

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is entered into this 24th day of February 2015 between **BioCell Technology, LLC.** and (“Company”), located at 4695 MacArthur Court, 11th Floor , Newport Beach, CA 92660 and **Sristi Bio-Sciences Private Limited** (“Recipient”), located at 4154 Golden Pond Way, Rancho Cordova, CA 95742.

PURPOSE

The purpose of this Agreement is to facilitate a disclosure of confidential and proprietary information to evaluate a business relationship which requires the disclosure of Company’s proprietary and confidential information with Recipient. In order to obtain disclosure of confidential information, Recipient hereby agrees and covenants to hold and maintain confidential information in strictest confidence and in trust for the sole and exclusive benefit of Company.

TERMS AND COVENANTS

1. The parties agree that the term “Confidential Information” shall include information related to one or more of the following: (a) internal operations, financial matters, business plans, or practices; (b) personnel, customers, potential customers, suppliers, and other vendors; (c) intellectual property, inventions, processes, methods, products, trade secrets, research and development, patent applications, and other intangible proprietary rights; or (d) specifications, formulas, data, drawings, sketches, models, samples, tools, technical information, or any other related information. Information shall not be considered Confidential Information to the extent that the information: (i) is in the public domain without breach of this Agreement; (ii) is known, and can be shown to have been known, by Recipient prior to disclosure by Company; (iii) is or was received by Recipient from a third party having legal right to transmit same; or (iv) is subject to mandatory disclosure by law, court order, or regulatory authority provided, Recipient promptly notifies Disclosing Party in writing in advance of disclosure, and discloses only to the extent required by law, court order or regulation

2. Recipient agrees not to use or disclose the Confidential Information, and any other information which Company or any of its owners, employees, representatives, advisors or agents (collectively “Disclosing Party”) furnishes or makes available to Recipient during the term of this Agreement. Recipient agrees to take any and all reasonable precautions to prevent the unauthorized use or disclosure of the Confidential Information. Recipient further agrees not to use or disclose any proposals, quotations, analyses, compilations, studies, or other documents or records prepared by Recipient for purposes of evaluation (collectively “Evaluation Material”).

3. Recipient shall never sell, license, transfer, disclose, communicate, publish, reveal or otherwise disseminate any Confidential Information or Evaluation Material without prior written consent of Company.

4. Recipient agrees that Evaluation Material and Confidential Information will not be used in any manner other than in connection with the purpose described above and that the Evaluation Material and Confidential Information will be used by Recipient solely for the benefit of Company. Recipient shall not disclose the Evaluation Material or the Confidential Information to any additional person or entity except those persons or entities (“Additional Recipient”) who have a need to know such information for the purpose described in this Agreement; it being understood that before making any necessary disclosure Recipient shall: (i) inform Additional Recipient of the confidential nature of such information, (ii) direct Additional Recipient not use or disclose the Confidential Information except for the purpose of this Agreement, and (iii) only if Additional Recipient agrees to abide by the terms and covenants of this Agreement by becoming a signatory to this Agreement. Recipient acknowledges and agrees that Recipient shall be responsible, in addition to Additional Recipient for any breach of this Agreement by Additional Recipient.

5. Recipient and Additional Recipient, hereby acknowledges and agrees that all Confidential Information is owned solely by Company and that nothing contained in this Agreement shall be construed as granting Recipient or any Additional Recipient any rights, interest or license to any Confidential Information disclosed pursuant to this Agreement.

6. If Recipient or Additional Recipient develops, either solely or jointly with others or with Disclosing Party, any improvements in the Confidential Information or any intellectual property related thereto, including without limitation any trademark, trade secret, copyright, or patent rights (collectively "Developments"), which Developments are based on or result from access to the Confidential Information or Evaluation Material, Recipient agrees to assign and does hereby assign to Company, for consideration herein acknowledged, all of Recipient's right, title, and interest in and to said Developments. Any such Developments shall be included within the definition of Confidential Information for purposes of this Agreement. Recipient and Additional Recipient each hereby appoint Company as its attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this paragraph.

7. Without the prior written consent of Company, neither Recipient nor any Additional Recipient disclose to any third party person or entity that discussions or negotiations are taking place between the parties or the terms, conditions, covenants or other facts with respect to any such relationship.

8. Company makes no express or implied warranties about the accuracy or completeness of Confidential Information or the Evaluation Materials provided under this Agreement, and disclaims all liability for any reliance thereon by Recipient or any Additional Recipient.

9. Recipient and Additional Recipient shall not, directly or indirectly, during the Term and for one (1) year after the end of the Term, on its own behalf or in the service of or on behalf of others, (i) solicit, divert or hire away, any person employed by or working for Company, whether or not such person is a full time employee, temporary employee or independent contractor of Company, and whether or not such employment or service was pursuant to written agreement; or (ii) solicit, divert or appropriate any client or customer of Company.

10. No failure by any party to insist on the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy in the event of a breach of this Agreement shall constitute a waiver of any such breach or of any other covenant, duty, agreement, or condition.

11. Recipient and each Additional Recipient acknowledges and agrees that any breach of this Agreement would cause substantial, immediate, and irreparable harm to Company, that money damages would not be an adequate remedy for any such breach, and that Company shall be entitled to obtain injunctive relief in addition to all other equitable and legal relief for any breach or threatened breach of this Agreement.

12. This Agreement shall be governed and construed in accordance with the laws of the State of California with a venue of Orange County.

13. This Agreement shall become effective as of the date first above written and shall remain in force for five (5) years ("Term"). The obligations of confidentiality and non-use shall survive the termination of this Agreement. Termination of this Agreement shall not affect Recipient's continuing rights and obligations of this Agreement. Either party may terminate this Agreement by providing sixty (60) days prior written notice to the other party. Upon termination or expiration of this Agreement, Recipient shall stop all work using the Confidential Information and the Evaluation Materials, and shall promptly return or destroy all Confidential Information and Evaluation Material (including all copies, notes or extracts thereof, without retaining any copy thereof) as directed by Company.

14. If any provision of this Agreement is held by any court of competent jurisdiction to be void or unenforceable in any respect, then this Agreement shall thereby be amended (without the need for any action by the parties hereto) so as to bring it into conformity with applicable law. If any provision is held to be invalid or unenforceable, and unable to be brought into conformity with applicable law, the remaining provisions of this Agreement shall remain in full force and effect.

15. This Agreement may not be amended, altered or modified except in writing signed by an authorized representative of each party. Neither party shall assign its rights or duties under this Agreement without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of Company and Recipient and their respective heirs, legal representatives, executors, successors and assigns.

16. This Agreement may be transmitted by facsimile machine or by electronic mail in portable document format ("pdf") and signatures appearing on faxed instrument and/or electronic mail instruments shall be treated as original signatures.

17. Each party represents and warrants that: (i) It is a corporation that is validly existing and in good standing under the laws of the jurisdiction in which it is organized; (ii) It has full corporate power to execute, deliver and perform its obligations under this Agreement; (iii) The person executing this Agreement on its behalf has its full authority to do so; and (iv) It shall indemnify, defend and hold the other party harmless from and against any and all claims that may now or hereafter be made against any of them by virtue of any breach of the provisions of this section.

18. If any action at law or in equity is brought to enforce or interpret provisions of this Agreement, Company shall be entitled to recover reasonable attorneys' fees and costs, including, but not limited to, expert witness fees.

19. All notices, requests, and demands hereunder shall be in writing and delivered by hand, facsimile transmission, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail return receipt requested postage prepaid. All notices or communications shall be deemed to have been given and received (i) in the case of personal delivery or electronic mail, on the date of such delivery, (ii) in the case of delivery by a nationally recognized overnight carrier, on the third (3) business day following dispatch, (iii) in case of facsimile transmission, upon telephone confirmation of receipt, and (iv) in the case of mailing, on the fifth (5) business day following such mailing.

20. This Agreement constitutes the sole and complete understanding of the parties and supersedes all prior discussions, statements, and agreements about the subject matter hereof. This Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute one fully executed agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Recipient:

Sristi Bio-Sciences Private Limited

By: _____

Name:

Title:

Company:

BioCell Technology, LLC

By: _____

Suhail Ishaq

President