

Agreement, without the necessity of proving actual damages or posting bonds, in addition to any other relief as may be granted by a court of competent jurisdiction. If any legal action is brought to enforce any obligations hereunder, the prevailing party shall be entitled to receive reasonable attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

11. Relationship between the Parties: This Agreement does not create any agency, partnership, employment or joint venture relationship between the Parties.

12. Entire Agreement: This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and cancels and supersedes any prior discussions, correspondence, understandings, agreements, or communication of any nature relating to the subject matter of this Agreement. Any waiver, modification, amendment, supplement or other change to this Agreement must be in writing and signed by both Parties.

13. Assignment: This Agreement may not be assigned by Recipient without Discloser's express prior written authorization. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties, and their permitted successors and assigns.

14. Return of Confidential Information: Upon expiration or termination of this Agreement, at the Discloser's request, the Recipient shall promptly (a) return or destroy all Confidential Information received from the Discloser (including, without limitation, any summaries of orally disclosed information and all copies thereof in its possession or control), and all materials which incorporate or are based on Confidential Information prepared by Recipient, and (b) certify through an officer of the Recipient to Disclosing Party that all Confidential Information have been returned or destroyed. Failure of the Discloser to make such request of Recipient shall not entitle Recipient to make any further use of the Confidential Information or otherwise extend Recipient's right set forth herein after expiration or termination of this Agreement and Recipient specifically agrees to cease any further use of Discloser's Confidential Information.

15. Severability: If a court of competent jurisdiction declares any provision in this Agreement invalid or unenforceable, such invalidity or unenforceability shall have no effect on the remainder of the Agreement which shall remain in full force. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

16. Counterparts: This Agreement may be signed in two counterparts each of which together will be deemed to be an original and all of which together will constitute one and the same instrument.

17. Notices: Any notice under this Agreement shall be in writing and shall be effective only if it is delivered by hand or mailed, certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate party at its address set forth in this Agreement. Any such notice shall be effective only upon actual receipt by the party to be notified.

18. Governing Law: This Agreement shall be construed and governed by English law. The parties hereby submit to the personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this Agreement shall be brought solely to the London Court of International Arbitration (LCIA). Each Party hereto irrevocably waives objections on the grounds of venue, forum non-conveniens, or any similar grounds.

19. Public Information: Without Recipient's prior written consent, the Company shall not provide to Recipient or its affiliates, directors, officers, employees, consultants or agents any material non-public information about any company that has its or its affiliates' securities listed in any public exchange that would restrict Recipient's ability to trade securities.

[x]:

By: _____

Printed Name: [x]

Title: [x]

Date:

Participant: Vy Capital Management Company Limited

By: _____

Printed Name: Daniel Schwarz

Title: Chief Operating Officer

Date: