, procedures and compliance requirements, including but not limited to the:

- **Non-Discrimination and Anti-Harassment Policy** (available on the "Discover Today" Intranet site by clicking on: (i) "Policies and Procedures;" (ii) "Company-wide Policies;" and (iii) "Code of Conduct," pp. 19-21);
- **Information Asset Security Policy** (available on the "Discover Today" Intranet site by clicking on: (i) "Policies and Procedures;" (ii) "Company-wide Policies;" (iii) "Security;" and (iv) "Information Asset Security;"
- Information Security policies applicable to my Engagement (available upon request);
- Company's performance of background checks, including submission of requested information;
- Submission to fingerprinting as requested; and
- Submission to drug testing as requested and as permitted by law.

### 4. Access to Company Systems

I understand and agree that I will not have access to the Company's computer network, systems or electronic facilities, including email and Internet access (collectively, the "Systems") unless the Company grants me such access. In the event that I should receive access to the Systems, I will not use them to gain entry to chat sites, or for instant messaging services, or to transmit, store, or view unlawful, offensive, illegally copied, discriminatory, harassing or other inappropriate materials. In addition, I will never share with anyone else the passwords that I use in connection with the Systems, except at the Company's direction.

I understand and agree that the Company's email system is solely intended for use in conducting the Company's business and I agree to refrain from any improper use of that system, including, but not limited to the following uses:

- Intentionally downloading or installing any software harmful to Company resources (e.g., viruses, macro viruses, Trojan Horse programs, worms, self-replicating code, and malware).
- Using encryption technology, products or procedures without the Company's prior approval.
- Automatically forwarding email to my personal email accounts (e.g., Hotmail or Yahoo).
- Sending or opening email attachments that are executable files (files with names ending ".exe") without the Company's express authorization.

I understand and agree that the Company may monitor my use of the Systems, including my use of email and the Internet, to the fullest extent allowed by law.

5. Computer Hardware and Modems

I understand and agree that no computer hardware, including desktop and laptop computers, can be connected to Company networks in the absence of the prior authorization of the Company. I further understand that all modem connections, dial-up remote access, and wireless LAN are likewise subject to prior authorization. In the event that I am permitted to make use of dial-up remote access, I agree to comply with the Company's Anti-virus Standard (copy available upon request).

6. Cooperation in Litigation, Regulatory Inquiries and Internal Investigations

I will cooperate fully with Company and its internal and external counsel in the event that Company is involved in a litigation or regulatory inquiry or conducts an internal investigation. Any failure to so cooperate may lead to disciplinary action, including termination of my employment by Consultant.

7. Not An Employee of Company

I understand and agree that I am not an employee of Company. I will not seek from Company the payment of any compensation benefits, workers' compensation insurance or other remuneration, and I will look solely to Consultant for any such payment. I hereby waive any claim I may have for any compensation, benefits or other payments or awards from Company and under all Company Plans, including in the event that there is any finding by a court of law or a government or regulatory agency or other governmental authority that I acted as an employee of Company. I acknowledge that am not eligible for, or entitled to coverage or benefits under, any of Company's employee benefit plans (including, without limitation, those that are subject to the Employee Retirement Income Security Act of 1974, as amended) or incentive, compensation or other employee programs or policies, and waive and all claims to such eligibility. I understand that Company is not responsible for payment of workers' compensation, disability benefits, unemployment insurance or similar payments or for withholding and paying employment taxes and income withholding taxes.

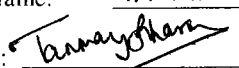
8. Choice of Law

I understand and agree that this Standard of Conduct will be governed by the internal laws of the State of Illinois without regard to its choice of law rules, and consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the City of Chicago, Cook County, Illinois, for the purposes of resolving any dispute arising out of or relating to this Agreement.

9. Acknowledgment

I hereby acknowledge that I have read, understand, and agree to comply with the above Standard of Conduct, and I state that I understand and agree that I am not an employee of the Company.

Print Name: TANMAY SHARMA

Signed:  Date: Oct 25<sup>th</sup> 2017