

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is entered into and made effective as of the date of the last signature below (the "Effective Date"), by and between Santander Consumer USA Inc. ("SC") on behalf of the corporation, its operating divisions, parent company, and its majority-owned subsidiaries, and (insert candidate name) (the "Associate").

RECITALS

A. In the course of Associate's employment with SC, Associate may have access to certain non-public proprietary information regarding, among others, SC, its Affiliates, their respective businesses, operations, personnel, finances or customers (collectively, "Confidential Information", as further defined below), that Associate shall protect, such Confidential Information, as set forth in this Agreement.

B. SC will share such Confidential Information with Associate solely to enable such Associate to perform its obligations under its employment with SC (the "Purpose").

NOW, THEREFORE, in consideration of the Associate's employment by SC, and for other good and valuable consideration, the receipt and adequacy of which the Associate acknowledges to be good and valuable consideration for [his/her] obligations hereunder, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Definitions.** The following terms shall have the definitions so provided when used in this Agreement:

"Confidential Information" shall mean all information of any kind whatsoever, whether communicated orally or embodied in any medium or electronic format, concerning SC and/or any SC Affiliate, their respective businesses and Consumers (as defined herein), which is created, collected, obtained, used, maintained, stored or accessed by, or disclosed to, Associate by or on behalf of SC and/or any SC Affiliate in connection with the Purpose, and shall include, without limitation, Customer Information (as defined herein), Nonpublic Personal Information (as defined herein), and Third Party Vendor Confidential Information (as defined herein), together with any documents, reports, analyses, or materials reflecting based on or containing any of the foregoing. Notwithstanding the foregoing, Confidential Information shall not include: publicly available information, except to the extent such information is included on a list, description or other grouping of SC Consumers (and publicly available information pertaining to them) that is derived using any individually identifiable information that is not publicly available.

"Consumer" shall mean any individual or entity that seeks to obtain, obtains or has obtained a financial product or service from SC and/or any SC Affiliate including, without limitation, any individual, trust or business customer.

"Customer Information" shall have the meaning assigned to such term in 16 C.F.R. Part 314, as amended from time to time.

"Nonpublic Personal Information" shall have the meaning assigned to such term in 16 C.F.R. § 313.3, as amended from time to time.

"Privacy Laws" shall mean the Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801 et seq.), as it may be in effect and as amended from time to time, and the regulations promulgated thereunder (including, without limitation, the provisions of 16 C.F.R. Part 313 and 16 C.F.R. Part 314) (collectively, "GLBA"), and all other state and federal laws and regulations pertaining to the privacy, confidentiality or security of information created, collected, obtained, used, maintained, stored, accessed, disclosed or transferred by a financial institution, and all administrative and court decisions, policies, guidelines and procedures relating thereto, as may be in effect and as amended from time to time.

"SC Affiliates" shall mean any person or entity which directly, or indirectly through one or more intermediaries, owns or controls, is owned or controlled by, or is under common control or ownership with SC or its ultimate parent, where "control" means the possession, directly or indirectly, or the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"Third Party Vendor" shall mean any vendor that performs services or functions for, or provides products or software to, SC and/or any SC Affiliate.

"Third Party Vendor Confidential Information" shall mean all information pertaining to a Third Party Vendor and its services, functions, products or software, which has been disclosed by or on behalf of such Third Party Vendor to SC and/or any SC Affiliate.

