NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“Agreement”) is made by and between the following parties as of TODAY’S DATE:

Fusion Tomo Incorporated (“FTI”) and Blackbread Internet Corp. (“Party”)

A. FTI has Confidential Information that includes valuable technical, business and financial information, contacts, trade secrets, and expertise relating to FTI’s technology..

B. FTI, or its agents, will be providing the Party with Confidential Information in conjunction with the parties’ discussions of a potential business relationship.

In consideration of the above premises and the mutual covenants contained in this Agreement, the parties agree as follows:

Confidential Information: As used herein, the term “Confidential Information” shall mean all information, documentation, materials, technology, intellectual property, and business and marketing plans and data belonging to FTI, or to any third party who disclosed such information to FTI in confidence, and which FTI discloses or makes available to the Party in oral, written, electronic, or other format which is identified at the time of disclosure as confidential or at any time within 30 days of disclosure, or which the Party knows, or reasonably should know, would likely be considered confidential by FTI, including but not limited to information relating or pertaining to FTI’s business, projects, products, customers, trade secrets, business and marketing plans, financial information, or unpublished know-how, whether patented or un-patented.

Term: The term of this Agreement shall be two months from the time of its execution. As to Confidential Information that constitutes intellectual property protected by law (such as patents, trade secrets, trademarks, and copyrights), this Agreement shall remain in force after its termination for as long as such intellectual property retains its protected status, and as to Confidential Information which does not enjoy protected status under law, this Agreement shall remain in force for two years from the date this Agreement is terminated.

Confidentiality: The Party agrees to hold the Confidential Information in confidence and not to use it commercially for the Party’s own benefit or the benefit of anyone else, and not to use the Confidential Information for the purpose of developing or improving the information for anyone except FTI. If the Party desires to disclose the Confidential Information to any persons who have not yet signed this Agreement, the Party shall so notify FTI in writing and FTI shall determine, in its sole and absolute discretion, whether the Party may disclose the Information to such additional persons and, if so, such additional persons shall sign a copy of this Agreement before any disclosure may be made to such persons.

Non-Applicability: The obligation of confidentiality explained above shall not apply to any information that can be conclusively shown to be, or to have been, (i) publicly or lawfully available through no fault of the Party, (ii) independently developed by the Party, (iii) made available by FTI to any third party on an unrestricted basis, or (iv) released by the Party pursuant to the binding order of a government agency or court, so long as prior to such release the Party provides FTI with the greatest notice and cooperation in protecting the Confidential Information that is reasonably possible under the circumstances.

Standard of Care: The Party shall use at least reasonable care in protecting the Confidential Information from unauthorized disclosure, loss, theft, or misappropriation and shall not disclose it to any third party or representative, with our without authorization, if such disclosure would violate U.S. law.

Business Developments: FTI expressly acknowledges and agrees that the Party may have industry experience, and that this Agreement does not and is not intended to limit the Party’s use of any developments, ideas, or discoveries made by the Party which are not related to the disclosure of the Confidential Information and FTI’s actual or intended operations. Party, however, agrees to disclose to FTI any material developments, ideas, or discoveries made by Party related to FTI’s Confidential Information (“Inventions”), and hereby agrees to assign any such Inventions to FTI, and FTI shall solely own all rights and title to such Inventions without any compensation due to Party. Party agrees to execute an assignment of rights or any other legal document necessary to evidence sole ownership of FTI to such Invention at the request of FTI.

Reciprocal Agreement: In the event FTI receives any confidential information belonging to the Party during business discussions, this Agreement shall be deemed reciprocal and FTI agrees to protect such information as the Party’s “Confidential Information” as set forth herein.

General Provisions: If any portion of this Agreement is found void or unenforceable, it shall be severed and the remainder shall continue in force. This Agreement is binding upon both Parties’ heirs, assigns, executors, administrators, or other legal representatives. Any waiver or modification of this Agreement must be in writing, signed by both parties. This Agreement represents the entire understanding between the parties as to the subject matter hereof. This Agreement is executed as of the date first hereinabove written and shall be governed by the laws of Australia and any action arising herefrom or related hereto may be brought within Australia. In the event the either party is obliged to resort to legal action to enforce its rights hereunder, the prevailing party, as determined by the trier of fact, shall be entitled to receive reasonable costs and attorneys’ fees from the other party.

Signed by: