



NON-DISCLOSURE AGREEMENT

BETWEEN

1. Rainmaker Solutions Limited (registered in the UK no. 07408622) whose registered office is situated at C/O Buzzacott Llp, 130 Wood Street, London, United Kingdom, EC2V 6DL, with postal address of Unit 19971, PO Box 6945, London, W1A 6US, together with its Affiliates from time to time (together "Rainmaker"); and
2. The person described in Item 1 of Appendix 1 of this Non_Disclosure Agreement for itself together with its Affiliates from time to time (together the "Company")

WHEREAS:

- A. V3 is the owner of OBX technology powering TXGB and its associated materials.
- B. Rainmaker and the Company for their mutual benefit, are to disclose to each other certain Information in order to engage in business relations or to advance the business interests of Rainmaker and the Company.
- C. Such exchange of Information may include the disclosure by either party to the other of information which is of a confidential and/or proprietary nature, and which is of value to the other.
- D. It is a condition precedent of negotiations that both parties agree to enter into this Agreement of non-disclosure.

IT IS AGREED as follows:

1. Definitions

a. For the purposes of this agreement:

Affiliates	means any company which is the relevant party's subsidiary, holding company or a subsidiary of its holding company where a company is a subsidiary of another company (its "holding company") if that other company holds a majority of the voting rights in it, is a member of it and has the right to appoint or remove a majority of its board of directors, or is a member of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it or if it is a subsidiary (as defined above) of a company which is itself a subsidiary of that other company
Disclosing Party	means the party disclosing Information including Rainmaker, the Company and V3
Information	confidential or proprietary information related to the Project which is marked or notified to the receiving party as being confidential or proprietary along with any other information which in the normal course of business would be considered to be confidential in nature. Information can take the form of but is not limited to data, electronic, computer printouts, prototypes, other business or technical information either oral or written
Project	as described under Item 2 of Appendix 1 to this Agreement

V3 Vcubed Pty Limited (ACN 074 524 879) ("V3") of 3/8 Alvan St, Subiaco Western Australia an owner of proprietary Information related to the Project

2. The parties agree to provide each other with Information relating to the Project and undertake to maintain the Information in the strictest confidence.
3. The receiving party shall restrict disclosure of the Information to its employees and officers (and those of its Affiliates) with a need to know (and advise such employees of the obligations assumed herein), shall use the Information only for the purposes of and in connection with the evaluation of the merits of the Project and shall not disclose the Information to any third party without the prior written approval of the Disclosing Party.
4. The parties agree to make a third party or person to whom Information is to be disclosed fully aware of the restrictions and obligations of this Agreement prior to the disclosure of Information.
5. The restrictions set out in Clause 3 shall not apply to any Information:
 - a. which is independently developed by the receiving party or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b. after it has become generally available to the public without breach of this Agreement by the receiving party; or
 - c. which at the time of disclosure to the receiving party was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d. which the Disclosing Party agrees in writing prior to disclosure is free of such restrictions.
6. This Agreement shall become effective when executed by both parties and the obligation to disclose Information shall continue only for that period required to evaluate the merits of the Project which shall terminate on the earlier of a party advising the other party it is terminating the negotiations (or by its actions terminating the negotiations) or the date set out in Item 4 ("Disclosing Period") of Appendix 1 of this Agreement .
7. No grant of license to a receiving party, under any trademark, patent, copyright, mask work protection right, or any other intellectual property right, is either made or implied by the conveying of Information to the receiving party. None of the Information which may be disclosed or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee, or inducement by either party to the other of any kind, and in particular, with respect to the non-infringement of trademarks, patents, copyrights or any intellectual rights or other rights of third persons.
8. Neither this Agreement nor the disclosure or receipt of Information shall constitute or imply any promise to, or intention to make any purchase of products or services by either party or its Affiliates or any commitment by either party or its Affiliates with respect to the present or future marketing of any product or service.
9. Except as provided herein to the contrary, the parties agree not to announce or disclose to any third person or party their participation in discussions concerning the Information or the Project or the nature of any such discussions without first securing the prior written approval of the other.
10. All Information shall remain the property of the Disclosing Party and the receiving party acknowledges that the Disclosing Party owns any and all intellectual property rights in the Information. Any unauthorised copying, annotations, reproduction or translation of the Information may infringe those intellectual property rights and result in liability under the

Copyright, Designs and Patents Act 1988 or in equity for breach of confidence.

11. Regardless of any other provision of this Agreement the receiving party shall return the Information within 24 hours of the Disclosing Party's request or at the end of the Disclosing Period whichever is the earlier.
12. This Agreement constitutes the entire understanding between the parties and supersedes all previous communications, representations and understandings, oral or written, between the parties with respect to the subject matter of this Agreement.
13. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorised officers or representatives.
14. Subject to the limitations set forth in this Agreement, this Agreement will endure to the benefit of and be binding upon the parties, their successors and assigns.
15. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
16. This Agreement is governed by and is to be construed according to the laws applicable in the UK. The provisions of this Agreement may not satisfy the laws of any other country.
17. This Agreement shall survive beyond the Disclosing Period and beyond the termination of negotiations between the parties and shall continue in full force and effect until such time as the Information becomes public knowledge other than by breach of this Agreement.
 - a. Any notices to be given under this Agreement shall be in writing and sent to the recipient at the address and marked for the attention of the Responsible Officer in each case set out in Appendix 1 to this Agreement and may be sent by mail, facsimile or personal delivery. If sent by mail they shall be deemed to be delivered on the second business day after posting.