

RECIPROCAL NON-DISCLOSURE AGREEMENT (DATA ACCESS)

This Reciprocal Non-Disclosure Agreement (this "Agreement"), made this 26 day of August, 2016 (the "Effective Date"), is by and between the following Parties: TOTAL SYSTEM SERVICES, INC.® ("TSYS"), a corporation existing under the laws of the State of Georgia, U.S.A., with its principal place of business located at One TSYS Way, Columbus, Georgia, U.S.A. 31901-1804, and Dazza Greenwood, a corporation existing under the laws of the State of MA, U.S.A., with its principal place of business located at PO Box 425845, Cambridge MA 02142 ("CIVICS.COM").

Whereas, in connection with: (i) the discussions related to or (ii) in contemplation of the purchase or (iii) in the provision of products and services between the Parties (a "Purpose"), the Parties may provide certain confidential and proprietary information and materials to each other which they seek to keep confidential;

NOW, THEREFORE, in consideration of the mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meaning:

(a) "**Affiliate**" means any entity controlling, controlled by, or under common control with a Party.

(b) "**Confidential Information**" means information, without regard to form, regarding a Party and/or its Affiliates that is disclosed to, or becomes known to, the other Party as a result of the Parties' activities hereunder and is not generally known in the relevant trade or industry, including, but not limited to, the following:

(i) Trade Secrets;

(ii) Information concerning the Purpose;

(iii) Information concerning the operations, affairs and businesses of a Party or its Affiliates;

(iv) Information relating to the number, type or content of the accounts processed by TSYS;

(v) Any cardholder information of TSYS Customers in the custody or control of TSYS ("Cardholder Data");

(vi) Information concerning the operations, affairs and businesses of the customers, suppliers or vendors of a Party or its Affiliates;

(vii) To the extent they do not qualify as Trade Secrets under applicable law, technical or non-technical data, know-how, formulas, patterns, compilations, computer programs and software (including source and object code), devices, drawings, processes, methods, techniques, financial and product plans and data, lists of actual or potential customers and suppliers, and other business information.

(viii) To the extent they do not qualify as Trade Secrets under applicable law, any policies, plans, procedures, methods, designs, systems or processes used by TSYS to maintain the security of its business operations;

(ix) To the extent they do not qualify as Trade Secrets under applicable law, any other information which is marked confidential, restricted, proprietary or with a similar designation or, if unmarked, which the Recipient should reasonably know is confidential; and

(x) Employee Data.

(c) "**Disclosing Party**" means the Party, including such Party's Affiliates, which reveals Confidential Information to the Recipient.

(d) "Employee Data" means information of TSYS employees, whether disclosed directly or indirectly by the employee, TSYS, its Affiliates, subcontractors or agents.

(d) "**Party**" means either TSYS or CIVICS.COM, and "**Parties**" means TSYS and CIVICS.COM, collectively.

(e) "**Recipient**" means the Party, including such Party's Affiliates, receiving Confidential Information from the Disclosing Party.

(f) "**Trade Secrets**" means any information, without regard to form, including, but not limited to, technical or non-technical data, know-how, formulas, patterns, compilations, computer programs and software (including source and object code), devices, drawings, processes, methods, techniques, financial and product plans and data, lists of actual or potential customers and suppliers, and other business information which (a) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts by the Disclosing Party or its Affiliates that are reasonable under the circumstances to maintain its secrecy.

2. **Obligation to Mark Confidential Information.** The Disclosing Party shall use commercially reasonable efforts to: (a) mark Confidential Information that is provided in a tangible form in a manner to indicate that it is Confidential Information or otherwise subject to limited distribution; or (b) confirm to the Recipient in writing that information that is received orally is Confidential Information within five (5) business days from date of oral disclosure as well as indicate at the time of disclosure that it deems such disclosure to contain information that is Confidential Information. However, the failure to comply with the foregoing shall not relieve a Recipient from its obligations hereunder to the extent it has reason to believe that the information disclosed by the Disclosing Party is Confidential Information.

