

## EXHIBIT F

### Managed Supplier Program

#### CONFIDENTIALITY COVENANTS

1. Confidential Information. Confidential Information shall mean any of the following information:
  - (a) any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, products, plans or planning information, marketing strategies, finances, pricing, operations, vendors or vendor relationships, customers or customer relationships, customer profiles, sales estimates, business plans, and internal performance results relating to the past, present or future business activities of FDC or any of its subsidiaries and affiliated companies and the customers, clients and suppliers of any of the foregoing;
  - (b) any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords FDC a competitive advantage over its competitors;
  - (c) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, databases, inventions, information, and trade secrets, whether or not patentable or copyrightable; and
  - (d) Work Product as defined in the Agreement.

Confidential Information includes, without limitation, all documents, inventions, substances, engineering and laboratory notebooks, drawings, diagrams, computer programs and data, specifications, bills of material, equipment, prototypes and models, and any other tangible manifestation (including data in computer or other digital format) of the foregoing which now exist or come into the control or possession of the Agency or Agency's Employees.

2. Confidentiality Obligations. Except as expressly authorized by prior written consent of the disclosing party, Agency shall:
  - (a) limit access to any Confidential Information received by it to its employees and agents who have a need-to-know in connection with evaluation of any potential business transaction, and only for use in connection therewith; and
  - (b) advise its employees and agents having access to the Confidential Information of a proprietary nature thereof and of the obligations set forth in this Confidentiality Covenant; and
  - (c) take appropriate action by instruction or agreement with its employees and agents having access to the Confidential Information to fulfill its obligations under this Confidentiality Covenant; and
  - (d) safeguard all Confidential Information received by it using a reasonable degree of care, but not less than that degree of care used by it in safeguarding its own similar information or material; and
  - (e) use all Confidential Information received by it solely for purposes of providing the Services and for no other purpose whatsoever; and
  - (f) not disclose any Confidential Information received by it to third parties.

Upon the request of the disclosing party, Agency shall use reasonable efforts to collect and surrender (or confirm the destruction or non-recoverable data erasure of computerized data) all Confidential Information and all memoranda, notes, records, drawings, manuals, records, and other documents or materials (and all copies of same, including copies that have been converted to computerized media in the form of image, data or word processing files

either manually or by image capture) based on or including any Confidential Information, and such destruction shall be certified in writing to FDC by an authorized officer of Agency supervising such destruction.

3. Exceptions to Confidentiality. The obligations of confidentiality and restriction on use in Section 2 shall not apply to any Confidential Information that:

- (a) was in the public domain prior to the date of the Agreement or subsequently came into the public domain through no fault of Agency; or
- (b) was lawfully received by Agency from a third party free of any obligation of confidence to such third party; or
- (c) was already in the lawful possession of Agency prior to receipt thereof, directly or indirectly, from the disclosing entity; or
- (d) is required to be disclosed in a judicial or administrative proceeding, or as otherwise required to be disclosed by law, in any such case after all reasonable legal remedies for maintaining such information in confidence have been exhausted; or
- (e) is subsequently and independently developed by employees, consultants or agents of Agency without reference to the Confidential Information disclosed under this Agreement; or
- (f) is disclosed by Agency in accordance with the prior written approval of FDC.

4. Rights in Confidential Information. This Confidentiality Covenant does not confer any right, license, interest or title in, to or under the Confidential Information to Agency. No license is hereby granted to Agency, by estoppel or otherwise, under any patent, trademark, copyright, trade secret or other proprietary rights of FDC. Title to the Confidential Information shall remain solely in FDC.

5. Enforcement and Equitable Relief. If Agency violates this Confidentiality Covenant, then FDC 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 Confidentiality Covenant, or to obtain equitable relief to enforce its rights hereunder. Agency agrees that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Confidentiality Covenant. Accordingly, Agency agrees that in an action for equitable remedies under this Confidentiality Covenant, FDC shall not be required to prove the inadequacy or insufficiency of monetary damages as a remedy. Agency further agrees to waive any requirement for a bond in connection with any such injunctive or other equitable relief.

6. Term. All obligations remaining in effect under this Confidentiality Covenant shall terminate on the date three years from the date of termination or expiration of the Agreement.

## EXHIBIT G

### Managed Supplier Program

#### **Acknowledgement**

This Exhibit is attached to and made part of the Service Agreement dated as of [                    ], 2007, (the "Agreement") between First Data Corporation, including its subsidiaries (collectively, "FDC") and Talent Logic Inc., ("Agency").

The undersigned employee of Agency (the "Agent Employee"), in consideration of being assigned by Agency to perform leased employment services for FDC in accordance with the terms and condition of the Agreement, hereby agrees as follows:

1. Agent Employee understands and agrees that FDC is engaged in a highly competitive business and has expended, and continues to expend, significant money, skill and time to develop and maintain valuable customer relationships, trade secrets, and confidential and proprietary information. Agent Employee agrees that Agent Employee's work for FDC may bring Agent Employee into close contact with many of FDC's customers, Trade Secrets, Confidential Information, and Third Party Information (as defined below), the disclosure of which would cause FDC significant and irreparable harm.
2. Agent Employee agrees that for so long as the information or documentation is or remains a Trade Secret, Agent Employee will not use, disclose, or disseminate to any other person, organization, or entity or otherwise employ any FDC Trade Secrets. Agent Employee further agrees that for two (2) years after the cessation of Agent Employee's provision of leased services to FDC pursuant to the Agreement, Agent Employee will not use, disclose, or disseminate to any other person, organization, or entity or otherwise employ any FDC Confidential Information. The obligations set forth herein shall not apply to any Trade Secrets or Confidential Information which shall have become generally known to competitors of FDC, or of its affiliates, subsidiaries, or other related entities through no act or omission of Agent Employee.
3. Agent Employee agrees that for so long as the information or documentation is subject to protection under FDC nondisclosure obligations, policy or applicable law but in any event not less than two (2) years, Agent Employee will not use, disclose, or disseminate to any other person, organization, or entity or otherwise employ any Third Party Information.
4. Agent Employee understands and agrees that he/she is not an employee, and shall not be deemed to be an employee, of FDC for any purpose, and that Agent Employee is not eligible to participate in any FDC employee benefit plan or program, or for benefits pursuant to any FDC policy or program applicable by its terms to FDC employees. Agent Employee understands and acknowledges that he/she is an employee of Agency for all purposes, including but not limited to eligibility for Agency's employee benefit plans and programs and for purposes of coverage under workers compensation, unemployment, and other insurance.
5. Agent Employee understands and agrees that FDC maintains certain policies and procedures applicable to both its employees and to non-employees who (i) have unescorted access to FDC's premises; or (ii) being issued an FDC user name and passcode, which allows such individual access to FDC's information technology network system, including but not limited to policies prohibiting harassment, use of drugs and alcohol, workplace safety, corporate security, internet use and internet security, e-mail, and information security. Agent Employee either been provided a copy of such policies and procedures or has access to copies of such policies and procedures on FDC's web site and agrees to abide by and be subject to such policies and procedures to the extent they are applicable to nonemployees who (i) have unescorted access to FDC's premises; or (ii) being issued an FDC user name and passcode, which allows such individual access to FDC's information technology network system, Agent Employee explicitly hereby consents to the release

by Agency to FDC of the results of all background, drug, and other pre- or post-employment tests or checks performed by or on behalf of Agency.

6. Agent Employee understands and agrees to comply with First Data Merchant Services' Antitrust Compliance Policy as set forth in the First Data Merchant Services Antitrust Compliance manual and any additional antitrust training provided to Agent Employee. In brief, First Data participates in the merchant acquiring business through joint ventures or "Alliances" with major card acquiring banks. These Alliances are competing entities. No matter the circumstances, the following guidelines apply:
  - a. An Alliance's competitive information, including prices, costs, customers, marketing plans, and the like, may not be shared with any other alliance or processing customer of FDMS.
  - b. Alliance-dedicated employees or Agent Employees may not obtain, or attempt to obtain, competitive information regarding another Alliance from a source within or belonging to FDMS or any of its affiliates, joint ventures, employees, agents, contractors, suppliers, or like parties.
  - c. Activities that facilitate, or may give the appearance of facilitating, the fixing of prices, allocation of customers or markets, or the sharing of competitive information between Alliances are prohibited.

FDC "Trade Secrets" includes but is not limited to any data or information that is competitively sensitive or commercially valuable, and not generally known to the public, including, but not limited to, products planning information, marketing strategies, marketing results, forecasts or strategies, plans, finance, operations, reports, data, customer relationships, customer profiles, customer lists, sales estimates, business plans, and internal performance results relating to the past, present or future business activities of FDC, its affiliates, subsidiaries and its related entities as well as its customers, clients, and suppliers; and any scientific or technical information, design, process, procedure, formula, or improvement computer software, object code, source code, specifications, inventions, systems information, whether or not patentable or copyrightable.

FDC "Confidential Information" means any data or information and documentation, other than Trade Secrets, which is valuable to FDC, its parent company, affiliates, subsidiaries or other related entities and not generally known to the public, including but not limited to financial information, including but not limited to earnings, assets, debts, prices, fee structures, volumes of purchases or sales, or other financial data, whether relating to the Company, its parent company, affiliates, subsidiaries or other related entities generally, or to particular products, services, geographic areas, or time periods; and supply and service information, including but not limited to information concerning the goods and services utilized or purchased by the FDC, its affiliates, subsidiaries, or other related entities, the names and addresses of suppliers, terms of supplier service contracts, or of particular transactions, or related information about potential suppliers, to the extent that such information is not generally known to the public, and to the extent that the combination of suppliers or use of particular suppliers, though generally known or available, yields advantages to FDC, its affiliates, subsidiaries, or other related entities, the details of which are not generally known.

"Third Party Information" means any data or information of the customers, suppliers, consumers, or employees that FDC, its affiliates, subsidiaries, or other related entities are prohibited by law, contract or FDC policy from disclosing. By way of example, such information includes but is not limited to product specifications, marketing strategies, pricing, sales volumes, discounts; nonpublic personal information regarding consumers, including but not limited to names, addresses, credit card numbers, financial transactions, and account balances; personnel information, including but not limited to employees' personal or medical histories, compensation or other terms of employment, actual or proposed promotions, hiring, resignations, disciplinary actions, terminations or reasons therefore, training methods, performance, skills, qualifications and abilities, or other employee information; and customer information, which is not protected by a separate confidentiality agreement, including but not limited to any compilations of past, existing or prospective customers, agreements between customers and the Company, status of customer

accounts or credit, the identity of customer representatives responsible for entering into contracts with the Company; specific customer needs and requirements, or related information about actual or prospective customers or other nonpublic consumer information.

Agreed to this \_\_ day of \_\_\_\_\_, 2007.

by \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print Agent Employee name)