



Code of Conduct and Business Ethics

PROPRIETARY RIGHTS SUPPLEMENT

In consideration of my new or continued employment with Discover Financial Services, a Delaware corporation, and/or its subsidiaries and/or its affiliates globally (collectively, the “**Company**”), I hereby acknowledge and agree to be bound by the terms contained in this Proprietary Rights Supplement (and those included in any supplement or appendix applicable to a jurisdiction in which I am employed) to the Code of Conduct and Business Ethics as follows:

1. Purpose of Agreement

I understand that part of the Company’s business is to create, develop, provide, and market products and services, and that it is critical for the Company to protect “**DFS Intellectual Property**” (as defined in Section 2 below). Accordingly, I am entering into this Proprietary Rights Supplement (this “**Agreement**”) as a condition of my employment with the Company, whether or not I am expected to create inventions or other Intellectual Property (as defined in Section 2 below) of value for the Company.

2. Disclosure and Assignment of Inventions

I agree to promptly disclose to the Company full details of all confidential and/or proprietary knowledge, data, and information, including: (a) inventions, patents, discoveries, developments, processes, formulas, designs, programs, techniques, and improvements (in each case whether or not patentable or capable of registration or reduced to practice); (b) copyrightable works (including computer programs and code) or designs in which copyright or design rights may subsist and moral rights as defined by the local law, and databases; (c) trademarks, service marks, trade dress, trade names, and Internet domain names; and (d) ideas, trade secrets, know-how, and data; in each case that I create or develop, either alone or jointly with others, during the period of my employment (whether or not during working hours or using Company premises or resources, and whether or not recorded in material form) (“**Intellectual Property**”) and up to six months after my employment.

To the maximum extent permissible by law and subject to any compulsory provisions of local law, I acknowledge and agree that the Company shall own all rights in any Intellectual Property that I create, prepare, produce, author, edit, amend, conceive, reduce to practice, or develop, either alone or jointly with others, during the period of my employment: (i) using equipment, supplies, facilities or trade secrets of the Company, (ii) resulting from work performed by me for the Company, or (iii) relating to the business, anticipated business, or actual or anticipated research or development of the Company (“**DFS Intellectual Property**”). I hereby irrevocably assign to the Company all rights (including any rights that do not yet exist or relate to presently unknown uses), title and interest that I may now have or hereinafter acquire in DFS Intellectual Property, on a worldwide and perpetual basis, including all patent rights, trademarks, copyrights, trade secret rights, and other intellectual property or proprietary rights in DFS Intellectual Property. Both during and after my employment as may be necessary or desirable, I agree to execute any documents or do all such acts or things to irrevocably assign to or vest fully in the Company, to register the DFS Intellectual Property in the Company and to protect and maintain the DFS Intellectual Property, to the maximum extent allowed by law. Decisions as to the protection or exploitation of any DFS Intellectual Property shall be in the absolute discretion of the Company. I shall not attempt to register, trademark, copyright, or patent any DFS Intellectual Property unless requested to do so by the Company. At the request of the Company, and in any event upon the termination of my employment, I will give to



the Company all originals and copies of correspondence, documents, papers and records in all media which record or relate to any of the DFS Intellectual Property.

I acknowledge that I cannot be required to assign to the Company any Intellectual Property that I develop entirely on my own time without using Company equipment, supplies, facilities or trade secret information, except for Intellectual Property that either (i) relates to Company business or (ii) to actual or demonstrably anticipated research or development of the Company, or if the Intellectual Property results from any work performed by me for the Company.

3. Work Made for Hire

I acknowledge that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all of the Intellectual Property consisting of copyrightable subject matter is “work made for hire” as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, I hereby irrevocably assign to the Company, for no additional consideration, my entire right, title, and interest in and to all Intellectual Property, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world.

4. Waiver of Moral Rights

To the fullest extent I may do so under applicable law, I agree to waive and agree never to assert any Moral Rights that I may have in or with respect to any DFS Intellectual Property, even after termination of any work on behalf of the Company. For purposes of this Agreement, the term “**Moral Rights**” mean any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, or to withdraw from circulation or control the publication or distribution of a work, and any similar right, existing under judicial or statutory law of any country or subdivision thereof in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

5. No License

I understand that this Agreement does not, and shall not be construed to, grant me any license or right of any nature with respect to any Intellectual Property or any proprietary or confidential information, materials, software, or other tools made available to me by the Company.

6. Remuneration

I acknowledge that, except as provided by law, no further remuneration or compensation beyond my normal salary is or may become due to me in respect of my compliance with this Agreement.

7. Assistance

I agree to assist the Company during and after my employment in obtaining, registering, prosecuting, maintaining, extending, defending, and enforcing any patents, copyrights, trademarks, trade secrets, registrations on inventions, and other rights in DFS Intellectual Property (throughout the world and for the full term of those rights) including by executing documents, including, without limitation, separate written assignments. In the event that the Company is unable to secure my signature to any document that the



Company requests me to execute for purposes set forth in this paragraph, I hereby irrevocably designate and appoint the Company and its duly designated authorized officers and agents as my agents and attorneys-in-fact to execute such documents on my behalf.

8. No Breach of Prior Agreements

I represent that my performance of any of the provisions of this Agreement and my duties as an employee of the Company will not breach any invention assignment, confidentiality, or similar agreement with any former employer or other party. I represent that there is no other contract or duty on my part now in existence that would conflict with any provision contained in this Agreement.

9. Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016.

- (A) I understand that I will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
- (B) I also understand that if I file a lawsuit for retaliation by the Company for reporting a suspected violation of law, I may disclose Company trade secrets to my attorney and use the trade secret information in the court proceeding if I (1) file any document containing the trade secret under seal; and (2) do not disclose the trade secret, except pursuant to court order.

10. Injunctive Relief

I understand and agree that in the event of a breach or threatened breach of this Agreement by me, the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

11. Governing Law

To the maximum extent permitted by applicable law and unless prohibited by the state where I reside or perform my work duties, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois in a court of competent jurisdiction in the State of Illinois, without regard to its choice of law provisions.

12. Severability

If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such provision cannot be so enforced, such provision will be stricken from this Agreement and the remainder of this Agreement will continue in full force and effect and be enforced as if such invalid, illegal, or unenforceable provision had (to the extent not enforceable) never been contained in this Agreement.

13. Entire Agreement

This Agreement constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings between the parties with respect to the subject matter of this Agreement; provided, however, that this Agreement will not affect any assignments of intellectual property and rights therein by me that occurred prior to the effective date of this Agreement. In the event of a conflict between the terms of this and any other agreement regarding the assignment of intellectual property rights, the parties' intention as reflected in this Agreement that I broadly assign intellectual property rights to the Company shall take precedence.

14. Amendments and Waivers

This Agreement may be amended and rights under this Agreement waived only by a written agreement executed by each of the parties hereto; provided, however, that any such waiver on the part of the Company must be signed by hand, with the use of a pen, and not by reliance on a form of click-through or other electronic process and must be signed by an authorized officer of the Company. No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or any other provision herein.

15. Successors and Assigns

This Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators, and legal representatives. The Company may assign any of its rights and obligations under this Agreement without my prior consent.

16. Not Employment Contract

I understand that this Agreement does not constitute a contract of employment and does not obligate the Company to employ me for any stated period of time.

17. Effective Date.

This Agreement shall be effective as of the first day of my employment by the Company.

18. Survival of Obligations

I acknowledge that the provisions of this Agreement shall remain in full force and effect after my employment with the Company has ended.