

NON-DISCLOSURE AGREEMENT

THE NON-DISCLOSURE AGREEMENT is entered into effective Date..... by and between Biomix Network Ltd., an Indian corporation (hereinafter "Biomix"), with its principal place of business at, A2101-04, Manasarovar, Neelkanth Heights, Pokhran Rd#1, Thane (W) 400610, India &

Biomix and shall individually be referred as ‘the Party’ and collectively as ‘the Parties’

WHEREAS, BIOMIX specializes in the Nano-biotechnology field of Pharmaceutical & Diagnostic industries and has developed Patented Diagnostic and Therapeutic Products, Software for Drug Discovery & Clinical trials, Lab./Hospital on Chip & strategic management of Pharma-Biotech manufacturing facilities.

AND WHEREAS, specializes in manufacturing and marketing of various nutritional healthcare products;

AND WHEREAS, both parties are interested in evaluating the prospects of a business relationship and/ or any other similar cooperation between them;

AND WHEREAS, as part of the business discussions the Parties desire to provide each other certain technical and commercial information constituting valuable know-how and proprietary information.

IN CONSIDERATION of each of the Parties disclosing certain confidential information to the other, the Parties have agreed to treat such information in accordance with and to abide by this Agreement.

IT IS HEREBY AGREED as follows:-

- 1. Interpretation

In this Agreement:

1.1 “Disclosing Party” shall means the Party to this Agreement which discloses the Confidential Information to the other Party.

1.2 “Confidential Information shall include, but not be limited to (a) invention, formulations, processes, manufacturing processes, techniques, research and development, know-how, algorithms, programs, designs, drawings, formulas, specifications, trade secrets, tests, test data or other data, samples, screens from products, technical information about the operation and performance of products, pricing, documentation, and other material, all of which are proprietary and confidential to each party and are confidential to each party and are such party’s trade secrets and (b) financial, marketing or other business and proprietary information regarding such party that is disclosed either prior to or after the date of this Agreement by the Parties to each other, either in oral written form, or through any form of communication and shall include this Agreement as well as the intention of the Parties to explore entering into a business relationship with each other.

1.3 “Purpose” means the sole and exclusive purpose of exchanging information for

evaluating the prospects of a business relationship or any other similar future cooperation between the Parties.

1.4 "Receiving Party shall mean the Party to this Agreement which receives the Confidential Information from the other party.

2. Mutual Undertakings:

2.1 In Consideration of the Disclosing Party disclosing to the Receiving Party and permitting the Receiving Party access to Confidential Information, the Receiving Party undertakes:

2.1.1 To disclose Confidential Information only to such employees of the Receiving Party to whom disclosure is reasonably necessary for the Purpose, and otherwise to keep all Confidential Information and Materials confidential and not permit any person access there to provided that Receiving Party shall bind effectively such employees and / or such

3. Notwithstanding anything to the contrary herein, the Receiving shall have no obligation to preserve the confidentiality of any information which:

3.1 has been previously published or, is now or becomes public knowledge through no act or omission of the Receiving Party;

3.2 at the time of disclosure to the Receiving Party is already in the possession of, or known to, the receiving party;

3.3 is independently developed by the Receiving Party not in violation of this

other Parties correspondingly equal to the obligation of the Receiving Party under this Agreement.

2.1.2 Limit the number of copies made of such Confidential Information, document or material to those reasonably necessary (and reproduce the legend as to confidentiality or proprietary on each copy);

2.1.3 use such confidential information only pursuant to this Agreement and for the Purpose contemplated by this Agreement and not otherwise appropriate such confidential information to its own use or to the use of any other other person or entity;

2.1.4 Otherwise use substantially the same degree of care to maintain the confidentiality of such Confidential Information as the_receiving Party uses with respect to its own similar confidential information; and

2.1.5 not reverse compile/assemble, decrypt, reverse engineer, or create derivative works based upon, such Confidential Information.

Agreement as evidenced by pre-existing documentary records; or

3.4 is made available to the Receiving Party by any person or entity other than the Disclosing Party who is under no confidentiality obligation to the Disclosing Party; or

3.5 is required to be disclosed pursuant to applicable law, regulation or order, provided prior written notice of the same is given to the Disclosing Party.

4. Upon request, the Receiving Party: (a) will exercise reasonable efforts either to return promptly to the Disclosing Party all documents and materials (and all copies thereof) containing

any Confidential Information of the Disclosing Party entitled to protection here under, or to destroy all such items, as the Disclosing may direct, and (b) will certainly in writing to the Disclosing Party that it has compiled with the directions of the Disclosing Party.

5. No license under and / or other interest in, any Confidential Information of the Disclosing Party and no right to receive any disclosure of any Confidential Information of the Disclosing Party is granted by this Agreement Furthermore, both Parties acknowledge and agree that the disclosure of Confidential Information under this Agreement shall not commit or bind either party to any present or future contractual relationship with the other, nor shall the disclosure of information be construed as an inducement to act or not to act in a given manner. Neither Party has an obligation under this Agreement to purchase any goods, services, or intangibles from the other party.

6. The Receiving Party recognizes that the Disclosing Party may be irreparably harmed by violation of this Agreement and shall, in addition to other available remedies, be entitled to an injunction or other decree of specific performance with respect to any violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual monetary damages.

7. The Receiving Parties obligation to maintain confidentiality of the Disclosing Party's Confidential Information shall survive the termination of this agreement.

8. Neither any information regarding these discussion shall be publicly disclosed without the prior written consent of the other Party.

9. This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of the courts in Mumbai.

10. In the event that any provision of this Agreement shall be determined illegal or otherwise unenforceable, such provision shall be severed and the balance of this Agreement shall continue in full force and effect.

11. This Agreement constitutes the entire understanding between the Parties with respect to its subject matter, superseding any prior oral written agreement or understanding relating hereto.

12. This Agreement cannot be amended, changed or terminated except by a written instrument executed each Party.

13. Neither Party shall assign any or all of its right or obligations under this Agreement.

14. All notices, authorizations, etc, relevant to this Agreement will be personally served or sent by registered mail, postage pre-paid, to the respective parties at the following addresses:

If to BIOMIX:

Dr.Pawan Saharan,CEO & Chairman,

Biomix Network Ltd.

A2101-04,

Manasarovar, Neelkanth Hgths, Pokhran Rd#1,

Thane (W) 400610,

India Notices to

shall to;

(Company's Chairman)

(Company full address)

15. This Agreement shall be executed in two counterparts, each of which shall constitute an original, and both of which together shall constitute one and the same instrument.

16. This Agreement shall benefit and be binding upon the Parties hereto and their respective successors and assigns.

17. The failure of either Party to enforce any rights granted under this agreement or to take action against the other Party in the event of breach shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the events of future breaches.

Signed and Delivered on behalf of **Biomix Network Ltd.**

By: _____

Name: _____

Title: _____

Duly Authorized

Date: _____

By: _____

Name: _____

Title: _____

Duly Authorized

Date: _____

Signed and Delivered on behalf of

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