

InMed Group Pty Ltd

Non-Disclosure Agreement

This Non-Disclosure Agreement is made on 21/04/2016.

Parties:

1. **InMed Group Pty Ltd** (ACN 612 824 745) of 45 Prime Dr, Seven Hills NSW 2147 (InMed);
2. **Potukuchi Trading Pty Ltd IOR ATF Global Financial Solutions trading as Turnkey M&A** (ACN 114 098 645) having its principal place of business at 5 / 7 Eden Park Dr, Macquarie Park NSW 2113 (Turnkey M&A).

Recitals:

- A. InMed and Turnkey M&A have entered into discussions in relation to the proposed purchase of the InMed Group business by parties introduced by Turnkey M&A
- B. During the course of discussions and the provision of services, InMed has disclosed, and will disclose, Confidential Information to Turnkey M&A.
- C. In consideration of the mutual covenants and conditions set out in this Agreement, InMed and Turnkey M&A agree as follows.

1. Definitions and Interpretation

1.1. Definitions

In this Agreement

Approved Purpose means the:

- (a) review and evaluation of information relating to the suitability of the InMed business being acquired / invested in by parties introduced by Turnkey M&A

Authorised Officer means a person appointed by a party to act as an authorised officer for the purposes of this agreement.

Commencement Date means the date of this Agreement.

Confidential Information means all information disclosed by the Discloser to the Recipient in connection with the Approved Purpose (whether disclosed before or after the Commencement Date), including the content of the negotiations between the parties, except information which:

- (a) the Discloser specifies is not confidential;
- (b) is or becomes part of the public domain (other than through breach of either this Agreement or an obligation to the Discloser or a third party); or
- (c) was already known to or independently developed by the Recipient as proven by contemporaneous documentary evidence, other than by virtue of the Discloser disclosing the information to the Recipient.

Corporations Act means the *Corporations Act 2001 (Cth)*.

Discloser means InMed, its Representatives and Related Entities.

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

Personal Information means information or an opinion about an individual whose identity is reasonably ascertainable from that information.

Recipient means Turnkey M&A, its Representatives and Related Entities.

Related Entity has the meaning given in the Corporations Act.

Representative of a party means an employee, agent, auditor, adviser, partner, consultant, joint venturer, contractor or sub-contractor of the party or of a Related Entity of that party.

1.2. Interpretation

In this Agreement headings and boldings are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise provides:

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- (a) **(variations or replacement)** a document (including this Agreement) includes any variation or replacement of it;
- (b) **(clauses)** a clause is a reference to a clause in this Agreement;
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law includes common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, reenactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.

2. **Obligation of confidence**

2.1. The Recipient must keep the details of the Approved Purpose confidential.

2.2. The Recipient agrees:

- (a) to maintain the confidential nature of the Confidential Information;
- (b) that other than with the prior written consent of the Discloser, the Recipient will not:
 - (i) use; or
 - (ii) disclose, except to its Representatives and then only to the extent that its Representatives have a need to know for the Approved Purpose,
 the Confidential Information other than for the Approved Purpose;
- (c) not use or exploit the Confidential Information for its own benefit (except as expressly permitted by this Agreement) or to the competitive disadvantage of the Discloser;
- (d) to establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure and to use the same degree of care as a prudent person would use to protect that person's confidential information including, but not limited to, when transporting any documents or materials incorporating the Confidential Information; and
- (e) to immediately notify the Discloser of any potential, suspected or actual breach of this Agreement.

2.3. Subject to compliance with Clause 2.4, this Agreement does not apply to the disclosure of any Confidential Information to the extent that the Recipient is required to disclose it under any law, order of any Government Agency or any stock exchange or in an emergency to prevent harm to any person.

2.4. Before disclosing any Confidential Information under Clause 2.3, the Recipient must use reasonable efforts to provide the Discloser with sufficient notice, assistance and cooperation to allow it to prevent or minimise the disclosure.

2.5. The Recipient will:

- (a) provide details of the obligations in this Agreement to its Representatives who have access to the Confidential Information, and shall ensure that all such Representatives comply with the provisions of this Agreement as if they were a party to it;
- (b) if requested by the Discloser, provide the Discloser with details of each Representative who has had access to any Confidential Information; and
- (c) give the Discloser all assistance it requires to take any action or bring proceedings in relation to any breach or potential breach of this Agreement.

3. **Intellectual Property Rights**

3.1. This Agreement does not grant the Recipient any licence or other right or interest in the Confidential Information, except as expressly provided in this Agreement.

4. **Privacy**

If the Confidential Information contains any Personal Information, the Recipient must:

- (a) comply with all applicable privacy laws or data protection laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information, as if it were subject to those laws;
- (b) promptly notify the Discloser of any complaint or investigation under, or relating to, any of the laws, codes or policies referred to in Clause 4(a) above; and
- (c) co-operate with the Discloser in the resolution of any such complaint or investigation.

5. **Return of Confidential Information**

5.1. When the Confidential Information is no longer required by the Recipient for the Approved Purpose, the Recipient will:

- (a) either return to the Discloser; or
- (b) at the Discloser's discretion, destroy or alter so as not to contain any Confidential Information, all documents and all other material in the possession of the Recipient or its Representatives which contain any Confidential Information.

5.2. Clause 5.1 does not apply to or require the return, deletion, alteration or destruction of:

- (a) any legal advice, internal working papers, legal opinions, legal due diligence reports, director's papers or board minutes prepared for or by the Recipient; or
- (b) any Confidential Information which is inaccessible to the Recipient due to standard off-site storage procedures provided the Recipient complies with Clause 5.3.

5.3. If any Confidential Information is the subject of Clause 5.2(b), the Recipient must:

- (a) notify the Discloser;
- (b) comply with any condition reasonably requested by the Discloser regarding the storage, use or access to that Confidential Information; and
- (c) undertake not to access or restore the Confidential Information without the prior written consent of the Discloser.

5.4. The Recipient is not released from its obligations under this Agreement as a result of complying with Clauses 5.1 or 5.2.

6. **Injunctive relief**

The Recipient acknowledges that:

- (a) damages are not a sufficient remedy for the Discloser for any breach of this Agreement; and
- (b) the Discloser is entitled to specific performance, injunctive relief and any other remedies available at law or in equity as a remedy for any breach or threatened breach by the Recipient.

7. **Notices**

(a) Any notice or other communication including, but not limited to, any request, demand, consent or approval to or by a party:

(i) must be in legible writing and in English addressed as shown below:

(A) if to InMed:

Address: 45 Prime Dr
Seven Hills
NSW 2147
Attention: Jeff Gibson

(B) if to Turnkey M&A:

Address: 5 / 7 Eden Park Dr
Macquarie Park
NSW 2113
Attention: Vijay Sharma
Facsimile:

or as specified to the sender by notice;

- (ii) where the sender is a company, must be signed by an officer of the company or under the common seal of the sender;
 - (iii) is to be regarded as having been given by the sender and received by the addressee:
 - (A) if by delivery in person, when delivered to the addressee;
 - (B) if by post (which must be by the means of international registered post only), 7 Working Days from and including the date of postage; or
 - (C) if by facsimile transmission, whether or not legibly received, when transmitted to the addressee, but if the delivery or receipt is on a day which is not a Working Day or is after 4.00pm (addressee's time) it is regarded as having been received at 9.00am on the following Working Day; and
 - (iv) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (b) A facsimile transmission is to be regarded as legible unless the addressee telephones the sender within 2 hours after the transmission is received or regarded as received under Clause 7(a)(iii) during the normal working hours of the recipient and informs the sender that it is not legible.
 - (c) In this Clause 7, a reference to an addressee includes a reference to an addressee's officers, agents or employees.

8. General

- 8.1. The parties acknowledge that Confidential Information will not be regarded as being in the public domain by reason only of the fact that some portion of it is public or that information is publicly available which, together with other information (including any information provided, or verified as accurate, by the Recipient), could be used to produce any Confidential Information.
- 8.2. A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Agreement expressly states otherwise.
- 8.3. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.
- 8.4. A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this Agreement.
- 8.5. By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.
- 8.6. The rights and remedies provided in this Agreement are in addition to other rights and remedies given by law independently of this Agreement.
- 8.7. A provision of this Agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.
- 8.8. Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.
- 8.9. This Agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.
- 8.10. The whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

9. Governing law

This Agreement is governed by the law of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New South Wales.

10. Benefit

Each party to this Agreement agrees that the undertakings given in this Agreement are given for the benefit of, and are enforceable by, each party and its respective current or future Related Entities even though those Related Entities are not a party to this Agreement.

Executed by the Parties as an Agreement:

SIGNED by)
InMed Pty Ltd (ACN 612)
 824 745) in accordance)
 with section 127 of the)
 Corporations Act in the)
 presence of:

 Director/Secretary

 Director

 Name (please print)

 Name (please
print)

SIGNED by)
Potukuchi Trading Pty)
Ltd IIOR ATF Global)
Financial Solutions)
 (ACN 114 098 645))
 in accordance with section
 127 of the Corporations
 Act in the presence of:

 Director

 Director / Secretary

 Name (please print)

 Name (please print)