



U.S. NON-DISCLOSURE AGREEMENT FOR EMPLOYMENT CANDIDACIES, SERVICES DISCUSSIONS, AND TEMPORARY ASSIGNMENTS (CONTINGENT WORKERS)

THIS NON-DISCLOSURE AGREEMENT (THE "AGREEMENT") BETWEEN YOU ("YOU") AND VERIFONE, INC. ("VERIFONE") IS IN CONSIDERATION OF (CHECK ONE):

- ☐ Your candidacy for potential employment with Verifone (including any interviews) ("Employment Candidacy");
- ☐ Your discussions (including any interviews) with Verifone about potentially providing services to Verifone ("Services Discussions"); or
- ☐ Your temporary assignment with Verifone ("Temporary Assignment").

1. **Effective Date.** This Agreement is effective as of the date you sign it. This Agreement will continue after and survive termination of the Employment Candidacy, Services Discussions, or Temporary Assignment.

2. **Proprietary Information.** You acknowledge that during the Employment Candidacy, Services Discussions, or Temporary Assignment, you may come into possession of trade secrets or other confidential and proprietary information of Verifone and others (all of which will be referred to in this Agreement as "proprietary information"), specifically including, among other things, the identity of clients and prospective clients of Verifone, client files and detailed information concerning client needs or requirements, product designs, drawings and specifications, or drafts thereof, formulae, product planning information, market surveys and forecasts, software codes, pricing, cost and margin information, company passwords, and other financial information and records of Verifone. You acknowledge that the foregoing types of proprietary information are highly confidential to Verifone and are valuable and give a competitive advantage to Verifone and could not without great expense and difficulty be obtained or duplicated by others who have not been able to acquire such information by virtue of the Employment Candidacy, Services Discussions, or Temporary Assignment.

You agree that, both during and after the Employment Candidacy, Services Discussions, or Temporary Assignment, unless you first obtain the prior written consent of the CEO or General Counsel of Verifone, you will not communicate or disclose, directly or indirectly, to any person or firm or as part of any information that you post or make publicly available (including through any Internet website or service), or use at any time, any of Verifone's proprietary information, whether or not such information was developed or obtained by yourself, except insofar as you may, where authorized and approved, use such information in furtherance of any duties for Verifone. You will retain all such proprietary information in strict confidence for the sole benefit of Verifone. The information will remain proprietary for as long as the information is considered confidential by Verifone.

You understand that under the Defend Trade Secret Act of 2016, you will not be held criminally or civilly liable under any federal or state trade secret law (including under the Defend Trade Secret Act of 2016) for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or



U.S. NON-DISCLOSURE AGREEMENT FOR EMPLOYMENT CANDIDACIES, SERVICES DISCUSSIONS, AND TEMPORARY ASSIGNMENTS (CONTINGENT WORKERS)

investigating a suspected violation of law. You also will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal. If you file a lawsuit for retaliation by Verifone or your employer for reporting a suspected violation of law, you may disclose any applicable trade secrets to your attorney and may use trade-secret information in the court proceeding as long as you file any document containing the trade secrets under seal and do not disclose the trade secrets except pursuant to a court order.

You agree that Verifone has no obligation to disclose any proprietary information to you. Neither this Agreement, nor the disclosure or receipt of any proprietary information under this Agreement, will constitute or imply any promise or intention by either party to continue with the Employment Candidacy, Services Discussions, or Temporary Assignment or any promise or intention by Verifone to offer you employment, engage your services, assign you work, hire you as a temporary contractor or contingent worker, or employ you. Verifone will not be deemed to make any representation, warranty, assurance, or guarantee with respect to any proprietary information disclosed under this Agreement, including without limitation any representation or warranty of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other rights of third parties. All proprietary information will remain the property of Verifone, and this Agreement does not grant implied intellectual property licenses to any proprietary information.

3. **Former Employer Information.** You will not at any time during the term of the Employment Candidacy, Services Discussions, or Temporary Assignment improperly use or disclose any trade secrets, confidential information, or other proprietary information of your former employers or companies, if any. You will not bring onto Verifone's physical premises or into Verifone's electronic systems any unpublished documents or any property belonging to your former employers or companies unless said employers or companies have consented in writing.

4. **Inventions and Original Works Assigned to Verifone.** In consideration of the Employment Candidacy, Services Discussions, or Temporary Assignment (which consideration you agree is adequate and sufficient), you agree to make prompt written disclosure to Verifone, will hold in trust for the sole right and benefit of Verifone, and hereby assign to Verifone any and all of your right, title, and interest in and to any and all intellectual property, including ideas, inventions, original works of authorship, developments, improvements, and trade secrets, that you may solely or jointly conceive, reduce to practice, or reduce to tangible media or cause to be conceived, reduced to practice, or reduced to tangible media during and in the course of the Employment Candidacy, Services Discussions, or Temporary Assignment.

5. **Return of Proprietary Information.** Upon the termination of the Employment Candidacy, Services Discussions, or Temporary Assignment, you will return all records, documents, emails, and other written, printed, electronic, photographic, and physical materials of any type that belong to or pertain to Verifone, including without limitation computer printouts, client lists, and documents, client files, sales manuals, drawings, plans, blue prints, specifications, calculations, measurements and formulae of any type, billing information, financial information, and all other documents relating to Verifone then in your possession or under your control, and you will not make or retain any copies or extracts, including handwritten summations, of any such physical or electronic documents.



U.S. NON-DISCLOSURE AGREEMENT FOR EMPLOYMENT CANDIDACIES, SERVICES DISCUSSIONS, AND TEMPORARY ASSIGNMENTS (CONTINGENT WORKERS)

6. **Irreparable Injury for Breach.** You agree that Verifone would be irreparably injured in its business and would not have an adequate remedy at law if you were to breach Sections 2, 4, or 5 of this Agreement, and that, in the event any such breach or violation occurs, Verifone will be entitled to seek an injunction restraining you, among other things, from disclosing or using any proprietary information of Verifone, as described in Section 2, or requiring you to return to Verifone proprietary information pursuant to Section 5. It is agreed, however, that Verifone's remedies in the event of any such breach or violation would be cumulative and that Verifone could seek damages and other equitable relief in addition to injunctive relief.

7. **Severability.** Each provision in this Agreement is separate. Where necessary to effectuate the purpose of a particular provision, it will survive the termination of the Employment Candidacy, Services Discussions, or Temporary Assignment. If any part of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in effect.

8. **Modifications and Consent.** To be effective and binding upon Verifone, any modifications of this Agreement and any consent hereunder must be made in writing and signed by the CEO or General Counsel of Verifone.

9. **Controlling Law; Mutual Agreement to Arbitrate; Waiver of Jury Trial.**

A. This Agreement, in all respects, will be governed by, enforced under, and interpreted in accordance with the laws of the State of New York, exclusive of conflict or choice-of-law rules.

B. Notwithstanding the foregoing, any dispute, claim, or controversy arising out of or relating in any way to this Agreement or the interpretation, application, enforcement, breach, termination, or validity thereof (including any claim of inducement of this Agreement by fraud and including determination of the scope or applicability of this agreement to arbitrate) or its subject matter (collectively, "Claims") will be determined by binding arbitration before one arbitrator. *Claims* includes, but is not limited to, all claims and disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise, with the exception of claims arising under the National Labor Relations Act that are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, claims for unemployment insurance benefits that are brought before the Employment Development Department, claims brought under The Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*) or as otherwise required by state law that is not preempted by either the Federal Arbitration Act or other federal law and any claims that you may have against Verifone or its owners, directors, officers, managers, employees, or agents related to this Agreement or the Employment Candidacy, Services Discussions, or Temporary Assignment in any way.

C. The arbitration will be administered by JAMS conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules, which can be reviewed at www.jamsadr.com. Notwithstanding anything to the



U.S. NON-DISCLOSURE AGREEMENT FOR EMPLOYMENT CANDIDACIES, SERVICES DISCUSSIONS, AND TEMPORARY ASSIGNMENTS (CONTINGENT WORKERS)

contrary in this Agreement, the Federal Arbitration Act (9 U.S.C. §§ 1, *et seq.*) will govern the arbitrability of all Claims. Unless agreed otherwise by the parties, the arbitration will be held in New York City, New York, and it will be conducted in the English language. The parties will maintain the confidential nature of the arbitration proceeding and any award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The arbitrator will have authority to award compensatory damages only and will not award any punitive, exemplary, or multiple damages, and the parties waive any right to recover any such damages. In any legal action, arbitration, or other proceeding for enforcement of this Agreement or claim for breach, default, misrepresentation, fraud, or otherwise in connection with any provisions of this Agreement or any Claims, the prevailing party will be entitled to recover from the other party its attorneys' and experts' fees and costs reasonably incurred in connection with that action or proceeding in addition to any other relief to which that party may be entitled. Judgment on any award in arbitration may be entered in any court of competent jurisdiction. Notwithstanding the above, each party will have recourse to any court of competent jurisdiction to enforce claims for injunctive and other equitable relief.

D. Should it be necessary to arbitrate any Claims, the parties agree that any such Claims may be brought only in an individual capacity and cannot be brought as a class, collective, or representative action or be joined or consolidated as such. The parties understand that there is no right or authority for any Claims to be heard or arbitrated on a collective-action basis, class-action basis, as a private attorney general, or on bases involving Claims brought in a representative capacity on behalf of the general public, on behalf of other Verifone employment candidates, employees, services providers, temporary assignees, or contingent workers (or any of them), or on behalf of other persons alleged to be similarly situated. The arbitrator will not consolidate claims of different people or entities into one proceeding, nor will the arbitrator have the power to hear arbitration as a class action, collective action, or representative action. Any Claims regarding the enforceability or scope of this Section of the Agreement, including, but not limited to, whether class, collective, or representative actions are authorized in arbitration by this Agreement, will be decided by a court of competent jurisdiction rather than by an arbitrator. The parties agree that if a party brings an action that includes both claims subject to arbitration under this Agreement and claims that are by law not subject to arbitration, all claims that by law are not subject to arbitration will be stayed until the claims subject to arbitration are fully arbitrated or resolved. The parties further agree that in such a situation, the arbitrator's decision on the claims subject to arbitration, including any determinations as to disputed factual or legal issues, will be dispositive and entitled to full force and effect in any separate lawsuit on claims that by law are not subject to arbitration.

E. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS WILL BE DECIDED BY A JUDGE OR ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. To the extent applicable, in the event of any lawsuit between the parties



U.S. NON-DISCLOSURE AGREEMENT FOR EMPLOYMENT CANDIDACIES, SERVICES DISCUSSIONS, AND TEMPORARY ASSIGNMENTS (CONTINGENT WORKERS)

arising out of or related to this Agreement, the parties agree to prepare and to timely file in the applicable court a mutual consent to waive any statutory or other requirements for a trial by jury.

10. **Miscellaneous.**

A. This Agreement contains the entire agreement of the parties, and any and all prior agreements, representations, or promises on the subjects covered herein are superseded by and/or merged into this Agreement.

B. Although this Agreement was drafted by Verifone, the parties agree that it accurately reflects the intent and understanding of each party and should not be construed against Verifone in the event there is any dispute over the meaning or intent of any provisions.

C. By their signatures below, the parties acknowledge that: (i) they have had sufficient opportunity to, and have, carefully read each provision of this Agreement, (ii) they have had the opportunity to review the Agreement with legal counsel of their own choice, (iii) they understand each provision, (iv) they are not under any duress, (v) they are not relying on any representations or promises that are not set forth in this Agreement, and (vi) they are freely and voluntarily signing this Agreement and intend to be bound by it as a solemn contractual undertaking.

YOU UNDERSTAND THAT THIS AGREEMENT MAY AFFECT YOUR RIGHTS TO INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP YOU MAY MAKE DURING THE EMPLOYMENT CANDIDACY, SERVICES DISCUSSIONS, OR TEMPORARY ASSIGNMENT, RESTRICTS YOUR RIGHT TO DISCLOSE OR USE VERIFONE'S PROPRIETARY INFORMATION DURING AND AFTER THE FOREGOING, AND BINDS YOU.

YOU UNDERSTAND THAT THROUGH THIS AGREEMENT, VERIFONE AND YOU ARE GIVING UP OUR RESPECTIVE RIGHTS TO A COURT AND JURY TRIAL AND TO CLASS, COLLECTIVE, AND REPRESENTATIVE ACTIONS AND THAT, PURSUANT TO THE TERMS OF THIS AGREEMENT, VERIFONE AND YOU ARE AGREEING TO ARBITRATE ALL CLAIMS COVERED BY THIS AGREEMENT.

YOU HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS.

Agreed:

Your Name: _____

Date: _____

Signature: _____