2. **Incorporation of Recitals.** The Recitals are incorporated herein and made a part of this agreement.
 3. **Ownership.** All SC's Confidential Information is and shall remain SC's property, and no rights to it are granted to Associate under this Agreement.
 4. **Use of Confidential Information.**
 - a) Associate agrees to use Confidential Information solely for the Purpose, for the exclusive use and benefit of SC and for no other purpose at any time whatsoever;
 - b) Without limitation of the restrictions on use set forth in Section 4(a) above, or the other restrictions of this Agreement, Associate shall in all events refrain from, and shall cause any third party to whom Associate discloses SC's Confidential Information to refrain from, directly or indirectly, (i) utilizing Confidential Information in its or their own business, (ii) using any Confidential Information in connection with the solicitation of any Consumer for any financial related product or service or in connection with the recommendation, sale or provision to any Consumer of any financial related product or service; and
 - c) Associate shall use at least a reasonable degree of care to protect the Confidential Information from unauthorized disclosure.
 5. **Disclosure of Confidential Information.** Associate agrees not to disclose any Confidential Information to any person or entity at any time, now or hereafter, except that Associate may disclose Confidential Information to those directors, officers, agents, employees and/or other representatives, including accountants, consultants and financial advisors (collectively "Representatives") who need to know such information for the sole purpose of enabling Associate to carry out the uses specified in Section 4, above, and for no other purpose at any time, and who are bound by confidentiality obligations at least as stringent as those set forth in this Agreement. In all events, Associate shall be liable to SC and the SC Affiliates for any misuse or wrongful disclosure of, or other wrongful dealings with Confidential Information and any other breach of this Agreement by Associate, its Representatives and any third party to whom Associate discloses SC's Confidential Information. Furthermore, any Confidential Information disclosed to or accessed by any Representative, as a result of Associate acting outside the scope of the limitations set forth in section 4 above, shall be deemed to have been disclosed to or accessed by Associate.
 6. **Information Security Program.** Associate shall use commercially reasonable measures to protect SC's Confidential Information, and comply with SC's controls to ensure the confidentiality of Confidential Information and that Confidential Information is not disclosed contrary to the provisions of this Agreement, GLBA or any other applicable Privacy Laws. Without limiting the foregoing, Associate shall comply with SC's information security program that includes appropriate administrative, technical and physical safeguards and other security measures that are designed to:
 - (i) ensure the security and confidentiality of Confidential Information;
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- (ii) protect against any anticipated threats or hazards to the security and integrity of Confidential Information; and
- (iii) protect against unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to any SC Consumer.

7. **Notification of Breach.** Associate shall immediately notify SC in writing of any breach of this Agreement or any unauthorized use or disclosure of, or access to, Confidential Information of which Associate becomes aware. Such notice shall summarize in reasonable detail the effect on SC of the breach or unauthorized use or disclosure of, or access to, Confidential Information and Associate shall take any corrective action or measure directed by SC.

8. **Publicity.** Associate hereby consents to any and all uses and displays, by SC and SC Affiliates, of the Associate's name, voice, likeness, image, appearance, and biographical information in, on or in connection with any pictures, photographs, audio, and video recordings, digital images, websites, television programs, and advertising, other advertising, sales, and marketing brochures, books, magazines, other publications, CDs, DVDs, tapes, and all other printed and electronic forms and media throughout the world, at any time during or after the period of [his/her] employment by SC, for all legitimate business purposes of SC and SC Affiliates ("**Permitted Uses**"). Employee hereby forever releases SC and its directors, officers, employees, and Affiliates from any and all claims, actions, damages, losses, costs, expenses, and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the period of [his/her] employment by the Employer, in connection with any Permitted Use.

9. **Confidential Information of Third Party Vendors.** During the course of Associate's employment with SC, Associate may have access to Third Party Vendor Confidential Information. If a Third Party Vendor imposes restrictions or limitations with respect to such information that are more stringent than those set forth in this Agreement, including, without limitation, additional restrictions applicable to software code, promptly following a written request from SC (which request shall include a reasonably detailed description of such restrictions or limitations), Associate shall execute and deliver to SC a written instrument, in favor of SC and the applicable Third Party Vendor, in the form provided by SC, to evidence and confirm Associate's agreement to comply with such restrictions or limitations.

10. **Disposition of Confidential Information; Survival.** At employment termination or earlier at any time upon SC's request, Associate shall, as SC may direct, either immediately return to SC or destroy, all originals and copies in all media of all Confidential Information which at any time was disclosed to and/or obtained by Associate.

