

## VICTORY, INC. CONFIDENTIALITY AGREEMENT

This will confirm that Victory, Inc. (“**Victory**”) is interested in granting temporary access to the Victory App Beta (a “**Transaction**”). In connection with the evaluation, negotiation and consummation of the Transaction (the “**Purpose**”), each party desires to ensure the protection and preservation of any confidential and/or proprietary information including, without limitation, information concerning products, and/or services, trade secrets, know-how, designs, formulae, and the like, as well as financial, customer and other business or technical information and data (including all notes, analyses, compilations, studies or other documents which contain or otherwise reflect such information) (collectively, the “**Evaluation Material**”) that may be disclosed or made available by one party (“**Disclosing Party**”) to the other party (“**Receiving Party**”).

The term “Evaluation Material” does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives (as defined below), (ii) was in the Receiving Party’s possession or available to the Receiving Party prior to its disclosure to the Receiving Party by the Disclosing Party or its Representatives, provided that such information was not furnished to the Receiving Party pursuant to a confidentiality agreement between the parties to this agreement or (ii) by a source known by the Receiving Party to be bound by a confidentiality agreement with the Disclosing Party, or otherwise prohibited from disclosing the information to the Receiving Party, (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives, provided that such source is not bound by a confidentiality agreement with the Disclosing Party or its Representatives, or (iv) the Receiving Party can establish is independently developed by the Receiving Party or its Representatives without reliance on the Evaluation Material.

The Receiving Party agrees that the Evaluation Material, whether or not disclosed prior to or after the date hereof, will be kept confidential by the Receiving Party and, except with the specific prior written consent of the Disclosing Party or as expressly otherwise permitted by the terms hereof, will not be disclosed by the Receiving Party. The Receiving Party further agrees that the Receiving Party will not use any of the Evaluation Material for any reason or purpose other than for the Purpose. Notwithstanding the foregoing, it is understood that the Receiving Party may disclose all or any portion of the Evaluation Material to those of its directors, officers, employees, principals, managers, shareholders, members, partners, agents, advisors, prospective financing sources, affiliates or representatives of its agents, advisors or prospective financing sources (all of the foregoing who receive such Evaluation Material collectively referred to as “**Representatives**”) who require such material for the Purpose (provided that such of its Representatives shall be informed by the Receiving Party of the confidential nature of the Evaluation Material). The Receiving Party shall be responsible for any acts or omissions of any of its Representatives which, if they were the acts or omissions of the Receiving Party, would be deemed a breach of the Receiving Party’s obligations hereunder.

In the event that the Receiving Party or any of its Representatives are required or requested (by oral questions, interrogatories, requests for information or documents, subpoena, investigative demand or similar process) to disclose any of the Evaluation Material, it is agreed that the Receiving Party or such Representative, as the case may be, will (if legally permissible) provide the Disclosing Party with prompt notice of such requirement(s) or request(s) so that the

Disclosing Party may seek an appropriate protective order or other appropriate remedy, at its sole cost and expense. In the event that such protective order or other remedy is not obtained, the Receiving Party or its Representatives may furnish that portion (and only that portion) of the Evaluation Material which, in the opinion of its counsel, the Receiving Party is required or requested to disclose and will exercise commercially reasonable efforts (at the expense, if any, of the Disclosing Party) to obtain reliable assurance that confidential treatment will be accorded any Evaluation Material so furnished.

No rights or licenses, express, implied or otherwise, are hereby granted to the Receiving Party by the Disclosing Party as a result of or related to this agreement (i) under any copyrights, patents or trade secrets of the Disclosing Party, and/or (ii) for any invention, discovery or improvement made, conceived, or acquired prior to or after the date of this agreement with respect to the Transaction.

Without the prior written consent of the other party hereto, neither party will disclose to any person (i) the fact that the Evaluation Material has been made available to the Receiving Party or that the Receiving Party has inspected any portion of the Evaluation Material, (ii) the fact that any discussions or negotiations are taking place concerning a possible Transaction, or (iii) any of the terms, conditions or other facts with respect to any possible Transaction, including the status thereof, unless and only to the extent that such disclosure (after making commercially reasonable efforts to avoid such disclosure) is, in the opinion of counsel, required by applicable law or any applicable administrative regulation or authority. The term "person" as used in this agreement shall be broadly interpreted to include without limitation any individual, partnership, limited liability company, corporation, joint venture, trust, business trust, association or similar entity or any governmental or regulatory authority.

Additionally, you agree not to solicit for employment any of Vigtory's employees to whom you may be introduced or with whom you otherwise had contact as a result of your consideration of the Transaction for a period of one year after the date of this agreement, provided that you shall not be restricted in any general solicitation for employees (including through the use of employment agencies) not specifically directed at any such persons, and provided further that you shall not be restricted in hiring any such person who responds to any such general solicitation.

The Receiving Party also understands that neither the Disclosing Party nor any of its Representatives have made or make any representation or warranty as to the accuracy or completeness of the Evaluation Material provided to the Receiving Party or the information contained or included therein. The Receiving Party agrees that neither the Disclosing Party nor any of its Representatives shall have any liability to the Receiving Party or any of its Representatives concerning any of the Evaluation Material or the information contained or included therein, or regarding any failure to provide any updated, additional or other information.

Unless and until a definitive agreement with respect to a Transaction has been executed and delivered by the parties to the Transaction, no contract or agreement or other legal obligations with respect to a Transaction involving the parties hereto shall be deemed to exist other than this agreement, and the parties hereto each hereby waive in advance any claims in

connection with a Transaction or contemplated by this agreement, except under the terms of any such written definitive agreement.

Within ten days after being so requested by the Disclosing Party, except to the extent the Receiving Party is advised by legal counsel that complying with such request would be prohibited by law or regulatory authority, the Receiving Party will return or, at its election, destroy all documents or other matter constituting the Disclosing Party's Evaluation Material, together with all copies thereof; provided, however, that (a) the Receiving Party and its Representatives shall not be required to destroy any computer files stored securely by them that are created pursuant to Receiving Party's or standard and automatic backup or archival procedures; and (b) the Receiving Party's external professional advisors (including its external auditors) shall be entitled to retain such Evaluation Material as they are required to retain by law or any professional standard applicable to them. In the event of such request, any such destruction shall be confirmed by the Receiving Party in writing to the Disclosing Party. Any Evaluation Material that is permitted to be retained by the Receiving Party or that cannot be returned or destroyed (such as oral Evaluation Material) shall remain confidential, subject to the terms of this agreement.

The Receiving Party hereby acknowledges that it is entering into this agreement as a condition to the Disclosing Party's delivery of the Evaluation Material to the Receiving Party. The Receiving Party further acknowledges and agrees that the Disclosing Party may be irreparably damaged in the event that any of the provisions of this agreement are breached by the Receiving Party, or any of its Representatives, and that the Disclosing Party shall, without the necessity of posting any required bond or other form of financial assurance, be entitled to pursue (i) an injunction or injunctions to prevent breaches of any of the provisions of this agreement by the Receiving Party, or any of its Representatives, and (ii) specific enforcement of the terms and provisions of this agreement in any court in the United States, or any state thereof having jurisdiction, in addition to any other remedy to which the Disclosing Party may be entitled at law or in equity.

Each party's obligations under this agreement shall remain in effect for a period of two (2) years from the date hereof, except as otherwise stated herein.

This agreement (i) contains the entire understanding and agreement of the parties hereto concerning the subject matter hereof, (ii) may be modified, amended or waived only in writing signed by all of the parties hereto, (iii) may be executed in two or more counterparts (including via facsimile, email (.pdf) or other electronic signature), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and (iv) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Each party irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Illinois and of the United States of America located in the City of Chicago in the State of Illinois for any actions, suits or proceedings arising out of or relating to this agreement and the transactions contemplated hereby (and each party irrevocably agrees not to commence any action, suit or proceeding relating thereto except in such courts).

Each party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this agreement or the transactions contemplated hereby, in the courts of the State of Illinois or the United States of America located in the City of Chicago in the State of Illinois and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

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