3. **Obligations of Confidentiality.**

(a) Except as otherwise provided herein, the Recipient agrees to treat confidentially and to not disclose to any party any Confidential Information of the Disclosing Party furnished to Recipient, whether such information is disclosed directly by the Disclosing Party or on the Disclosing Party's behalf. Recipient agrees that while in its possession, Recipient will treat all Confidential Information in compliance with applicable laws, until the return or destruction of such Confidential Information

(b) The Recipient shall use all Confidential Information received by it solely in connection with the Purpose and for no other purpose whatsoever. The Recipient shall strictly limit access to any Confidential Information (only for use in connection with the Purpose) to its employees, independent contractors, and agents who are under a contractual obligation to maintain the confidentiality of such information, and who have a need-to-know in connection with the Purpose.

(c) The Recipient shall safeguard all Confidential Information received by it using the same degree of care with which it protects the confidentiality of its own Trade Secrets and Confidential Information, but in no event less than a reasonable degree of care. For clarity, Recipient acknowledges that reasonable care includes, at a minimum, the TSYS Information Security Requirements, as applicable (which is available upon request).

(d) Each Party shall be liable for any breach of the obligations of confidentiality and restriction on use contained herein by it, and its respective Affiliates, employees, officers, directors, agents, representatives, external or internal auditors or independent contractors.

(e) The Recipient shall not access, send, export or in any other way transmit Cardholder Data or Employee Data across transnational borders without the Discloser's prior specific written consent.

4. Rights in Confidential Information. Neither this Agreement, nor the act of disclosure, confers upon the Recipient any right, license, interest or title to the Confidential Information of the Disclosing Party. Title to the Confidential Information shall remain solely in the Disclosing Party, and the Recipient may not use the Confidential Information except as contemplated by this Agreement.

5. Destruction of Information. Upon the request of the Disclosing Party, the Recipient shall collect and surrender, or confirm the destruction of, all Confidential Information and all copies thereof, regardless of form, including information based on or including any Confidential Information, and any such destruction shall be certified in writing to the Disclosing Party by an authorized officer of the Recipient supervising such destruction. Recipient shall comply with all reasonable requests to verify compliance with the confidentiality and data destruction provisions of this Agreement.

6. Exception to Confidentiality.

(a) Except for Confidential Information which is also Employee Data or Cardholder Data, the obligations of confidentiality and restriction on use contained herein shall not apply to any Confidential Information that a Recipient is clearly able to demonstrate:

(i) Was in the public domain prior to the Effective Date of this Agreement or subsequently came into the public domain through no fault of the Recipient;

(ii) Was lawfully received by the Recipient from a third party, which third party was, to the knowledge of the Recipient, free of any obligation of confidentiality;

(iii) Was already in the lawful possession of the Recipient without an obligation to maintain its confidentiality prior to disclosure by the Disclosing Party;

(iv) Is required to be disclosed by applicable law, or in a judicial or administrative proceeding, including Employee Data, but only so long as the Recipient, to the extent it is not legally prohibited, gives the Disclosing Party notice, prior to any disclosure, of any request to disclose Confidential Information so that the Disclosing Party has an opportunity to object to the production or disclosure of the requested information. In the event that Confidential Information is produced under such legal compulsion, such production shall be strictly limited to the requesting party as dictated by applicable law or court order, and shall not otherwise affect the confidential nature of such Confidential Information;

(v) Can be proven to have been subsequently and independently developed, without violation of this Agreement, by employees, consultants or agents of the Recipient who did not have access to the Confidential Information; or

(vi) Is disclosed by the Recipient in accordance with the prior written approval of the Disclosing Party, but only to the

extent allowed and for the limited purposes specified in such written approval. Such permitted disclosure shall not otherwise affect the confidential nature of such Confidential Information.

(b) For purposes of this Agreement, Confidential Information shall not be deemed to be in the public domain or be in Recipient's lawful possession merely because it consists of components that are within the public domain.

7. Independent Development. This Agreement shall not be construed to limit either Party's right to independently develop or acquire products or services without use of the other Party's Trade Secrets or Confidential Information. Nothing herein, however, shall be deemed to grant to either Party a license under the other Party's copyrights or patents.

8. Rights and Remedies.

(a) A Recipient shall notify a Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any breach of this Agreement by Recipient and will cooperate with such Disclosing Party in every reasonable way to help such Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use.

(b) If a Recipient violates this Agreement, then the Disclosing Party shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either at law or in equity, to obtain damages for breach of this Agreement or to obtain equitable relief to enforce its rights hereunder. The Parties agree that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Agreement. Accordingly, the Parties agree that in an action for equitable remedies under this Agreement, a Disclosing Party shall not be required to prove the inadequacy or insufficiency of monetary damages. Each Party further agrees to waive any requirement for a bond or other security in connection with any such injunctive or other equitable relief.

(c) If either Party employs an attorney to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable costs of litigation, including, but not limited to, attorneys' fees.

9. Relationship; No Warranty. This Agreement does not create a joint venture or partnership between the Parties, and no Party is obligated to enter into any further contract or business relationship with the other Party. Neither Party (nor their Affiliates) accepts responsibility or liability for or makes any representation, statement or expression of opinion or warranty, express or implied, with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection therewith.

10. Duration of Obligations.

(a) This Agreement may be terminated by either Party upon thirty (30) days advance written notice to the other Party.

(b) The obligations of confidentiality contained herein shall continue for five (5) years after disclosure; but such obligation of confidentiality shall not expire for Confidential Information considered or deemed to be a Trade Secret or regulated data (including Cardholder Data or Employee Data, to the extent such is regulated) under applicable law.

11. Insider Trading. CIVICS.COM acknowledges that the stock of TSYS is publicly traded on the New York Stock Exchange. CIVICS.COM further acknowledges that CIVICS.COM, its Affiliates, and any of the employees, agents or contractors of CIVICS.COM or its Affiliates, are prohibited from purchasing or selling the stock of TSYS based on material, non-public information.

12. Notices. All notices hereunder shall be in writing and deemed given (a) when received, if delivered personally or by an express courier with a reliable system for tracking delivery, (b) when sent by electronic transmission with a copy sent by another means

specified in this paragraph; or (c) when mailed by registered or certified mail, return receipt requested, postage prepaid and addressed to the signatories of this Agreement at the address set forth above.

13. Publicity. Neither Party may utilize the name, logos, trademarks or letterhead of the other nor make any public announcements referring to this Agreement, Confidential Information disclosed under this Agreement or the relationship of the Parties, without the prior written consent of the other Party.

14. General.

(a) This Agreement, its validity, construction and effect shall be governed by the laws of the State of Georgia, U.S.A., excluding its conflicts of law rules.

(b) This Agreement supersedes any and all prior or contemporaneous understandings and agreements between the Parties with respect to the subject matter of this Agreement and is the complete and exclusive statement thereof.

(c) This Agreement can only be modified by a written amendment executed by the Parties. For the purpose of clarity, this Agreement does not limit, release or waive either party's liability or losses related to the breach of a Party's obligations. No other agreement, update, click-thru, webpage, form, policy, amendment,

revision or other writing from either Party, signed or unsigned, shall materially reduce or change either the obligations or unlimited liability of this Agreement without specifically referencing Section 14 (c) of this Agreement. It is the intent of the parties that any remedies under this Agreement are in addition to, rather than in replacement of, remedies under other Agreements between the parties.

(d) Waiver of any breach of this Agreement must be in writing to be effective and shall not be a waiver of any subsequent breach, nor shall it be a waiver of the underlying obligation.

(e) Should any court determine that any provision of this Agreement is not enforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable.

(f) The obligations contained in this Agreement shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between the Parties, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under applicable law.

(g) This Agreement may be assigned or transferred only upon the prior written consent of both Parties, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

TOTAL SYSTEM SERVICES, INC.

By: _____

Name: _____

Title: _____

CIVICS.COM: _____

By:  _____

Name: Dazza Greenwood

Title: Sole Proprietor, CIVICS.com