



## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereafter referred to as the "Agreement") is entered into by and between Nitro Mobile Solutions, LLC /d/b/a Nitro Solutions (hereinafter referred to as Nitro and the "Party"), a Florida Limited Liability Company having its principal place of business at 501 East Kennedy Blvd, Suite 910, Tampa, 33602 and Richard Branson ("Virgin Group") ("Recipient"), headquartered at Virgin Management Limited, The Battleship Building, 179 Harrow Rd., London, W2 6NB, UK effective this 28 day of October, 2017, (hereafter referred to as "Effective Date". The "Parties" of this Agreement shall have the meaning of "Nitro", "Discloser" and "Recipient".

1. The Parties desire to exchange Proprietary, Confidential, and other Competitive Sensitive Information and data (hereinafter referred to as "Confidential Information"), as defined below, for the purposes of technical evaluation, planning, costing, possible business association, and marketing. The Parties further desire to protect such Confidential Information from unauthorized disclosure and use under the terms and conditions herein. The Parties consider their relation one of confidence with respect to each other and their sharing of information.
2. In this Agreement, Confidential Information means all information consistent with the purposes of Paragraph (1) that is disclosed in any tangible form and is clearly marked as proprietary or confidential at the time of disclosure, or information that is disclosed orally or visually, designated proprietary or confidential at time of disclosure, reduced to tangible form and clearly marked as Confidential Information within 30 days of the date of disclosure. Confidential Information of each Party shall be disclosed to only those authorized employees or agents of the other respective Party with a need to know to carry out the purposes set forth in Paragraph (1) of this Agreement. This information includes, but is not limited to, business information, financial information, supply and service information, marketing information, personnel information, customer information, and other data that the respective Parties generally consider confidential.
3. Each Party acknowledges and shall protect in the course of evaluating and performing the Proposed Transaction/Transaction, the other Party's Confidential Information from unauthorized disclosure to third parties and shall take all reasonable actions to prevent unauthorized use or disclosure for a period of three (3) years from disclosure. The Recipient shall not disclose Confidential Information to any third party without the prior written consent of the Discloser and shall limit its disclosure to itself (if an individual), its employees, agents, and consultants having a need to know and who are under non-disclosure obligations no less restrictive than those in this Agreement. The Recipient shall cooperate with the Discloser in fully enforcing any such obligations. Recipient shall protect the disclosed Confidential Information by using the same degree of care, but not less than a reasonable degree of care, as Recipient uses to protect from unauthorized disclosure its own proprietary or confidential information of a like nature. The Recipient may make the minimum number of copies of the Confidential Information as reasonably necessary to effectuate the intent of entering into this Agreement, provided each copy is considered Confidential Information and all proprietary legends or markings on the original are retained on the copies. Each party agrees not to reverse engineer, disassemble or decompile any Confidential Information furnished to the other party hereunder without the written consent of the Disclosing Party.
4. The obligations with respect to Confidential Information as set forth in this Agreement are not applicable to any information which (a) is in the receiving Party's possession, or known to it, prior to disclosure, (b) is or becomes public knowledge or available on an unrestricted basis to third parties without breach of this



## NON-DISCLOSURE AGREEMENT

- Agreement, (c) is or becomes furnished to the U.S. Government with "unlimited" rights, or (d) is compelled by judicial proceedings after either Party diligently attempts to avoid such disclosure and reasonably attempts to ensure that such disclosure will receive confidential treatment.
5. In consideration of the disclosure of Confidential Information, each Party agrees that the other party's Confidential Information shall be kept strictly confidential and shall not be disclosed to anyone in any manner whatsoever, except as otherwise set forth in this Agreement.
  6. All Confidential Information shall remain the property of the originating Party. Each Party warrants that it has the right to make disclosures under this Agreement. Neither this Agreement nor the disclosure of Confidential Information hereunder shall be construed as granting any right or license, express or implied, under any patent, invention, trade secret, copyright, or other intellectual property right now or hereafter owned or controlled by either Party.
  7. All Confidential Information is considered confidential by the Disclosing Party and the exclusive proprietary property of the Disclosing Party. All Confidential Information, unless specified in writing, shall remain the property of the Disclosing party and shall be used by the Receiving party only for the purpose of evaluating the Proposed Transaction.
  8. Either Party upon thirty (30) days written notice to the other Party may terminate this Agreement. Termination of this Agreement for any reason shall not relieve either Party of its obligation to protect the other Party's Confidential Information from unauthorized disclosure for the period specified in Paragraph (3) herein. This Agreement shall automatically terminate three (3) years after its Effective Date. However, in the event this Agreement is incorporated into a subsequent business agreement or contract between the Parties, the term of this Agreement shall automatically be extended for the duration of any such business agreement or contract. Upon termination, each Party shall immediately cease use of the other Party's Confidential Information and shall immediately destroy all copies of such Confidential Information and, at the request of the Discloser, furnish the other Party written certification of destruction or return such Confidential Information to the Discloser within three (3) working days. Notwithstanding the foregoing the Receiving Party may retain one (1) copy of the Confidential Information solely for archival or dispute resolution purposes.
  9. Each Party agrees that should a third party demand pursuant to subpoena, summons, search warrant, court or governmental order that a Receiving Party, its affiliates, or any of their officers, employees, agents, representatives, consultants, contractors, or subcontractors disclose Confidential Information of a Disclosing Party, the Receiving Party shall, except as prohibited by law, notify the Disclosing Party promptly upon receipt of the demand and prior to disclosure of Confidential Information. If such notice is provided and not objected to in writing within ten (10) business days by the Disclosing party, the Receiving party may disclose Confidential Information as necessary to satisfy such a demand without violating this Agreement. If the Disclosing Party objects to the release of the Confidential Information, the Receiving Party shall permit counsel chosen by the Disclosing Party to represent the Receiving Party in order to resist release of the Confidential Information.
  10. Each Party understands that any violation of this Agreement will cause the other Party immediate and irreparable harm, which monetary damages cannot adequately remedy. Therefore, upon any actual or impending violation of this Agreement, either Party may, without further consent being required, apply for the issuance of any restraining order, preliminary and/or permanent injunction, without bond, restraining or enjoining such violation of this Agreement by any entity or person, whether a party hereto or not. It is

understood that such orders are in addition to and do not limit the availability of any other remedy. Each party agrees to indemnify, defend and hold the other Disclosing Party harmless from and against any and all liability, actions, claims, demands, liens, losses, damages, judgments, and expenses, including reasonable attorney's fees, that may arise from the unauthorized disclosure of Confidential Information by the other Party or its consultants, contractors, or subcontractors.

11. Except as permitted by this Agreement, neither of the Parties shall directly nor indirectly make any public or private announcement or disclosure to any third party, except as provided herein, of the fact, content, nature or substance of their discussions concerning the Proposed Transaction/Transaction without the prior written consent of the other Party., except with respect to Federal or State securities laws.
12. Each Party shall bear all costs and expenses incurred by it under or in conjunction with this Agreement; however, the prevailing Party in an injunctive action under Paragraph (7) herein may be entitled to recover its reasonable attorneys' fees. Nothing in this Agreement shall be construed as an obligation by either Party to enter into a contract, subcontract or other business relationship with the other Party.
13. This Agreement is binding on the Parties and their successors and assigns, and its provisions may only be waived or amended in a written document signed by each Party.
14. This Agreement may not be assigned or otherwise transferred by either Party in whole or in part without the prior written consent of the other Party provided that such consent shall not be unreasonably withheld, or necessary for assignment to a parent, wholly-owned subsidiary or legal successor of a Party.
15. This Agreement contains the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the exchange of Confidential Information for the purposes identified in Paragraph (1) herein. All previous oral or written communications, representations, or agreements are superseded by this Agreement.
16. Each Party agrees that, for a period of eighteen (18) months from the date of this Agreement, without the prior written consent of the other Party, it will not (a) solicit (other than by general advertising ) to hire or hire (or cause or seek to cause to leave the employment): (i) any executive employed by the other party, or (ii) any other employee of the other Party who was involved in or with whom contact was made as a result of the Proposed Transaction: provided that nothing herein shall prohibit either Party from hiring any such person who initiates, directly or indirectly, discussions regarding potential employment with such Party.
17. The Receiving Party represents and warrants that no technical data furnished to it by the Disclosing Party shall be disclosed to any foreign national, nation, firm, or country, including foreign nationals employed by or associated with the Receiving Party, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR), including the requirement for obtaining any export license if applicable. The Receiving Party shall first obtain the written consent of the Disclosing Party prior to submitting any request for authority to export any such technical data. The Receiving Party shall indemnify and hold the Disclosing Party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the Receiving Party to comply with this clause or the ITAR and EAR.
18. Each section of this Agreement is severable. If any provision is found to be unenforceable by a court of competent jurisdiction, all other provisions shall remain in full force and effect.




**NON-DISCLOSURE AGREEMENT**


- 19. The Agreement is made under and will be governed by and construed in accordance with the substantive laws of the State of Florida (except that any law that would cause the application of the substantive or procedural law of any other state shall not apply). Parties hereby submit to the jurisdiction of the federal and state courts in Hillsborough County, Florida.
- 20. The waiver of any breach of this Agreement by either Party shall not constitute a continuing waiver by such Party or a waiver by such Party of any subsequent breach of either the same or any other provision of this Agreement.
- 21. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Nitro Mobile Solutions, LLC**

**Recipient**

By:   
Name: Pete Slade  
Title: \_\_\_\_\_  
Date: 10/31/2017

By:   
Name: Richard Branson  
Title: \_\_\_\_\_  
Date: 10/28/2017