

EXHIBIT A

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this “Agreement”) is dated as of ___, 200___, between Virgin Mobile USA, LLC, a Delaware limited liability company (“VMU”), and _____, a licensee of Virgin Enterprises Ltd., and a ___ corporation (the “Company”).

RECITALS

- A. VMU may disclose valuable proprietary information to the Company relating to VMU’s Stash Card program (the “Stash Program”).
- B. VMU and the Company want to protect the confidentiality of, maintain their respective rights in, and prevent the unauthorized use and disclosure of such information.

VMU and the Company hereby agree as follows:

1. Confidential Information. As used in this Agreement, “Confidential Information” means all information, currently existing or subsequently created during the term of the relationship between the parties, that a party and/or any of its Affiliates owns or controls that is not generally publicly available, whether of a technical, business or other nature (including but not limited to (a) financial information, including pricing; (b) technical information, including research, development, specifications, procedures, algorithms, data, designs, and know-how; and (c) business information, including operations, objectives, management, assets, results, planning, marketing, timing, strategic partners, customers and products), that is disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) or that is otherwise learned by the Receiving Party, in either case in the course of the discussions or business dealings with the Disclosing Party that are the subject of this Agreement, and which has been identified as being confidential or which the Receiving Party knows or has reason to know by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential.

2. Use and Ownership of Confidential Information. The Receiving Party, except as expressly provided in this Agreement, will not disclose Confidential Information to anyone other than its Representatives (as defined in Section 7 below) who have a need to know without the Disclosing Party’s prior written consent. In addition, the Receiving Party will not use, or permit others to use, Confidential Information for any purpose other than its evaluation of a potential business opportunity between the parties and, if desired by the parties, negotiation and consummation of a business transaction between the parties pursuant to a definitive agreement.

The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the Disclosing Party’s Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. All Confidential Information will remain the exclusive property of the Disclosing Party, and the Receiving Party will have no rights, by license or otherwise, to use the Disclosing Party’s Confidential Information except as expressly provided herein.

3. Exceptions. The obligations of Section 2 with respect to confidentiality and use will not apply to any information which (i) at the time of disclosure was or thereafter becomes publicly

available without breach of this Agreement; (ii) was rightfully known to the Receiving Party prior to its receipt from the Disclosing Party; (iii) is rightfully received from a third party that, to the knowledge of the Receiving Party, did not acquire or disclose such information by a wrongful or tortious act; or (iv) was developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party.

4. Disclosures to Governmental Entities. If the Receiving Party becomes legally obligated to disclose Confidential Information of the Disclosing Party by law, regulation or any governmental entity with jurisdiction over it, including any court of competent jurisdiction, the Receiving Party will give the Disclosing Party prompt written notice. Such notice must include, without limitation, identification of the information to be so disclosed and a copy of the order or reference to applicable law or regulation. The Receiving Party will disclose only such information as it reasonably deems is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

5. Compliance with Export Laws. Both parties will comply with all United States export control laws and regulations as they currently exist and as they may be amended from time to time that are applicable to Confidential Information.

6. No Required Disclosure or Warranties. Nothing in this Agreement shall be construed as an obligation for either party to disclose information or evaluation materials to the other party. The Disclosing Party shall not be considered to have made or make any representation or warranty as to the accuracy or completeness of any information provided hereunder. The Receiving Party and its Affiliates will be responsible for conducting and completing its own independent investigation, evaluation and due diligence relative to engaging in a transaction with the Disclosing Party.

7. Receiving Party Representatives. The Receiving Party will restrict the possession, knowledge, development and use of Confidential Information of the Disclosing Party to its employees, directors, officers, consultants, lawyers, and entities controlled by or controlling it (collectively, "Representatives") who have a need to know Confidential Information in connection with the purposes set forth in Section 2 and who are under obligations restricting disclosure and use of such Confidential Information consistent with the requirements of this Agreement. The Receiving Party's Representatives will have access only to the Confidential Information they need for such purposes. The Receiving Party will be liable for any breach of this Agreement by its Representatives and will promptly notify the Disclosing Party of any such breach.

8. Return of Confidential Information. In the event that the parties determine not to proceed with discussions with respect to the business opportunity or upon the Disclosing Party's written request at any time, the Receiving Party will promptly return or destroy (or, in the case of electronic embodiments, permanently erase) all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) in its possession or under its control.

9. Independent Development. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing products or information internally, or receiving

information from or having products or information developed by other parties, that are similar to the Confidential Information. Accordingly, except for its express obligations under this Agreement with respect to Confidential Information of the Disclosing Party, nothing in this Agreement will be construed as restricting the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information.

10. Injunctive Relief. The Receiving Party acknowledges that disclosure or use of Disclosing Party's Confidential Information in violation of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party will be entitled, in addition to its other rights and remedies, to such injunctive or equitable relief for any violation of this Agreement as may be deemed proper by a court of competent jurisdiction.

11. Limited Relationship. This Agreement does not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent contractor and not as an agent of the other party for any purpose, and neither will have the authority to bind the other in the absence of a definitive agreement governing the prospective transaction.

12. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings with respect to such subject matter. This Agreement may be amended or modified only with the mutual written consent of the parties.

13. Term and Termination. Subject to the provisions below regarding expiration and termination, the terms of this Agreement shall remain in full force notwithstanding the completion of the parties' evaluations or the achievement or abandonment of the purpose of this Agreement, the termination of the parties' relationship, or the return of all tangible materials embodying Confidential Information. This Agreement is intended to cover Confidential Information disclosed or received by either party prior or subsequent to the date of this Agreement in the course of the discussions or business dealings that are the subject of this Agreement. Either party may terminate this Agreement by giving the other party written notice of termination at the address set forth in the signature blocks below (except that in the case of VMU, such notice shall be marked to the attention of General Counsel), and unless otherwise earlier terminated, this Agreement will automatically expire two (2) years from the date first written above; provided that each party's obligations under Sections 2, 4 and 7 (subject to the exceptions of Section 3) with respect to the other party's Confidential Information disclosed or received prior to termination or expiration will survive for two (2) additional years following the expiration or termination of this Agreement, and the provisions of Sections 5-6 and 8-16 shall survive any such expiration or termination.

14. Nonwaiver. It is understood that any failure or delay by either party to enforce such party's rights, powers or privileges hereunder, including, without limitation, the other party's strict performance of any provision of this Agreement, will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

15. Attorney Fees. In the event any court action is commenced by one party against the other with respect to this Agreement, the substantially prevailing party will be entitled to recover its out-of-pocket and court costs and reasonable attorney fees.

16. Miscellaneous. This Agreement will be governed by laws of the State of New York, may be executed in counterpart copies, and, in the absence of an original signature, faxed signatures will be considered the equivalent of an original signature. Each party hereby waives its right to a jury trial for any claims that may arise out of this Agreement. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect. Neither party may assign or transfer this Agreement or any of its duties under this Agreement without the other party's prior written consent, except that each party may assign this Agreement to an Affiliate or a successor entity in connection with a public offering of securities, but no such assignment shall relieve the assigning party of its obligations hereunder. Any assignment or attempted assignment without the required prior written consent shall be void. The terms of this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto.

The parties have executed this Agreement on the date first written above.

Virgin Mobile USA, LLC

By: _____
Name: _____
Title: _____
Date: _____
Mailing Address:
10 Independence Blvd.
Warren, New Jersey 07059

Company:

By: _____
Name: _____
Title: _____
Date: _____
Mailing Address: