

NON-DISCLOSURE AGREEMENT

In connection with a possible investment (the “*Investment Opportunity*”) by you (“*Investor*”) in ESA Toxicology LLC, a Texas limited liability company (the “*Company*”), Disclosing Party (as defined below) desires to furnish to Investor certain information regarding the Company and the Investment Opportunity. The Company and Investor are individually a “*Party*” and collectively the “*Parties*.” In this letter agreement (this “*Letter*”), the Parties agree as follows, effective as of the date of this Letter (the “*Effective Date*”):

1. **Definitions.**

1.1 “*Confidential Information*” means all information regarding the Investment Opportunity (whether in written, verbal, graphic, electronic, or other form and whether tangible or intangible) disclosed or otherwise made available to Investor by Disclosing Party, whether disclosed or otherwise made available to Investor before, on, or after the Effective Date, including, but not limited to, any confidential private offering memoranda, execution instructions, subscription agreement, investor questionnaire, or company agreement (including all exhibits to such documents) regarding the Investment Opportunity.

1.2 “*Disclosing Party*” means the Company and the Company’s affiliates, managers, employees, representatives, or agents.

1.3 “*Representatives*” means those advisors of Investor who need to know the Confidential Information for purposes of evaluating the Investment Opportunity and who agree in writing to act in accordance with, and be bound by, the terms and conditions of this Letter.

2. **Confidential Information.** Investor shall restrict disclosure of the Confidential Information to Representatives. Investor and Representatives (i) shall only use the Confidential Information in connection with Investor’s evaluating the Investment Opportunity, (ii) shall never copy the Confidential Information, and (iii) shall keep confidential the Confidential Information. Investor and Representatives shall treat the Confidential Information with the same degree of care as Investor and Representatives accord to Investor’s and Representatives’ own confidential information, but in no case less than reasonable care. Investor shall be responsible for the acts and omissions of or by Representatives.

3. **Transaction.** Investor shall not disclose to anyone (except Representatives) (i) the existence of this Letter, the Investment Opportunity, or the Company, (ii) the fact that (a) the Confidential Information has been, or may be, disclosed, inspected, or otherwise made available or (b) discussions or negotiations are taking place or have taken place pursuant to this Letter or concerning the Investment Opportunity or the Company, or (iii) any of the terms, conditions, or other facts with respect to this Letter, the Investment Opportunity, or the Company, including, but not limited to, the status of this Letter or the Investment Opportunity or the proposed operations of the Company.

4. **Ownership.** The Company shall continue to own all right, title, and interest in and to the Confidential Information, and nothing in this Letter shall be deemed to grant Investor any right to license, sublicense, or otherwise exploit the Confidential Information. Investor acknowledges and agrees that the Company asserts that the Confidential Information gives the Company a competitive advantage over competitors.

5. **Notification.** Investor shall promptly advise the Company if Investor learns of any unauthorized use or disclosure of the Confidential Information.

6. **Return or Destruction.** Upon the Company’s written request, Investor shall promptly return to the Company or destroy (as requested by the Company) all Confidential Information and all copies of the Confidential Information, including, but not limited to, all analyses, compilations, forecasts, studies, or other documents prepared by Investor regarding and/or referencing the Confidential Information.

7. **Disclosure by Legal Process.** If Investor is requested or required by legal process to disclose any Confidential Information, Investor shall promptly give notice of such request or requirement to the Company so that the Company may, at the Company’s own cost and expense, seek an appropriate protective order, or in the alternative, waive compliance with this Letter by Investor to the extent necessary to comply with the request or order. If a protective order is not obtained, or if a waiver is granted by the Company, Investor may disclose only so much of the Confidential Information as is required by the court order or permitted by the waiver.

8. **No Warranties.** Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information, and Disclosing Party shall not have any liability to Investor resulting from use of the Confidential

Information. The Confidential Information is provided by Disclosing Party “as is,” “where is,” and “with all faults.” Disclosing Party disclaims all warranties (express and implied) arising out of, or in connection with, the Confidential Information, including the warranties of merchantability and fitness for a particular purpose.

9. **Injunctive Relief.** The Company shall be entitled to injunctive relief, including, but not limited to, specific performance, without the requirement of posting bond or any other security, and all other rights and remedies, equitable or otherwise, provided by law if Investor violates and/or threatens to violate all or any part of this Letter.

10. **Governing Law.** This Letter shall be governed by, and construed and enforced in accordance with, the laws of the state of Texas (without regard to Texas’s conflicts of laws rules). Venue of any action relating to, or arising out of, this Letter shall lie exclusively in the courts located in Harris County, Texas.

11. **Severability.** If any provision of this Letter is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Letter shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Letter; and the remaining provisions of this Letter shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Letter. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Letter a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

12. **General.** This Letter (i) may be changed, waived, discharged, or terminated only pursuant to a written agreement between the Parties, (ii) shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and the Parties’ respective successors and permitted assigns, (iii) may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and (iv) does not create, and shall not be construed as creating, any right enforceable by any person not a Party. Investor may not assign this Letter (or delegate Investor’s rights, duties, or obligations under this Letter) without the Company’s prior, express, and written consent. The Company may assign this Letter to any party without Subscriber’s consent. Faxed and/or digitally scanned copies of manually executed signature pages to this Letter will be fully binding and enforceable without the need for delivery of the original manually executed signature page. All rights and remedies of the Company under this Letter shall be cumulative, and no such right or remedy shall exclude any other right or remedy allowed by law or equity.

Best Regards,

ESA TOXICOLOGY LLC, a Texas limited liability company

By: 

Lori Ramirez, CEO

Agreed to and accepted by Investor effective as of the Effective Date:

INVESTOR:

(Signature)

(Printed Name)

(Entity Name, if applicable)

(Title, if applicable)

(Date)