

3/12/2015-4

Mumbai International Airport Pvt Ltd

No. MIAL/DO/REC/123

17.08.2009

Dr. Pawan Sharan
Chairman & CEO
Biomix Network Ltd.
Millennium Business Park
Unit No.303, Bldg NO.6
Sector III, MIDC, Mahape,
New Mumbai 400 709

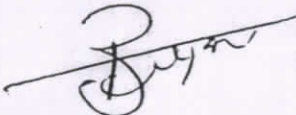
Sub: MEMORANDUM OF UNDERSTANDING

Dear Sir,

Attached please find the Memorandum of Understanding dated 17.08.2009 for your records. This is in connection with the sale of healthcare product "RECEPTOL" by BIOMIX.

Thanking you,

Yours faithfully,



(BRYAN THOMPSON)
DIRECTOR - OPERATIONS

Encl: a.a



Chhatrapati Shivaji International Airport
1st Floor, Terminal 1B, Santacruz (E), Mumbai 400 099
Tel Terminal 1A/1B: +91 22 2626 4000 • Terminal 2: +91 22 2681 3000
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Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made at Mumbai on this 17 day of August, 2009

Between

Mumbai International Airport Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its office at Chhatrapati Shivaji International Airport, Terminal 1B, First Floor, Santacruz (East), Mumbai (hereinafter referred to as "MIAL", as the context requires, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns).

And

Biomix Network Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its office at Millenium Business Park, 303/ Building 6/ Sector III, MIDC, Mahape, New Bombay- 400 079 hereinafter referred to as "BIOMIX" as the context requires, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

MIAL and BIOMIX are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, pursuant to the Operation, Management and Development Agreement dated April 4, 2006 ("OMDA") entered into between MIAL and the Airports Authority of India ("AAI"), MIAL has the exclusive right and authority *inter alia* to operate, manage and develop the Chhatrapati Shivaji International Airport, Mumbai (the "Airport") and provide aeronautical and non-aeronautical services at the Airport and to contract with third parties to undertake the functions of MIAL, which includes, but is not limited to providing infrastructure and value added service to the passengers using the Airport.

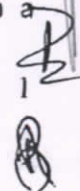
WHEREAS, BIOMIX carries on the business of manufacturing natural healthcare and pharmaceutical products.

WHEREAS, Parties are desirous to supply certain over-the-counter Healthcare Products (as hereinafter defined) to the passengers using, and other *bona fide* persons visiting the Airport (collectively, the "Customers").

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. TERM OF THE MOU

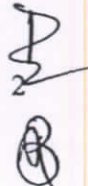
- 1.1 It is agreed between MIAL and BIOMIX that this MOU shall be valid for the period August 20, 2009 to November 30, 2009 (the "Term"). At the end of the Term, if MIAL in its sole discretion deems it necessary to continue the supply of the Healthcare Products at the Airport, this MOU shall be replaced with a



formal agreement containing mutually negotiated and agreed terms and conditions.

