

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made between:

1. **DIRECT PAYMENT SOLUTIONS US LLC**

8939 S Sepulveda Blvd, Los Angeles CA 90045

2. The **PARTICIPANT** specified in the Schedule.

The parties agree, in consideration of, among other things, the mutual promises contained in this agreement:

1. **Discloser.** The disclosing party/parties ("Discloser") of Confidential Information is/are specified in the Schedule. Lack of specification means that both DPS and Participant are Disclosers.

2. **Representatives.** The parties may desire to specify representatives for the purposes of communications concerning this agreement. Lack of specification will not affect the obligations regarding treatment of Confidential Information. If so desired, the representatives are specified in the Schedule.

3. **Confidential Information.** Confidential Information includes without limitation: (a) information which Discloser, or its related companies, now or in the future possesses relating to the business or affairs of Discloser such as technical, business, financial, and other information generally considered by Discloser to be proprietary or confidential and which, (i) is marked as "Confidential" or "Proprietary," or with a similar legend, at the time of disclosure; or (ii) is clearly identified to the party receiving Confidential Information ("Receiver") as confidential or proprietary at the time of disclosure; or (iii) is material which would typically be treated by a prudent business person as confidential; (b) software and other intellectual and industrial property and proprietary information of Discloser; and (c) all notes, reports, analyses, copies, reviews of and extracts from the above information made by Receiver or on its behalf. Confidential Information may also include without limitation information belonging to a third party such as customers or suppliers, or potential customers or suppliers, of Discloser or its related companies.

4. **Business Purpose.** The Business Purpose for which Discloser intends to disclose Confidential Information is specified in the Schedule.

5. **Term.** This agreement applies to (a) any Confidential Information which is disclosed on or after the date of signing of this agreement; and (b) any Confidential Information relating to the Business Purpose which was disclosed prior to the date of signing of this agreement. Except as otherwise agreed in writing with respect to any particular Confidential Information, the obligations of Receiver under this agreement will continue indefinitely.

6. **Confidential Information Remains Discloser's Property:** The Confidential Information of Discloser will at all times remain Discloser's exclusive property.

7. **No Copies to be Made:** Receiver will not reproduce or store any Confidential Information of Discloser without Discloser's prior written consent.

8. **No Reverse Engineering:** Receiver undertakes that it will not utilize or reverse engineer any software, methodology and associated procedures and specifications embodied in the Confidential Information of Discloser or in any part of the Confidential Information of Discloser, other than in association with Discloser.

9. **Return of Confidential Information.** Upon the written request of Discloser, Receiver will (at Discloser's election) return or destroy all Confidential Information of Discloser received (including all copies, notes, reports, analyses, reviews of and extracts of Confidential Information of Discloser) and provide Discloser with documentation attesting to that fact.

10. **Confidentiality.** Receiver may only use Confidential Information of Discloser in connection with the Business Purpose. Receiver may only disclose Confidential Information of Discloser to its personnel (being employees or individual contractors) and legal and accounting advisers, or personnel 10. and legal and accounting advisers of its wholly-owned subsidiaries, having a need to know, and who are under non-disclosure obligations no less restrictive than in this agreement.

Receiver will advise such personnel and advisers who receive Confidential Information of Discloser of its confidential nature, and ensure that such personnel and advisers do not make any unauthorised use or disclosure of it. Receiver shall not disclose Confidential Information of Discloser to any other third party without the prior written consent of Discloser. Receiver shall protect the disclosed Confidential Information of Discloser by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized disclosure of the Confidential Information as Receiver uses to protect its own proprietary or confidential information of a like nature.

11. **Exclusions.** The obligations under this agreement will not apply to any information which is (a) available to the public other than by breach of this agreement by Receiver; (b) lawfully received by Receiver from a third party without proprietary or confidentiality limitations; (c) independently developed by Receiver; or (d) known to Receiver prior to first receipt of same from Discloser. This agreement will not apply to prevent Receiver from disclosing Confidential Information of Discloser to the extent required by law or regulatory requirements, provided that Discloser provides ten (10) days prior written notice of such disclosure to Receiver, Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure, and asserts the confidentiality of the relevant Confidential Information of Discloser to the body requiring disclosure.

12. **No warranties or licences.** Neither party makes any representations or warranties, express or implied, in relation to its Confidential Information. Neither party acquires any licenses or any other intellectual property rights in the other party's Confidential Information.

13. **Remedies.** Receiver shall notify Discloser of any unauthorised use or disclosure of the Confidential Information of Discloser. In the event of a breach, or threatened breach, by a party of this agreement, monetary damages may not be sufficient relief, so the other party is entitled to enforce its rights by specific performance or injunction proceedings, in addition to any other rights or remedies which it may have. In no event shall either party be liable for special, incidental, indirect or consequential damages or lost profits.

14. **Relationship.** Neither party has an obligation under this agreement to continue any discussions, or to offer or purchase any product or service, or take or refrain from taking any other actions in relation to the Business Purpose except as expressly set out in this agreement. Nothing in this agreement will prevent either party from pursuing similar discussions or transactions with third parties. The parties do not intend that any agency or partnership relationship be created by them by this agreement.

15. **Public statements.** Neither party will make or cause to be made any announcement or statement to the general public or any third party regarding activities under this agreement without the prior written consent of the other party.

16. **General.** All additions or modifications to this agreement must be made in writing and signed by both parties. This agreement is the full understanding of the parties relative to the protection of Confidential Information for the Business Purpose and supersedes all other understandings with respect to it. Neither party may assign its rights or obligations under this agreement without the prior written consent of the other party.

17. **Governing law.** This agreement is governed by the laws of the neutral state of Delaware. The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

SCHEDULE TO NON-DISCLOSURE AGREEMENT

PARTICIPANT: Name: Federal Communications Commission, 445 12th Street SW, Washington, DC 20554

**DISCLOSER
(CLAUSE 1):** Discloser of Confidential Information is DPS

**BUSINESS
PURPOSE
(CLAUSE 4).**

The Business Purpose for which Discloser intends to disclose Confidential Information is:

- 1) Supply of technical documentation and media regarding BRF210 specifications and design from DPS
- 2) Commercially sensitive information from DPS
- 3) Any information gained through verbal or written conversations that may be considered privileged

EXECUTED as an agreement on 03 December 2014 (Date).

Signed for
DIRECT PAYMENTS US SOLUTIONS LLC
by its authorized representative
in the presence of:



Representative

Shaun Donaghey
Name

COO
Title

Signed for
PARTICIPANT
by its authorized representative
in the presence of:

Representative

Name

Title