

**SAMPLE ASSIGNMENT OF RIGHTS  
AND ACKNOWLEDGEMENT  
OF CONFIDENTIALITY OBLIGATIONS  
("ASSIGNMENT AND ACKNOWLEDGEMENT")**

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MoneyGram Payment Systems, Inc. ("MPSI") has entered into the Agreement and associated Statements of Work with \_\_\_\_\_ ("Supplier"), dated \_\_\_\_\_, 20\_\_, (the "Consulting Services Documents") wherein Supplier agrees to provide individuals to perform certain services for MPSI and entities controlling, controlled by or under common control with MPSI (collectively "Customer").

Supplier has requested that you ("Representative" or "you") perform certain services which Supplier is obligated to perform under the Consulting Services Documents.

According to the Consulting Services Documents, before you are permitted access to Customer's facilities and/or information and/or to perform services under the Consulting Services Documents, Customer requires that you agree to an Assignment of Rights as set forth below and acknowledge that the obligations of confidentiality as set forth in the Consulting Services Documents apply to you and you agree to adhere to them.

In consideration of Customer permitting you access to Customer's facilities, systems and/or information and/or to perform services under the Consulting Services Documents and other good and valuable consideration, the receipt of which is acknowledged, you agree:

1. To assign all rights and interests in development materials, consulting services, documentation and any and all other deliverables (collectively the "Deliverables"); Created Works (as hereinafter defined); and other materials which may be created as a result of the performance of services under the Consulting Services Documents, including any and all copyright and patent rights.
2. You agree to promptly disclose any and all materials, ideas, inventions, discoveries and improvements (whether patentable or not), that are developed, made conceived or reduced to practice by you, solely or jointly with others, that are related to the performance of services under the Consulting Services Documents. You further agree to assign to Customer all right, title and interest in such materials and developments, including, but not limited to, object code, source code and documentation, and all concepts and designs, inventions, ideas, discoveries, "know how," creations, works, processes, methods and works of authorship created by you in rendering services under the Consulting Services Documents, and all shall be the exclusive property of Customer (collectively the "Created Works"). You hereby assign all rights in the Created Works, including without limitation, all patent rights, mask work rights, copyrights and trade secret rights to Customer. All originals and copies of such Created Works shall be provided to Customer upon Customer's request or the termination or expiration of the Consulting Services Documents. Notwithstanding the foregoing, you or the Supplier, as the case may be, shall retain unrestricted rights to any pre-existing code portions (including enhancements made thereto during the course of this work effort) included in any software furnished to Customer, provided that you shall identify such pre-existing code prior to incorporating it into any Deliverable or Created Work, and provided that Customer shall be deemed to have an unrestricted license to use such code.

3. You acknowledge that you have read the confidentiality provisions contained in the Consulting Services Documents, reproduced below, they apply to you as a Representative of Supplier and agree to adhere to them. Customer acknowledges that the you will be immune from liability for disclosing Confidential Information (i) to law enforcement or an attorney in confidence for the purpose of reporting or investigating a suspected violation of law, (ii) in a lawsuit or other proceeding that is made under seal, or (iii) to your attorney in an anti-retaliation lawsuit if the Confidential Information is filed under seal and is not disclosed except by court order.

4. **Confidential Information.**

4.1 In connection with the performance of the Agreement, the Parties have furnished or may in the future furnish to the other certain proprietary, non-public, confidential trade secret, and other such information. The term "Confidential Information" includes all such information of the Parties, their predecessors-in-interest, or their affiliates, now in existence or hereafter created. Confidential Information includes the following:

- (a) All customer-related information of the Customer, including but not limited to, account numbers, account balances, and personally identifiable data;
- (b) All personally identifiable data of Customer's agents or business partners, including but not limited to, account numbers, account balances and financial information;
- (c) All information marked as "confidential" or with similar designation or otherwise treated as confidential and that which would be reasonably understood to be confidential;
- (d) All information protected by rights embodied in copyrights, whether registered or unregistered, or pending unpublished patent applications, "know how," trade secrets, and any other intellectual property rights of the Parties;
- (e) All proprietary business, financial or technical information of the Parties or their affiliates and any of their respective customers, agents, business partners or vendors (including, but not limited to, customer lists, customer financial information and software licensed from third parties or owned by the Parties or their affiliates); and
- (f) Each Party's marketing philosophy and objectives, promotions, markets, customer information, materials, financial results, technological developments and other similar confidential and or proprietary information and materials.

