



EFUNDS CORPORATION
EMPLOYEE CONFIDENTIALITY AGREEMENT

This Employee Confidentiality Agreement is made by the employee (the "Employee") who has signed this Agreement below and by eFunds Corporation or one of its subsidiaries (collectively, the "Company"). Employee enters into this Agreement in consideration of being employed by the Company and to protect the Company against actions that would adversely affect the best interest of the Company or its customers and to enhance the ability of the Employee to carry on a satisfactory professional relationship with the Company. This Agreement identifies basic obligations that are binding during employment with the Company and, in certain instances, beyond the termination of employment.

Confidential Information. The Employee accepts the following obligations:

- a. The Employee will perform his or her assigned duties and abide by the Company's policies.
- b. The Employee understands and acknowledges that the Company has developed, possesses and uses valuable technical and non-technical information that is not publicly known. While employed, the Employee may receive, use or become aware of the Company's Confidential Information, including its Trade Secrets (as those terms are defined below).
- c. The Employee acknowledges and agrees that the Company regards its Confidential Information as being exceptionally valuable and that its use and disclosure must be carefully and continuously controlled. The Employee's obligations under this Agreement are intended to prevent the direct or indirect disclosure of Confidential Information to others because such disclosure could be useful to Company's competitors or could otherwise harm the interests of the Company.
- d. Except as provided in Section (f) below, during the term of Employee's employment by the Company and for a period of two (2) years thereafter (collectively, the "Term"), the Employee will not disclose to any person not then employed by the Company any Confidential Information, including any Trade Secrets.
- e. Notwithstanding Section (d) above, at no time, whether during or after the Term, will Employee disclose any of the Company's Trade Secrets to any person not then employed by the Company or to any employee of the Company who does not have a reason to know such Trade Secret in the course of their duties to the Company, other than as provided in Section (f) below. At no time shall the Employee misappropriate or threaten to misappropriate the Company's Trade Secrets.
- f. Notwithstanding the foregoing, the Employee may disclose Confidential Information of the Company to third persons where such disclosure is consistent with the scope of Employee's duties for the Company and the then-current policies and procedures of the Company.
- g. If the Employee is required by a court order or legal process to disclose any Confidential Information, the Employee shall immediately provide the Company with written notice of such requirement so that the Company may seek a protective order or waive the Employee's obligations hereunder. If the Employee is compelled to disclose Confidential Information or stand liable for contempt before the Company obtains a protective order or waives the Employee's obligations, the Employee may disclose Confidential Information to the extent legally required without liability to the Company, provided that the Employee has notified the Company and discloses only that portion of the Confidential Information that the Employee is legally required to disclose.

As used in this Agreement, "Confidential Information" means all Trade Secrets and any other information pertaining to the prior, current, or contemplated business of the Company that is not generally known to or ascertainable by proper means by the general public, including, but not limited to, information concerning the talents, skills and suitability for employment of other then-current employees of the Company. "Trade Secret" includes any Confidential Information that derives actual or potential economic value to the Company from not being generally known or readily ascertainable by the Company's competitors and which gives or has the potential to give the Company an advantage over its competitors.

Without limiting the foregoing, the Employee agrees that the following information can constitute Confidential Information:

- a. Information pertaining to or concerning any current, former or prospective customer of the Company.
- b. Information pertaining to or concerning prior, current or future research or development activities of the Company or its customers.
- c. Information that the Employee has a reasonable basis to know was accepted by the Company from a third party under an obligation of confidentiality.
- d. Computer programs, system documentation, manuals or other technical materials.
- e. Non-public information concerning the financial performance of the Company.

Non-Solicitation of Company Employees. The Employee agrees that, during the Term, the Employee will not participate in any way in the solicitation for employment or hiring by the Employee or by a third party of any person who is then employed by the Company or who was so employed within 90 days of the date of any such solicitation. In addition to Employee's other reimbursement obligations hereunder, the Employee shall be liable to the Company, as liquidated damages and not as a penalty, for any breach of this provision in an amount equal to six (6) months salary of the departing employee of the Company.

Inventions – Copyrights. The Employee shall and hereby does assign to the Company all right, title and interest in and to any and all inventions, improvements, discoveries, processes, programs, systems, writings or ideas, whether or not subject to copyright, patent, or trademark protections, that are or were conceived, developed, discovered or made by the Employee while in the employ of the Company and that relate in any manner or are capable of being used in the existing or contemplated business of the Company (collectively, “Work Product”). This assignment applies whether or not the Work Product was made during regular hours of work or on the Company’s premises. The Employee agrees to promptly disclose all Work Product of the Company. At the request of the Company and without further compensation to Employee, the Employee will execute any and all applications, assignments or other instruments that the Company shall deem desirable to apply for, obtain or perfect its ownership rights in or intellectual property protection for any Work Product. The Employee agrees that, upon termination of his or her employment, the Employee shall immediately return to the Company all of the Company’s property that has been in the Employee’s possession or control during his or her employment. This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee’s own time, and (1) which does not relate (a) directly to the business of the employer or (b) to the employer’s actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the employee for the employer.

It is agreed and understood that the Employee will obtain general knowledge, skill and experience during the course of his or her employment. So long as the Employee complies with his or her obligations under this Agreement, the Employee is free to make use of this general knowledge, skill and experience in any other employment situation following termination of employment with the Company so long as such use does not involve the disclosure or use of the Company’s Confidential Information.

Outside Activities. The Employee agrees that, during the course of his or her employment, the Employee will not engage in outside employment or activities that would have a negative impact on the Employee's performance or conflict with the interests of the Company.

No Trading on Inside Information. The Employee agrees to refrain from trading in the Company’s securities while in possession of information relating to important developments regarding the Company’s business (such as its financial results or the retention or loss of a major customer) that has not been publicly disclosed.

Software Security. The Employee understands that the software that the Employee may use during employment by the Company may be licensed for use by the Company and its employees or may have been developed by the Company. The Employee agrees that such software is the Company’s property and will not be taken off the premises unless previously approved by the Employee’s supervisor and then only for the purpose of completing work while away from the Company’s offices. The Employee agrees not to make unauthorized copies of software licensed to the Company and to use software developed or owned by the Company only in the course of his or her duties. In addition, the Employee acknowledges that the loading or using of software not owned by or licensed to the Company and the intentional introduction of computer viruses and like programs in computers owned or operated by the Company is not permitted.

General. The Employee agrees to reimburse the Company for all reasonable attorney’s fees and costs incurred by the Company in connection with any dispute involving the enforcement of this Agreement in which the Company obtains injunctive relief or is otherwise the prevailing party. The Employee recognizes that the Company would be irreparably damaged by violation of this Agreement. Therefore, the Company shall have the right to seek injunctive relief to address any violation or threatened violation of this Agreement, without the posting of any bond or other security. None of the rights or responsibilities of the Employee under this Agreement may be assigned by the Employee without the prior written consent of the Company. Upon termination of employment for any reason, the Employee agrees to be available for an exit interview with the Company and to answer questions about the Employee's past and intended future compliance with this Agreement. Except for a claim for injunctive relief by the Company, the Company and the employee agree that any dispute arising under this Agreement relating to the employment of the Employee or relating to any termination of the Employee’s employment shall be resolved by binding arbitration in Scottsdale, Arizona, Saint Paul, Minnesota or Milwaukee, Wisconsin under the applicable rules of the American Arbitration Association. This Agreement may be modified or amended only by a written instrument executed by the Company and by the Employee.

Accepted and Agreed:

Employee Signature

Print Name

Company Representative

Date