2. **DUTIES AND OBLIGATIONS OF BIOMIX**

- 2.1 BIOMIX shall be entitled to sell a healthcare pack containing one or all of the over-the-counter healthcare products (collectively, the "Healthcare Products") to the Customers:-
- (a) 1 (one) 96ml unit of "RECEPTOL Therapy" Immuno Modulator & Broad Spectrum Natural Anti Viral Oral Spray;
 - (b) 1 (one) surgical (minimum 3 ply) face mask; and
 - (c) 1 (one) H1N1 literature pack inserted.
- 2.2 BIOMIX shall sell the Healthcare Products through various temporary, non-permanent counters situated at Terminals 1A, 1B and 2 of the Airport, on a 24/7 basis. The number of counters as well as the locations thereof shall be mutually agreed between the Parties in writing, from time to time.
- 2.3 BIOMIX shall be solely responsible for the overall supervision and operation of the counters positioned at the Airport.
- 2.4 BIOMIX shall deploy adequately trained, suitably qualified and experienced staff/ personnel to man the counters at all times.
- 2.5 BIOMIX shall at all times, ensure that:-
- 2.5.1 There are adequate and fresh supplies of the Healthcare Products at all counters across the Airport; and
 - 2.5.2 All counters are being manned by adequate personnel at all times.
- 2.6 BIOMIX shall provide accurate and correct product information (including any usage instructions thereof) relating to the Healthcare Products to all users. BIOMIX shall be entitled to display/ distribute pamphlets, brochures, marketing materials and other information regarding the Healthcare Products and the use/ effect thereof (collectively, "Marketing Materials") at all the counters, provided however that all such Marketing Materials are provided to MIAL sufficiently in advance and approved in writing. Notwithstanding anything contained herein, BIOMIX shall put up a clear disclaimer notice at all its counters in the manner described in Schedule 1.
- 2.7 BIOMIX represents, warrants and covenants that it has, and will have, at all times during the Term, all necessary permits, licenses, consents, approvals, authorizations, etc., required to be obtained by it under applicable law, to legally sell the Healthcare Products at the Airport and shall provide copies of the same, as and when required by MIAL.
- 2.8 BIOMIX shall at all times during the Term of this MOU, obtain and maintain an appropriate amount of public risk insurance and professional indemnity coverage of a minimum of Rs. 2,00,000/- (Rupees Two Lacs only) per single claim, and ensure that MIAL is indemnified against any claims that may arise as result of the actions or inaction of BIOMIX.
- 2.9 BIOMIX shall not sell any products or provide any other services other than the sale of the Healthcare Products and the performance of related activities.



- 2.10 BIOMIX shall perform all the obligations described in Clauses 2.1 to 2.9 hereinabove at its sole cost, risk and expense.

3. RIGHTS AND OBLIGATIONS OF MIAL

- 3.1 No license, tenancy, sub-tenancy, lease or any other protected right, title, easement, whatsoever shall be deemed to have been created or sought to be created in favor of BIOMIX under this MOU and BIOMIX shall not plead any oral variation to the provisions hereof. It is hereby clarified and agreed between the Parties that MIAL shall continue to retain exclusive ownership, possession and control of the Airport premises, including but not limited to the areas where the counters are situated.
- 3.2 MIAL shall, through its terminal managers and with the mutual agreement of BIOMIX, identify and/ or specify the locations for the positioning of the counters for the sale of Healthcare Products and performance of related activities. Provided however that MIAL shall have the right, at its sole discretion, to require BIOMIX to relocate or reduce the counters to fulfill its operational and other requirements/ obligations under the OMDA.
- 3.3 MIAL shall assist BIOMIX to secure passes from BCAS (Bureau of Civil Aviation Security) for the entry of the staff/ personnel of BIOMIX into the Airport.
- 3.4 MIAL shall provide, free of cost, 1 electrical point in each terminal for the refrigeration units required by BIOMIX. 8 counters, as may be reasonably required by BIOMIX to sell the Healthcare Products and perform related activities.

4. CONSIDERATION

- 4.1 In consideration of MIAL granting BIOMIX the rights described hereunder, BIOMIX shall provide, free of cost, 1000 (one thousand) sample 125 ml units of "RECEPTOL Therapy" Immuno Modulator & Broad Spectrum Natural Anti Viral Oral Spray to the Head of Medical Services, MIAL, who shall in turn ensure that they are distributed to the officers and employees of MIAL.
- 4.2 As on the date of execution of this MOU, MIAL acknowledges and confirms that 150 (one hundred and fifty) units have already been delivered by BIOMIX to MIAL. Parties agree that the balance 850 (eight hundred and fifty) units shall delivered by BIOMIX to MIAL in batches of equal numbers, or otherwise, as mutually agreed, across the Terminal.

5. CONFIDENTIALITY

- 5.1 BIOMIX shall hold in strictest confidence any confidential information pertaining to the subject of this MOU including but not limited to the terms and condition of this MOU, information relating to the Airport and the operations of MIAL that: (a) has been provided to BIOMIX, or (b) obtained by BIOMIX, or (c) any of BIOMIX's staff/ personnel are privy to, directly or indirectly, during the Term of this MOU.
- 5.2 All staff/ personnel of BIOMIX shall be expected to sign non disclosure agreements (in a manner approved by MIAL) and provide the same to MIAL, as and when required.

6. **FORCE MAJEURE**

- 6.1 If, because of any strike, lock-out, or any event or action which is beyond the reasonable control of either Party (including but not limited to fire, flood, Act of God, escape of water, riot, sabotage, terrorism, civil commotion, curfew, emergency, labor disputes or shortage of manpower, fuel, materials, electricity or water including at the Airport or in any airline), ("Force Majeure") such Party is unable to perform its obligations under this MOU, such Party shall not be liable for any loss, costs or expenses incurred by the other Party (including without limitation, any loss of business or profit). Provided however that the affected party shall use its best efforts to mitigate the effects of such Force Majeure event and shall resume compliance with this MOU, as soon as reasonably practicable after such Force Majeure event.

7. **DISPUTE RESOLUTION & ARBITRATION**

- 7.1 Any and all disputes or claims arising out of or in relation to this MOU that remain unresolved amicably between the Parties for a period of 60 (sixty) days after the same has arisen, shall be referred to the arbitration under the Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Mumbai, Maharashtra, India. The language to be used in the arbitration proceedings shall be English. The arbitral tribunal shall comprise of 3 (three) arbitrators, 1 (one) appointed by each of the Parties and the third appointed by the 2 (two) arbitrators appointed by the Parties. Arbitral awards may be enforced by a court of competent jurisdiction.
- 7.2 This MOU shall in all respects be governed by the laws of India, without reference to its conflict-of-law provisions. Subject to the provisions of Clause 7.1 (Arbitration), the courts in Mumbai, India shall have exclusive jurisdiction.

8. **TERMINATION**

- 8.1 Either party may terminate this MOU in case of any material breach by the other party, by giving 30 (thirty) days prior notice in writing to the other. Notice will be deemed to have been served, if sent by registered post to the authorized signatory of the other Party at the address mentioned in the Recitals to this MOU.

9. **INDEMNIFICATION**

- 9.1 Either Party shall indemnify, defend and hold harmless the other Party and its directors, employees, servants, agents and representatives (collectively, the "Indemnified Parties"), from and against any and all loss, claims, demands, suits, proceedings, judgments, orders, damages, costs (including the legal costs and expenses for defending or prosecuting any legal proceedings thereof), charges, expenses of any nature whatsoever suffered or incurred (collectively, the "Liabilities"), arising from:

9.1.1 the breach or non performance of any of the terms and conditions of this MOU;

9.1.2 the non-compliance or violation of applicable laws.

- 9.2 In addition to the indemnification obligations described in Clause 9.1 above, BIOMIX shall indemnify, defend and hold harmless MIAL and its Indemnified Parties, from and against any and all Liabilities, arising from:

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9.1.1 The sale or provision of the Healthcare Products and performance of the related activities by BIOMIX and/ or the use/ consumption thereof, by:- (a) the Customers and (b) the officers and employees of MIAL at the Airport, or otherwise;

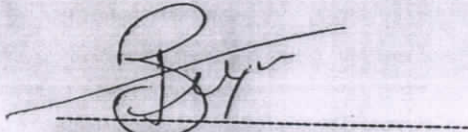
9.1.2 any loss or damage caused to the Airport premises or death or bodily injury or damage to any person or property caused by BIOMIX.

10. **OMDA COMPLIANCE**

10.1 BIOMIX acknowledges and agrees that this MOU shall be subject to the provisions of the OMDA. Without prejudice to anything contained herein, MIAL has the right to assign to AAI or any lender, the whole or part of the rights, obligations and benefits in relation to this MOU. BIOMIX represents and warrants that its shareholding details are as set forth in Schedule 2 of this MOU and BIOMIX hereby consents to the submission of such details to the AAI.

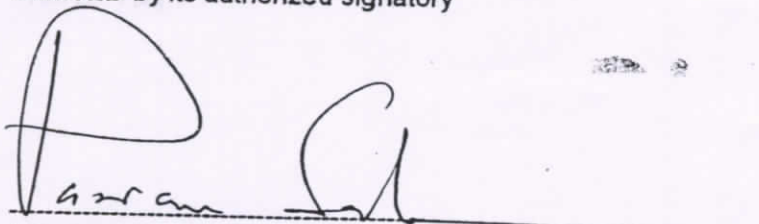
IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands to this MOU through their authorized signatories as of the date first hereinabove written.

Signed Sealed & Delivered on behalf of the within named **MUMBAI INTERNATIONAL AIRPORT PRIVATE LIMITED** by its authorized signatory



MR. BRYAN THOMPSON
DIRECTOR, OPERATIONS

Signed Sealed & Delivered on behalf of the within named **BIOMIX NETWORK LIMITED** by its authorized signatory



DR. PAWAN SAHARAN
CHAIRMAN, CEO

SCHEDULE 1

DISCLAIMER NOTICE

The following disclaimer notice shall be displayed **prominently** at all counters erected by Biomix at the Airport, in addition to, or in lieu of any other notices/ information displayed by Biomix:-

"Customers are requested to read the product information provided along with the Biomix product(s) before actual usage.

Customers are requested to note that the Mumbai International Airport Private Limited (MIAL) does not accept any loss or claim or liability nor shall be held responsible, directly or indirectly, for the safe or usage of any Biomix product(s) and any claims arising thereof shall be directly dealt by, or taken up with Biomix Network Limited."



SCHEDULE 2

SHAREHOLDING PATTERN OF BIOMIX

Name	Legal nature of entity	Shareholding details
1. Dr. Pawan Saharan Chairman & CEO 2. Shri B. V. Narayan Swami 3. Dr. C. R. Bhatia 4. Dr. S. H. Advani 5. Dr. Sandhya Saharan 6. Mr. A. G. Thakore 7. Ms. Hemangi Saharan	Closely held public limited company	85% held by Chairman & CEO and rest equally distributed amongst other share holders.



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Prevention of Swine Flue by Clinically proven-RECEPTOL®

Biomix Network Ltd., a Mumbai based Nano-biotech company, invented new generation Immuno-modulator and broad spectrum natural Anti-Viral Product: RECEPTOL® for the first time that not only treats common communicable and viral diseases but also prevents new infections like SWINE FLUE by building body's own natural immune system.

RECEPTOL® stimulates the maturation of immature immune cells and modulation of cytokine system of the human body for building body's immune system to fight against Swine Flue like new viral diseases. There are no side effects of RECEPTOL and it can be taken safely by all ages. The safety of RECEPTOL® has been demonstrated in physician-monitored safety studies in USA and India.

RECEPTOL® contains Nano-Peptides that acts as barrier for the Fusion of Viral particles with white blood cells, thus preventing the entry of virus in the body. RECEPTOL® mitigates cell fusion and thus closing doors and windows for viral entry into the body.

RECEPTOL® is available in easy to carry oral spray preparation to be self-administered 4 times daily. Each administration consists of 4 sprays directly on the buccal mucosa (inner cheek).

Biomix wishes to distribute RECEPTOL® initially at the domestic and International airports in Mumbai on low cost basis to the passengers in arrival and departure areas as it is planning for airports in New Zealand, Australia, Singapore, North and South America via Columbia in the near future.

Any one interested in getting more info on RECEPTOL® can contact the Biomix office – biomix108@yahoo.com, biomix@amuldairy.com, contact no – 02694 323990