11. **Injunctive Relief.** Associate agrees that any use or disclosure of Confidential Information in violation of this Agreement or any applicable Privacy Law may cause immediate and irreparable harm to SC or the SC Affiliates, for which money damages may not constitute an adequate remedy. Therefore, Associate agrees that SC and the SC Affiliates may obtain injunctive and other equitable relief in addition to its remedies at law without posting a bond or proof of actual damages. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or equity. Associate agrees to reimburse SC costs and expenses (including, without limitation, attorneys' fees) incurred by SC in connection with the enforcement of this Agreement.

12. **Indemnification.** Associate agrees to indemnify, defend and hold harmless SC and the SC Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against any and all losses, liabilities, damages, and claims and all related costs and expenses, including reasonable attorneys' fees, incurred by SC or the SC Affiliates arising from or in connection with any breach by Associate, its Representatives or any third party to whom Associate discloses any SC Confidential information pursuant to section 5, of any provision of this Agreement or violation of any Privacy Law.

13. **Legally Required Disclosures.** Associate shall immediately notify SC in writing of any subpoena or other court or administrative order or proceeding seeking access to or disclosure of

Confidential Information, provided that the giving of such notice is permitted by law, so that SC may seek an appropriate protective order. If in the absence of a protective order, Associate is nonetheless required by law or compelled to disclose Confidential Information or other information concerning SC, disclosure may be made only as to that portion of the Confidential Information or such other information which Associate is legally required or compelled to be disclosed. Associate agrees to exercise best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

14. **Confidentiality of this Agreement.** Associate acknowledges that the terms of this Agreement are and shall remain confidential. The foregoing shall not prohibit disclosure by Associate of the terms of this Agreement to Associate's independent public accountants, counsel and/or other professional advisers on a "need to know" basis; provided, however, that such persons have been advised of this Agreement and agree to comply in writing herewith to the full extent permitted by law.

15. **Insider Trading.** Associate hereby acknowledges that Associate is aware that the US securities laws prohibit any person who has received from an issuer material, non-public information concerning the matters that are the subject of this Agreement, from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Therefore, Associate agrees that Associate will not trade in the securities of SC until such time and under such circumstances as it may do so under the applicable securities laws.

16. **Successors and Assigns.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective successors and assigns.

17. **Effect of Waiver.** No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

18. **Entire Agreement.** Unless specifically provided herein, this Agreement contains all the understandings and representations between the Associate and SC pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

19. **Amendment.** No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Associate and by a duly authorized officer of SC.

20. **Severability.** If any provision of this Agreement is not enforceable in whole or in part, the remaining provisions of this Letter Agreement shall not be affected thereby.

21. **Applicability of Agreement.** This Agreement shall apply to Confidential Information whether disclosed to or accessed by Associate prior to, on and/or after the Effective Date of this Agreement.

22. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile of an executed counterpart of a signature page to this Agreement shall be as effective as delivery by traditional methods.

23. **Acknowledgment.** Nothing in this Agreement shall be construed to in any way terminate, supersede, undermine, or otherwise modify the at-will status of the employment relationship between SC and the Associate, pursuant to which either SC or the Associate may terminate the employment relationship at any time, with or without cause, with or without notice.

24. **Governing Law and Venue.** This Agreement shall be governed by, construed and enforced under the laws of the State of Texas as it is applied to agreements entered into and to be performed entirely within such State. The parties hereby agree that any action arising out of this Agreement shall be brought in the state or federal courts located in Dallas County, Texas, further

irrevocably submit to the exclusive jurisdiction of any such court and waive any objection that such party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court, and further agree not to plead or claim the same.

IN WITNESS WHEREOF, each party has caused this Non-Disclosure Agreement to be executed by one of its duly authorized representatives under seal as of the Effective Date.

Santander Consumer USA Inc.

By: /s/ Mikenzie Sari

Name: Mikenzie Sari

Title: Chief Human Resources Officer

Date: 7/23/2019

Associate

By: /s/ Fahmi Karam

Name: **Fahmi Karam**

Date: 7/23/2019
