

**NON-DISCLOSURE, NON-SOLICITATION AND COVENANT NOT TO COMPETE  
AGREEMENT**

**THIS NON-DISCLOSURE, NON-SOLICITATION AND COVENANT NOT TO COMPETE AGREEMENT** (“*Agreement*”) is entered into on the \_\_\_\_\_ day of October, 2010, by and between **AGS LLC** a Delaware Corporation (“*Company*”), and Curt Mayer (“*Employee*”).

Employee and Company have entered into a separate employment agreement of the same date and that agreement contains language in certain paragraphs that may be different than that contained in this document. In the event of any controversy in interpretation of either agreement, the language in the employment agreement shall supersede any language in this agreement.

In consideration of the Company employing Employee and the compensation to be paid to Employee during the course of his/her employment, Employee hereby agrees as follows:

1. Effective Date-Affiliates.

(a) This *Agreement* shall be effective as of the first day of employment with the *Company*.

(b) All references to *Affiliates* shall include American Gaming Systems, AGS Partners LLC , AGS Capital, LLC, AGS Holdings, LLC, GTNA Solutions, Corporation or any other entity acquired or organized by the Company during the course of the *Employee's* employment with the *Company*.

2. Non-Disclosure, Non-Solicitation and Covenant Not to Compete.

(a) *Non-Disclosure.* Employee understands and acknowledges that *Confidential Information* (as defined herein), constitutes a valuable asset of *Company* and its *Affiliates*, and may not be converted to Employee's own use. During the course of employment and thereafter, *Employee* shall hold in a fiduciary capacity for the benefit of *Company* all secret or confidential information, knowledge or data relating to *Company* or its *Affiliates*, and their respective businesses, that shall not be public knowledge (other than information which becomes public as a result of acts of *Employee* or his representatives in violation of this *Agreement*), including, without limitation, its products, programs, projects, promotions, marketing, business plans or practices, business operations, employees, research and development, intellectual property, customer/client information, matters subject to litigation, and technology or financial information of *Company* or its *Affiliates* (collectively referred to as “*Confidential Information*”), without the prior written consent of *Company*. In the event *Employee* is required by law or court order to disclose any *Confidential Information*, *Employee* shall promptly notify *Company* of such requirement and provide *Company* with a copy of any court order or of any law that requires such disclosure and, if *Company* so elects, to the extent permitted by law, provide *Company* an adequate opportunity, at its own expense, to contest such law or court order, prior to any such required disclosure by *Employee*.

(b) Non-Solicitation.

(1) *Employees.* During the course of employment and for a two (2) year period thereafter, *Employee* shall not, for himself or any third party, alone or as a member of a partnership or limited liability company, or as an officer, director, shareholder or otherwise, directly or indirectly, solicit or contact any employee of *Company* or any *Affiliate* of *Company*, with a view to inducing or encouraging such employee to leave the employ of *Company* or its *Affiliates*, for the purpose of being employed at a company employing *Employee*, a employer affiliated with *Company* or any competitor of *Company* or any affiliate thereof.

(2) *Client and Customers.* *Employee* agrees that for a period of one (1) year after the termination of employment with the *Company* for any reason whatsoever, *Employee* shall not, on behalf of *Employee* or on behalf of any other individual, association or entity, call on any of the clients or customers of the *Company* or any affiliate of the *Company* for the purpose of soliciting or inducing any of such customers to acquire (or providing to any of such customers) any product or service provided by the *Company* or an affiliate of the *Company*, nor will *Employee* in any way, directly or indirectly, as agent or otherwise, in any other manner solicit, influence or encourage such customers to take away or to divert or direct their business to *Employee* or any other person or entity by or with which *Employee* is employed, associated, affiliated or otherwise related.

(c) *Covenant Not to Compete.* As a material inducement for *Company* to enter into this *Agreement*, during the course of employment and during a one (1) year period thereafter, *Employee* shall not directly or indirectly, engage or participate in any way in nor accept any such position or affiliation with, nor render any such services on behalf of, any *Competing Business*, notwithstanding the job title given to *Employee* by any *Competing Business*. For purposes of this *Agreement* a *Competing Business* shall mean any person or business engaged in the manufacturing and/or distribution of Class II and/or Class III electronic gaming devices and/or casino back office systems. If you are terminated without "Cause" as defined in your offer letter the Covenant Not to Compete portion of this *Agreement* shall terminate after six (6) months unless the *Company* continues to pay your base salary (per the normal *Company* payroll cycle) for six (6) months past the date of termination in exchange for an additional six (6) month extension of the Covenant Not to Compete.

(d) *Acknowledgement.* The parties acknowledge that *Company* would not have entered into this *Agreement* in the absence of the preceding reasonable restrictions in this Section 2, and *Employee* confirms that these restrictions do not and will not unduly impair his ability to make a living after the termination of his/her employment with *Company*, the purpose of which is to protect the goodwill and other legitimate business interests of *Company*. *Employee* acknowledges that the provisions of this Section 2 are reasonable and necessary for the

protection of *Company* and that *Company* will be irrevocably damaged if such provisions are not specifically enforced. Accordingly, *Employee* agrees that, in addition to any other relief to which *Company* may be entitled in the form of actual or punitive damages, *Company* shall be entitled to seek and obtain injunctive relief from a court of competent jurisdiction (without posting a bond therefore) for the purpose of restraining *Employee* from any actual or threatened breach of such provisions. The provisions of this Section 2 shall survive the term of employment.

3. Prior Commitments. *Employee* has no other agreements, relationships, or commitments to any other person or entity that conflict with *Employee's* obligations to the *Company* under this *Agreement*.

4. Proprietary Information or Trade Secrets of Others. *Employee* will not disclose to the *Company* or its *Affiliates*, or use, or induce the *Company* to use, any proprietary information or trade secrets of others. *Employee* represents and warrants that he/she has returned all property and *Confidential Information* belonging to all prior employers.

5. Delivery of Documents and Data Upon Termination. In the event of termination of *Employee's* employment with the *Company* for any reason whatsoever, *Employee* agrees, promptly and without request, to deliver to and inform the *Company* of all documents and data pertaining to his/her employment, and the *Confidential Information* of the *Company*, whether prepared by *Employee* or otherwise coming into his/her possession or control. *Employee* will not retain any written or other tangible material, or copies thereof, containing any information concerning or disclosing any of the *Confidential Information* of the *Company*. *Employee* recognizes that such unauthorized taking of the *Company's* trade secrets can result in criminal penalties and civil liability under the Uniform Trade Secrets Act; and that willful misappropriation may result in fines and an award against *Employee* for damages as well as the *Company's* attorneys' fees in collecting such damages, which shall be in addition to, and shall not supersede, the *Company's* available remedies pursuant to state and federal law.

6. Equitable Remedies. *Employee* recognizes and agrees that the violation, breach or threatened violation or breach of any term, provision, or condition of this *Agreement* may cause irreparable damage to the *Company* which is difficult to calculate, and that the award of any sum or damages may not be adequate relief to the *Company*. *Employee* therefore agrees that, in addition to all of the remedies available in the event of any actual or threatened violation or breach of this *Agreement*, the *Company* shall have the right to injunctive and other equitable relief. However, no specification in this *Agreement* of a specific legal or equitable remedy shall be construed as a waiver of or prohibition against the pursuit of other legal or equitable remedies in the event of the actual or threatened violation or breach of a provision of this *Agreement*.

7. Cumulative Remedies. Each and all of the several rights and remedies provided for in this *Agreement* shall be cumulative. No one right or remedy shall be exclusive of the others, or of any right or remedy allowed in law or in equity. No waiver or indulgence by the *Company* of any failure by *Employee* to keep or perform any promise or condition of this

*Agreement* shall be a waiver of any preceding or succeeding breach of the same, or any other promise or condition. No waiver by the *Company* of any right shall be construed as a waiver of any other right. The *Company* shall not be required to give notice to enforce strict adherence to all terms of this *Agreement*.

8. Attorneys' Fees. If any action is necessary to enforce this *Agreement*, the prevailing party shall be entitled to recover its attorneys' fees, costs, and expenses.

9. Material Condition of Employment. *Employee* acknowledges and agrees that the protections set forth in this *Agreement* are a material condition to his/her employment with and compensation by the *Company*.

10. Amendment and Binding Effect. This *Agreement* may not be amended except by an instrument in writing signed by both parties. This *Agreement* shall be binding on the heirs, executors, administrators, and other legal representatives and assigns of *Employee*, and is for the benefit of the *Company* and its successors and assigns.

11. Governing Law. The laws of the State of Nevada (without giving effect to choice of law or conflict of law principles) shall govern the validity, construction, performance and effect of this *Agreement*, except to the extent governed by federal law, irrespective of the fact that one or more of the parties now is, or may become, a resident or citizen of a different state or country. The parties hereby expressly submit to the personal jurisdiction of the court or arbitral forum located in Clark County, State of Nevada, and waive any objection or defense based on personal jurisdiction or venue that might otherwise be asserted to proceeding in such forum(s).

12. Entire Understanding. This *Agreement* expresses the entire understanding of the parties about the described subject matter.

13. Severability. If a court of competent jurisdiction holds any provision of this *Agreement* to be illegal, unenforceable, or invalid, in whole or in part, for any reason whatsoever, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

14. Employment at Will. Employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of the *Company* or the *Employee*. Nothing contained in this Confidentiality *Agreement* shall limit or otherwise alter the foregoing.

15. Headings. The headings in this *Agreement* are inserted for convenience only and are in no way intended to describe, define or limit the scope, intent or interpretation of this *Agreement*.

**AGS LLC**

By: /s/ Robert Miodunski

***“Company”***

/s/ Curt Mayer

(Signature of *Employee*)

Curt Mayer

***“Employee”***