

NONDISCLOSURE AGREEMENT

This Agreement (the "Agreement") is made as of this 8th day of November, 2017, the "Effective Date"), between the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia, Terry College of Business, with offices located at 318 Correll Hall, Athens, GA 30602 ("University"), and Global Payments Gaming Services, Inc. ("Global").

WHEREAS, the above parties contemplate discussions and analyses concerning the possible furnishing or acquisition of data, services, or goods with the potential that the parties may do business together (the "Purpose"); and

WHEREAS, in order to facilitate such discussions and analyses, Global and University may disclose to each other orally and/or in writing and provide each other access to certain information which is non-public, confidential or proprietary in nature (irrespective of the form of communication and in whatever form maintained, whether documentary, computerized or otherwise) and which includes all reports, analyses, notes or other information (the "Information"); and

WHEREAS, "Information" shall include information, whether written or oral, received or accessed by the receiving party from the disclosing party in connection with the evaluation of the Purpose and is not generally available to the public, or which would reasonably be considered confidential and/or proprietary or which is marked "Confidential" or "Proprietary" by the Disclosing Party. Information includes, but is not limited to, (i) information relating to research, development, inventions, information systems, software code, software applications, pricing, customer lists, financial or other economic information, accounting, engineering, personnel relations, marketing, merchandising, and selling; customer or employee data or statistics, (ii) all analyses, compilations, forecasts, studies or other documents prepared in connection with the Purpose, and (iii) all student information. In the event Information is the basis of, is incorporated into, or is reflected in other documents, whether separately or jointly generated by the parties, such other documents shall be deemed Information subject to the terms of this Agreement.

WHEREAS, the party receiving Information shall be referred to herein as the "receiving party" and the party disclosing such Information shall be referred to herein as the "disclosing party."

THEREFORE, it is agreed:

1. That this Agreement will confirm the understanding between University and Global concerning the receiving party's obligations of confidentiality with respect to Information for the purpose of this Agreement.
2. That Information of any kind, whether disclosed verbally or in writing or any other medium, (a) shall be treated by the receiving party as secret and confidential and will not be disclosed by the receiving party to any other person or entity except as expressly permitted in this Agreement; (b) save as otherwise set out in this Agreement, shall be used by the receiving party only to evaluate the Purpose; and (c) shall be treated by the receiving party with the same degree of care as it employs with its own confidential and proprietary information, but in all events the receiving party shall use at least a reasonable degree of care.
3. That Information shall be restricted to those directors, officers, employees and professional advisers and persons in the receiving party's organization with a need to know in order to evaluate the Purpose (together "Representatives"). Such Representatives shall be notified of the proprietary nature of such Information and that they are required to comply with the provisions of this Agreement.
4. That the obligations imposed upon the receiving party herein shall not apply to Information (a) that is or becomes generally available to the public other than as a result of a disclosure by the receiving party in violation of the terms of this Agreement; (b) that the receiving party can demonstrate is rightfully in the receiving party's possession prior to the disclosure by the disclosing party pursuant to this Agreement, provided that the source of such information was not known by the receiving party to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the disclosing party with respect to such material; (c) that is received from a third party without restriction and without breach of this Agreement; (d) that is independently developed by the receiving party without the use of Information; (e) that is disclosed pursuant to a requirement of law, court order, or a government agency, provided that the receiving party, to the extent legally permitted, promptly notifies the disclosing party of such requirement.

5. That nothing in this Agreement shall restrict or otherwise affect either party's obligations under the rules and regulations of the applicable card associations and network organizations, including those rules and regulations relating to cardholder security.

6. That all Information furnished by the disclosing party to the receiving party is considered loaned for use solely in connection with this Agreement, and, except to the extent that records retention rules applicable to agencies of the State of Georgia require the retention of archival copies, shall promptly be returned by the receiving party to the disclosing party upon the written request of the disclosing party. The receiving party shall certify that it has destroyed or returned such copies of the Information in its possession.

7. That although the disclosing party has endeavored to include in the Information known to it which it believes to be relevant for the purpose of this Agreement, neither the disclosing party nor any of its affiliates have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Information, or shall have any liability whatsoever to the receiving party or its affiliates relating to or resulting from the use of the Information or any errors therein or omissions therefrom.

8. That no furnishing of Information and no obligation hereunder shall obligate either party to enter into any further agreement or negotiation or to refrain from entering into an agreement or negotiation with any other party.

9. That the receiving party agrees that damages alone may not be an adequate remedy for any breach of this Agreement and accordingly without prejudice to any other rights or remedies available, the disclosing party shall be entitled to the extent permitted by the laws of the State of Georgia to seek injunctive or other equitable relief to prevent any breach or threatened breach of this Agreement.

10. That neither anything contained in this Agreement nor the disclosing of Information hereunder shall be construed as an assignment or transference of any right by license or otherwise in any trademark, patent, copyright, technological information or other Information, or any other intellectual property, and the disclosing party shall remain the sole owner of all Information disclosed to the receiving party.

11. That this Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representations with regard to the subject matter herein. No agent, employee or representative of either party has any authority to bind such party to any affirmation, representation or warranty unless such is specifically included within this written Agreement. All modifications of, waivers of and amendments to this Agreement or any part hereof must be in writing and signed on behalf of each party.

12. The term of this Agreement shall be three (3) years from the Effective Date of this Agreement. Either party may terminate this Agreement at any time upon prior written notice to the other party. Notwithstanding the foregoing, the obligations under this Agreement shall remain in effect (a) thereafter with respect to trade secrets and (b) for five (5) years from the date of expiration or termination of this Agreement for all other Information.

13. That this Agreement shall be governed by the laws of the State of Georgia, conflicts of laws notwithstanding.

14. That this Agreement may be executed in any number of counterparts each of which when executed and delivered is an original but all the counterparts together shall constitute the same document. Counterparts containing signatures sent by facsimile or other electronic means shall be binding evidence of execution and acceptance of the terms hereof.

15. If any of the provisions of this Agreement are held to be or rendered void or unenforceable, the Parties agree that the same shall not result in the nullity or unenforceability of the remaining provisions of this Agreement, but that they will negotiate in a good faith in an effort to replace such void or unenforceable provision with a valid and enforceable provision which will achieve, to the extent possible, the economic, business or other purpose of said void or unenforceable provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and to be effective as of the Effective Date.

GLOBAL PAYMENTS GAMING SERVICES, INC.

By: 

Name: Chris Justice

Title: President

Date: 11/2/17

**THE BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA by and
on behalf of the UNIVERSITY OF GEORGIA,
TERRY COLLEGE OF BUSINESS**

By: 

Name: Benjamin C. Ayers

Title: Dean

Date: 10/18/17