

PERSONAL AND BUSINESS CONFIDENTIALITY AGREEMENT

THIS PERSONAL AND BUSINESS CONFIDENTIALITY AGREEMENT (the "Agreement") made this _____ day of November, 2017 (the "Effective Date") is entered into by and between _____ and Virgin Group Limited, a Company registered in England with Company Number 02857673 (collectively, the "Parties" and each individually a "Party") for the purpose of preventing the unauthorized disclosure of Confidential Personal and Business Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential personal and business information ("Confidential Personal and Business Information").

The Parties are exploring the possibility of engaging in one or more mutually beneficial relationships (collectively, the "Relationship"). The Parties recognize in the course of their Relationship, it will be necessary for each Party to disclose to the other party certain Confidential Information to the respective organisation (as defined below). Each Party desires to set forth the terms that apply to such Confidential Information.

NOW, THEREFORE, for and in consideration of the foregoing, of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Discloser intends to disclose the confidential information to the Recipient upon entering into a business investment relationship for all Intents and Purposes.
2. The Recipient undertakes not to use the Confidential Information for any purpose except the Purpose, without first obtaining the written agreement of the Discloser.
3. The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party with the exception of employees who need to know the same for the Purpose, who know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clause 2 above and this clause 3.
4. The undertakings in clauses 2 and 3 above apply to all of the information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to:
 - a) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
 - b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser.
5. Definition of Confidential Personal Information. For purposes of this "Confidential Personal Information Agreement" shall include all personal information; including knowledge of

personal business operations, knowledge of personal financial investments, balances of any mutual business checking accounts, and knowledge of personal assets. Any oral, written, digital, or visual disclosure of Proprietary Information shall be identified as such by the disclosing Party at the time of disclosure, marked as "Confidential" or with an equivalent legend.

6. Definition of Confidential Business Information. For purposes of this "Confidential Business Information Agreement" shall include all business information; knowledge of business financials, knowledge of business investments, specifications, drawings, sketches, models, samples, computer software, reports, data, techniques, designs, codes, documentation, and other technical information (hereinafter, "Proprietary Information"). All disclosures of such Proprietary Information will be treated as made in confidence if marked as "Proprietary" or with an equivalent legend by the disclosing Party at the time of disclosure. Any oral or visual disclosure of Proprietary Information shall be identified as such by the disclosing Party at the time of disclosure, marked as "Confidential" or with an equivalent legend.

7. The receiving Party shall maintain Proprietary Information in confidence and shall not at any time use such Confidential Information except as required by law. The receiving Party agrees to use the same care and discretion as the receiving Party uses with respect to similar information of its own, but not less than reasonable care, to avoid unauthorized disclosure, publication, dissemination or use of Proprietary Information received hereunder. Should it become necessary for the receiving Party to disclose the disclosing Party's Proprietary Information to a third party because of a requirement of law or regulation, it shall be disclosed only to the extent required by law or regulation.

8. All Confidential Information delivered pursuant to this Agreement shall be and remain the property of the disclosing Party, and any documents containing or reflecting the Confidential Information, and all copies thereof, shall be promptly returned to the disclosing Party upon written request or destroyed at the disclosing Party's option. The obligations of the Parties under this Agreement shall continue and survive the completion or abandonment of the Business Relationship and shall remain binding for a period of (10) years from the Effective Date.

9. As a violation by either Party of this Agreement could cause irreparable injury to the other Party and as there is no adequate remedy at law for such violation, the non-breaching Party may, in addition to any other remedies available to it at law or in equity, enjoin the breaching Party in a court of equity for violating or threatening to violate this Agreement. In the event either Party is required to enforce this Agreement through legal action, then it will be entitled to recover from the other Party all costs incurred thereby, including without limitation, reasonable attorney's fees.

10. Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

11. This Agreement is to be governed by and construed in accordance with English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or

may arise out of, or in connection with, this Agreement. Neither Party shall be deemed to waive any of its rights, powers or remedies hereunder unless such waiver is in writing and signed by said party. This Agreement is binding upon and inure to the benefit of the Parties and their successor and assigns.

12. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and is intended as the Parties' final expression and complete and exclusive statement of the terms thereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written, digital, or oral. This Agreement may be amended or modified only by an instrument in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year first above written. Both Parties acknowledge receipt of this Agreement.

Signed and Delivered as a Deed by:

Name: _____

Date: 11/02/2017

Signature: _____

Witness: _____

Name: _____

Date: 11/02/2017

Signature: _____

Witness: _____