

IDEA SUBMISSION AGREEMENT

Virgin and its affiliates, including without limitation Virgin Management USA, Inc. and its divisions, subsidiaries and affiliates (collectively, “we” or “us”) understand that you have an idea, proposal, concept, project or transaction (“idea”) that you think will be of interest to us. You should realize that an idea that is new to you may be old to us, or may be in the public domain, or already in the planning or development stage by us. Thus we have found that good business practice requires a full explanation of the conditions under which we can review your idea, which are set out below.

1. NO OBLIGATIONS

We shall not be under any obligation to you with respect to your idea except as may be set forth in a subsequent written agreement between us, fully executed by us both. Neither of us shall be under any obligation to execute such an agreement. Except as may then be specifically provided in such a written agreement, we as a company and our employees are as free to proceed with respect to any business or arrangement based on ideas that are the same as or similar to those submitted by you as we were prior to the submission of your idea, and neither you nor we will be obligated to exploit any such ideas in any media.

2. LIMITED RIGHTS TO YOUR IDEA

To the extent that your idea constitutes protectable intellectual property, it is agreed that in protecting your idea you shall rely solely on your rights, if any, under the patent, trademark and copyright laws, and that consideration by us of your submission shall in no way impair our right to contest the validity of your patent, trademark or copyright.

3. NO COMPENSATION

No agreement for compensation shall be implied by consideration or review of your idea. In addition, you shall not be entitled to any finders, brokerage or similar fees from us in connection with your idea, regardless of any agreement you may have with any third party with respect thereto.

4. NOT A MINOR

I hereby represent and warrant to you that I am at least eighteen (18) years of age.

5. MISCELLANEOUS

This Idea Submission Agreement shall be construed and governed by the internal laws of the State of New York, without regards to its conflicts of laws rules. Any questions or disputes arising hereunder shall be exclusively resolved either by Federal or State courts situated in the State and County of New York and you hereby submit to the jurisdiction of such courts.

Your Acceptance of the Idea Submission Agreement

I acknowledge that no promises or representations either oral or written have been made to me by Virgin Management USA, or of its affiliates, concerning my idea. Furthermore, I hereby agree as follows:

1. I have read, approved and agreed to the above terms of this Idea Submission Agreement.
2. This email constitutes my authentication of and my “electronic signature” to the Idea Submission Agreement.
3. I have agreed to conduct this transaction by electronic means (that is, by this submission of email).