

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement ("**Agreement**") is entered into this 5th day of July, 2018 (the "**Effective Date**") by and between EVO Payments International, LLC, a Delaware limited liability company, with offices at 515 Broadhollow Road, Melville, New York 11747 ("**EVO**" and, together with its direct and indirect parents and subsidiaries and other affiliates, the "**EVO Group**"), and RBCK Ent, Inc., a corporation in the Commonwealth of PA, with offices at 3824 Northern Pike, Suite 350, Monroeville, Pa 15146 ("**Business Associate**" and, together with its direct and indirect parents and subsidiaries and other affiliates, the "**Business Associate Group**", and the EVO Group and the Business Associate Group, each a "**Group**" and collectively, the "**Groups**").

WHEREAS, EVO and Business Associate (each a "**Party**" and collectively, the "**Parties**") desire to obtain information from one another in connection with the evaluation and negotiation of a potential business relationship (the "**Purpose**");

WHEREAS, each Party desires to disclose such information to the other Party and for the other Party to use such information strictly in the manner set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. In addition to the other terms defined herein, the following terms used herein shall have the meanings herein specified:

1.1. "**Confidential Information**" shall mean certain information and materials, either marked "confidential" or "proprietary" or that a reasonable business person would expect to be confidential or proprietary, including but not limited to information relating to a disclosing party's or its Group's business, operations and products, trade secrets, methodologies, potential products, services, processes, customers, business relationships, marketing materials, strategic plans, ideas, research data, development, costs, technologies, financial information and pricing information.

1.2. "**Disclosing Party**" shall mean, with respect to Confidential Information, the Party disclosing such Confidential Information to the other Party.

1.3. "**Receiving Party**" shall mean, with respect to Confidential Information, the Party receiving such Confidential Information from the other Party.

1.4. "**Representatives**" shall mean, with respect to a Party, its and its Group's employees, agents, advisors, consultants, contractors, attorneys, accountants and other representatives.

2. Each Receiving Party shall and shall cause its Group to: (a) treat all Confidential Information of the other Group confidentially and will not disclose such information (or the fact that EVO and Business Associate are discussing a possible business arrangement) to any other person, corporation or entity other than its Representatives, except as permitted in writing by the Disclosing Party or as expressly permitted by the terms of this Agreement; (b) protect all Confidential

Information of the other Group with the same degree of care it applies to protect its own Confidential Information of like nature, which in no event shall be less than a reasonable standard of care, and hold all Confidential Information of the other Group in strict confidence; (c) disclose Confidential Information of the other Group only to those within its Group and its Representatives who have a need to know the information in furtherance of the Purpose; and (d) use the Confidential Information of the other Group only in furtherance of the Purpose and not for its or its Group's own purposes or for its or its Group's own monetary gain or for any other purpose whatsoever.

3. Each Party shall be responsible for any conduct by any member of its Group or any of its Representatives that would violate any provision of this Agreement as if such Party committed such violation.

4. Notwithstanding anything to the contrary herein, neither Receiving Party nor its Group will have any obligation with respect to any information of the Disclosing Party or its Group that:

4.1. is or becomes within the public domain through an act not in breach of this Agreement;

4.2. (i) was in the possession of the Receiving Party or any member of the Group or its or their Representatives prior to its disclosure under this Agreement, (ii) was not acquired by it under an obligation of confidentiality, and (iii) the Receiving party can so prove by documentation in the possession of the Receiving Party or any member of the Group or its or their Representatives;

4.3. is independently developed by Receiving Party or any member of the Group or its or their Representatives and the Receiving Party can so prove; or

4.4. is received from any source other than the Disclosing Party without any restriction on use or disclosure (which source is not known by the Receiving Party to (i) be a member of the Disclosing Party's Group or one of its or their Representatives; or (ii) be bound by or subject to any restriction on use or disclosure of such information).

5. If a Receiving Party or any member of its Group or its or their Representatives is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information of the Disclosing Party or its Group, the Receiving Party will provide the Disclosing Party with prompt notice of such request(s) so that the Disclosing Party may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement.

6. Confidential Information furnished in written, pictorial, magnetic and/or other tangible form, or in a form that may be duplicated in any way, will not be duplicated except as necessary in order to evaluate the contemplated business relationship.

7. At any time upon request by the Disclosing Party, the Receiving Party will either (x) destroy and cause its Group and its and their Representatives to destroy all copies (tangible and intangible) of the Disclosing Party's Confidential Information in a secure manner and promptly provide the Disclosing Party confirmation thereof in writing or (y) upon request by and at the sole

cost and expense of the Disclosing Party, promptly deliver and cause its Group and its and their Representatives to deliver all tangible copies of the Confidential Information to the Disclosing Party without retaining any copy of it.

8. No failure or delay in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise preclude any other exercise of such right.

9. All Confidential Information shall remain the property of the applicable Disclosing Party, and nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. Nothing contained in this Agreement shall be construed to constitute either Party hereto or any member of its Group as the partner, employee, agent or other representative of the other Party or its Group. No rights to the Confidential Information, nor to any patents, patent applications, trade names or trademarks are provided or are to be implied by any provision of this Agreement. Nothing contained in this Agreement will constitute a warranty or representation by the Disclosing Party with respect to the infringement of trade- or servicemark, patent, copyright, or other rights of third parties.

10. Neither this Agreement, nor the disclosure or receipt of Confidential Information hereunder, shall constitute or imply any promise or intention by either Party or any member of its Group to enter into any business relationship or to continue discussions relating thereto.

11. No representation or warranty, express or implied is made or given under this Agreement by either Party as to the accuracy or completeness of any of its Confidential Information or its usefulness or fitness for purpose for, or use with, or in relation to the Purpose.

12. Each Party will immediately notify the other Party upon its knowledge that it or any member of its Group or any of its or their Representatives has breached any provision of this Agreement.

13. This Agreement contains the entire Agreement between the Groups relating to the subject of confidentiality and permitted use, and any promise not contained in this Agreement, or any amendment to it, will not be binding on either Party unless set forth in a written agreement signed by both Parties.

14. In the event of a breach of this Agreement, the Groups agree that the Disclosing Party and its Group will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, the Parties will be entitled to injunctive relief and specific performance in addition to any other rights to which they may be entitled at law or in equity (all of which shall be cumulative), without the necessity of proof of actual damages. Without limitation as to any of the foregoing provisions, the prevailing Party shall be entitled to recover from the other Party all costs, expenses and damages (including, but not limited to, reasonable attorney's fees and investigation costs) arising from any action asserting a breach of this Agreement. A breaching Party shall also be obligated to account for and turn over to the other

Party any profits or revenues generated as a result of the unauthorized use or unpermitted disclosure of Confidential Information.

15. Neither this Agreement nor any of the rights or obligations hereunder may, in whole or in part, be assignable or otherwise transferable by either Party without the other Party's prior written consent, which consent may be conditioned and/or withheld in such other Party's sole discretion.

16. This Agreement will be governed by the laws of the State of New York, and will benefit and be binding upon the parties and their successors and assigns. Any legal actions or proceedings brought to enforce the terms of this Agreement shall only be filed in a court of competent jurisdiction within the County of Suffolk, State of New York and the parties hereby expressly waive any right to jury trial in any of the foregoing.

17. This Agreement may be executed in several counterparts, all of which shall constitute one agreement. This Agreement may be delivered by means of facsimile or email transmission and facsimile or emailed copies shall be deemed originals if executed by both parties and delivered by facsimile or email.

18. This Agreement shall terminate: (a) with respect to any Confidential Information that constitutes a trade secret, when such Confidential Information no longer constitutes a trade secret and (b) with respect to any other Confidential Information, on the fifth anniversary of the Effective Date.


[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused its duly authorized representatives to sign this Agreement on and as of the Effective Date set forth above.

EVO PAYMENTS INTERNATIONAL, LLC

RBCK Ent, Inc.

By: 
Name: **Jim Raftice**
Title: **President**

By: 
Name: **Rick Brunori**
Title: **CEO/President**