4.2 Exclusions to Confidential Information. Notwithstanding the foregoing, and except to the extent protected by copyright, patent, or trademark law and with the exception of Confidential Information described in Section 4.1 (a) and (b) above, Confidential Information shall not include any portion of such information which the other Party can establish by clear and convincing evidence to have:

- (a) become publicly known without breach of the Agreement; or
- (b) been known by the other Party without any obligation of confidentiality, prior to disclosure of such Confidential Information to the other Party; or

- (c) been received in good faith by the other Party from a third-party source having the right to disclose such information.

4.3 Limited Use of Confidential Information. The Parties may use the Confidential Information only for the purpose of performance of their obligations under this Agreement. Unless otherwise agreed to in writing between Customer and Supplier, from and after the date of the Agreement, the Parties shall:

- (a) not reproduce, copy, duplicate, divulge or use any Confidential Information, or allow any Confidential Information to be reproduced, copied, duplicated, divulged or used, except as expressly permitted herein;
- (b) require that all persons, employees, agents, partners, consultants, contractors, representatives of the Parties, and any other third parties (collectively, the “Representatives”) who are permitted access to any Confidential Information to agree to assume all of the same obligations regarding the protection of the Confidential Information assumed by the Parties under the Agreement; and
- (c) keep all Confidential Information in a physically secure place which will prevent anyone, except the Representatives who are permitted access to the Confidential Information to satisfy the purposes of the Agreement, from using or disclosing any Confidential Information.
- (d) if required by a court or governmental agency having proper jurisdiction to disclose any Confidential Information, the recipient of such request or order shall promptly notify the owner of such Confidential Information of such request and/or order so that the owner may seek an appropriate protective order.

4.4 Breach of the Confidentiality Covenants. Compliance by Supplier with requirements for use of Confidential Information shall not limit Supplier’s or its Representatives liability for any breach of its confidentiality obligations herein. In the event that Supplier or its Representatives breach the confidentiality covenants contained herein, Supplier recognizes that irreparable injury will result to Customer or third parties entrusting Confidential Information to Customer, that Customer’s remedy at law for damages will be inadequate, and that Customer will be entitled to an injunction to restrain the continuing breach by Supplier or its Representatives, or any other persons acting for or with Supplier. If Supplier is found, by a court of competent jurisdiction, to have breached the confidentiality covenants contained herein, Customer shall be further entitled to recover from Supplier:

- (a) actual, reasonable and provable damages to Customers or its directors, officers, employees or agents;
- (b) any costs, losses or damages associated with any claims by third parties against Customer;
- (c) reasonable attorneys’ and other professionals’ fees and all other costs and expenses incurred in connection with the enforcement of this Section; and
- (d) any other rights and remedies with Customer may have at law or in equity.

4.5 Effect of Termination. Unless otherwise provided herein, upon expiration or termination of the Agreement for any reason:

- (a) the limited right to use the Confidential Information granted to each Party under the Agreement will immediately terminate, and neither the Parties nor will their Representatives have any further right to use any Confidential Information in any way;
- (b) Supplier shall immediately return to Customer, or destroy at Customer's request, any developed software in source code and object code forms and all related documentation, all documents, drawings, models, apparatus, sketches, designs, source code, object code and any other tangible items containing any Confidential Information including all complete or partial copies, recordings, abstracts, notes or reproductions of any kind made from or about such tangible items or information contained therein; and
- (c) Supplier shall provide to Customer written certification, made under oath, that Supplier has returned or destroyed all of the items identified above to Customer, upon Customer's request.

5. This Assignment and Acknowledgement is effective upon execution by you and you shall remain obligated as set forth herein regardless of the termination or expiration of the Consulting Services Documents or the termination of your relationship with Supplier.

6. This Assignment and Acknowledgement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, the venue for any action arising out of or relating to this Assignment and Acknowledgement will be in a state or federal court sitting within the State of Texas and you hereby consent and submit to the personal jurisdiction of said courts for that purpose and hereby specifically waives any other jurisdiction.

By signing below and agreeing to provide services to Customer, you consent to the collection use, disclosure, and transfer (including cross-border transfer) of your personal information as described in our Privacy Notice, which is available on our website at [www.moneygram.com/privacy-notice](http://www.moneygram.com/privacy-notice), or by emailing us at [privacyprogramoffice@moneygram.com](mailto:privacyprogramoffice@moneygram.com).

ACKNOWLEDGED AND AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**REPRESENTATIVE  
FOR YOUR INFORMATION ONLY. DO  
NOT SIGN.**

**XXXXXXXXXX**  
Signature **XXXXXXXXXX**  
Name:  
Residing at:  
Date: