

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): September 19, 2014

Nuvilex, Inc.

(Exact name of Registrant as Specified in its Charter)

Nevada
(State or Other Jurisdiction of
Incorporation)

333-68008
(Commission File Number)

62-1772151
(IRS Employer Identification No.)

12510 Prosperity Drive, Suite 310
Silver Spring, Maryland
(Address of Principal Executive Offices)

(917) 595-2850
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 140.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-

Item 1.01 Entry into a Material Definitive Agreement.

The descriptions of the Settlement Agreement (“Settlement Agreement”) between Nuvilex, Inc. (“Company”) and Robert F. Ryan, M.S., Ph.D. (“Dr. Ryan”), dated as of September 19, 2014, and the Asset Purchase Agreement (“Asset Purchase Agreement”) between the Company and Dr. Ryan, dated as of September 19, 2014, is set forth in Item 502 below are incorporated into this Item 1.01 by this reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective as of September 19, 2014, Dr. Ryan resigned from the Board of Directors of the Company (“Board”) and from his position as the Chief Scientific Officer of the Company.

In connection with his departure, the Company entered into the Settlement Agreement pursuant to which the Company agreed to pay Dr. Ryan \$183,000 in settlement of certain loans and expenses, transfer certain assets to Dr. Ryan under the terms of the Asset Purchase Agreement and allow Dr. Ryan to retain 26,036,800 shares of the Company’s common stock (“Shares”) earned and purchased. Under the Settlement Agreement, Dr. Ryan agreed to surrender certain share certificates of the Company and of Bio Blue Bird AG, the Company’s subsidiary, resign from all of his positions with the Company, return all the Company’s property and data in his possession and release the Company from all claims of any type or description. In addition, Dr. Ryan agreed to abide by certain limitations on the transfer of his Shares. Upon the execution of the Settlement Agreement, Dr. Ryan may sell up to 1,250,000 Shares, except that he may not sell any Shares for a price that is more than \$0.02 less than the closing price of the Shares on the previous trading day. Apart from these 1,250,000 Shares, on any given day Dr. Ryan may not sell any more than 30,000 Shares plus an additional 15,000 Shares for each 1,000,000 Shares reported traded (rounded down to the nearest million) on the immediately previous trading day.

The Asset Purchase Agreement provides for the sale of listed nutraceutical assets to Dr. Ryan in exchange for his execution of the Settlement Agreement and his assumption of certain obligations.

A copy of the Settlement Agreement is filed as Exhibit 10.1 to this Report on Form 8-K and a copy of the Asset Purchase Agreement is filed as Exhibit 10.2 to this Report on Form 8-K. Both are incorporated into this Item 5.02 by this reference. The summary above does not purport to be complete and is subject to and qualified in its entirety by reference to the texts of the Separation Agreement and Asset Purchase Agreement.

On September 19, 2014, the Board appointed Kenneth L. Waggoner, the Company’s Chief Executive Officer, President and General Counsel, to serve as a director of the Company. Mr. Waggoner fills one of the vacancies created by an increase in the size of the Board from six to nine. Mr. Waggoner’s term will expire at the next annual meeting of stockholders or until his successor is elected and qualified.

There are no arrangements or understandings between Mr. Waggoner and any other person pursuant to which Mr. Waggoner was appointed as a director of the Company. Mr. Waggoner has not been named to any committee of the Board. There are no transactions between Mr. Waggoner and the Company that would require disclosure under Item 404(a) of Regulation S-K.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On September 19, 2014, the Board adopted Amendment No. One to the Bylaws of Nuvilex, Inc. (“Amendment No. One”). Amendment No. One grants the Board the power to increase or decrease the number of directors on the Board from time to time and removes a limit on the number of directors on the Board. The Amendment is filed as Exhibit 3.1 to this Report on Form 8-K and is incorporated into this Item 5.03 by this reference.

Item 5.05 Amendments to the Registrant’s Code of Ethics, or Waiver of a Provision of the Code of Ethics.

On September 19, 2014, the Board adopted a Code of Business Conduct and Ethics (“Code of Business Conduct”), amending and restating the Code of Ethics and Corporate Policy filed with the Company’s Annual Report on Form 10-K filed with the SEC on July 29, 2013. The Code of Business Conduct sets forth legal and ethical standards of conduct applicable to all directors, officers and employees of the Company. The full text of the Code of Business Conduct and Ethics is filed as Exhibit 14.1 to this Report on Form 8-K and is incorporated into this Item 5.05 by this reference.

Item 8.01 Other Events.

On September 19, 2014, the Board adopted an Audit Committee Charter, Compensation Committee Charter and Nominating Committee Charter for the committees of the Board. The Board also adopted an Insider Trading Policy and Software Policies for the Company. The full texts of the Audit Committee Charter, Compensation Committee Charter, Nominating Committee Charter, Insider Trading Policy and Software Policies are filed as Exhibits 99.1, 99.2, 99.3, 99.4 and 99.5, respectively, to this Report on Form 8-K and are incorporated into this Item 8.01 by this reference.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
Exhibit 3.1	Amendment No. One to the Bylaws of Nuvilex, Inc.
Exhibit 10.1	Settlement Agreement dated as of September 19, 2014, by and between Nuvilex, Inc. and Robert F. Ryan, M.S., Ph.D.
Exhibit 10.2	Asset Purchase Agreement dated as of September 19, 2014, by and between Nuvilex, Inc. and Robert F. Ryan, M.S., Ph.D.
Exhibit 14.1	Nuvilex, Inc. Code of Business Conduct and Ethics.
Exhibit 99.1	Nuvilex, Inc. Audit Committee Charter.
Exhibit 99.2	Nuvilex, Inc. Compensation Committee Charter.
Exhibit 99.3	Nuvilex, Inc. Nominating Committee Charter.
Exhibit 99.4	Nuvilex, Inc. Insider Trading Policy.
Exhibit 99.5	Nuvilex, Inc. Software Policies.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

September 25, 2014

Nuvilex, Inc.

By: /s/ Kenneth L. Waggoner
Name: Kenneth L. Waggoner
Title: Chief Executive Officer

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
Exhibit 3.1	Amendment No. One to the Bylaws of Nuvilex, Inc.
Exhibit 10.1	Settlement Agreement dated as of September 19, 2014, by and between Nuvilex, Inc. and Robert F. Ryan, M.S., Ph.D.
Exhibit 10.2	Asset Purchase Agreement dated as of September 19, 2014, by and between Nuvilex, Inc. and Robert F. Ryan, M.S., Ph.D.
Exhibit 14.1	Nuvilex, Inc. Code of Business Conduct and Ethics.
Exhibit 99.1	Nuvilex, Inc. Audit Committee Charter.
Exhibit 99.2	Nuvilex, Inc. Compensation Committee Charter.
Exhibit 99.3	Nuvilex, Inc. Nominating Committee Charter.
Exhibit 99.4	Nuvilex, Inc. Insider Trading Policy.
Exhibit 99.5	Nuvilex, Inc. Software Policies.

**Amendment No. One to the Bylaws
of Nuvilex, Inc. (a Nevada Corporation)**

These amendments to the bylaws ("Bylaws") of Nuvilex, Inc. ("Company") are subject to and governed by Chapter 78 of Nevada Revised Statutes and any successor statute, as it may be amended from time to time, and the Articles of Incorporation of the Company.

1. Section 3.02 is hereby amended and restated to read in its entirety as follows:

3.02 **Number; Qualification; Election; Term.** The Board of Directors shall consist of not less than one member. A Director need not be a Shareholder or resident of any particular state or country. The Directors shall be elected at any special or annual meeting of the Board of Directors, except as provided in Bylaw 3.03 and 3.05. Each Director elected shall hold office until his successor is elected and qualified. Each person elected as a Director shall be deemed to have qualified unless he states his refusal to serve shortly after being notified of his election.

2. Section 3.03 is hereby amended and restated to read in its entirety as follows:

3.03 **Change in Number.** The number of Directors may be increased or decreased from time to time by the affirmative vote of a majority of the Board of Directors. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by the Board of Directors for a term of office continuing only until the next election of one or more Directors; provided that the Board of Directors may not fill more than five such directorships during the period between any two successive annual meetings or special meetings of the Board of Directors.

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is made and entered into as of the 19th day of September 2014 ("Effective Date") by and between Nuvilex, Inc. ("Nuvilex") and Robert F. Ryan, M.S., Ph.D. ("Ryan"). Nuvilex and Ryan are collectively referred to in this Settlement Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

A. Nuvilex is a clinical stage biotechnology company focused on developing and marketing scientifically derived treatments for cancer and diabetes;

B. Ryan has provided services to Nuvilex as an employee in various capacities since January 2011;

C. Ryan represents and maintains that, during the time Ryan was employed by Nuvilex, Ryan and Nuvilex entered into an 8% Secured Convertible Debenture dated as of January 20, 2012 ("Debenture") and a Term Loan Agreement dated as of April 30, 2012 ("Loan Agreement") pursuant to which Ryan loaned monies to Nuvilex ("Ryan Loan");

D. Ryan represents and maintains that the terms and conditions of his employment with Nuvilex are set forth in: (i) a January 31, 2011 Memorandum of Understanding ("MOU") between Ryan and Nuvilex; (ii) a January 31, 2012 Employment Agreement ("Employment Agreement") between Ryan and Nuvilex; and (iii) a Resolution by Unanimous Written Consent of Directors of Nuvilex, Inc. dated May 1, 2013 ("BOD Consent"). Ryan represents and maintains that, pursuant to the MOU, Employment Agreement and BOD Consent, he was authorized by Nuvilex to issue and issued to himself and currently holds certain shares ("Ryan Shares") of Nuvilex's common stock ("Shares") as compensation for the services he provided to Nuvilex as its Chief Executive Officer, President and Chief Financial Officer;

E. During February 2014, a dispute arose between Nuvilex and Ryan relating to: (i) the validity, authenticity and approval of the MOU and the Employment Agreement; (ii) the circumstances surrounding the issuance of Shares to Ryan as compensation; and (iii) Ryan's entitlement to the compensation previously paid and described in agreements between Nuvilex and Ryan. Nuvilex is currently investigating the facts relating to these issues;

F. The Parties entered into a Lock-Up Agreement dated as of October 24, 2013 ("Lock-Up Agreement") pursuant to which Ryan is prohibited from any disposition (as defined in the Lock-Up Agreement) of Shares beneficially owned by Ryan until April 30, 2016;

G. In reliance on the representations set forth immediately above and in Section 4(a) of this Settlement Agreement, and in order to avoid the costs and uncertainties of litigation arising out of or related to the issues identified therein, the Parties have elected to compromise and settle any dispute, controversy or claim that exists or may exist relating to the Ryan Loan and to the compensation Ryan is to receive for his services to Nuvilex as an employee in accordance with the terms and conditions set forth in this Settlement Agreement.

AGREEMENT

In consideration of the mutual promises and covenants set forth in this Settlement Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Settlement Consideration

(a) Nuvilex will pay Ryan the sum of \$183,000 in full settlement of the Ryan Loan. A wire transfer in this amount will be sent to Ryan's bank account on or before September 22, 2014, upon execution of this Settlement Agreement by Ryan, delivery of the Settlement Agreement to Nuvilex and Ryan's compliance with Subsections 1 (c), (h) and (i) of this Settlement Agreement;

(b) Nuvilex agrees to transfer to Ryan all rights of ownership of the "Nutraceutical Assets" for the consideration recited in the Asset Purchase Agreement attached to this Settlement Agreement as Exhibit A. Such transfer will occur upon execution of this Settlement Agreement by Ryan, delivery of the Settlement Agreement to Nuvilex and Ryan's compliance with subsections 1 (c), (h) and (i) of this Settlement Agreement;

(c) Subject to the rights and obligations set forth in this Settlement Agreement, not including Shares described in subsection 1 (d), Nuvilex agrees that Ryan has earned and may retain 20,000,000 Shares ("Settlement Shares"). Ryan shall surrender to Nuvilex the Share certificates identified in Exhibit B to this Settlement Agreement. Such Share issuance and the surrender of such Share certificates shall occur on or before September 22, 2014 and upon execution of this Settlement Agreement by Ryan, delivery of the Settlement Agreement to Nuvilex and Ryan's compliance with subsections 1 (c), (h) and (i) of this Settlement Agreement;

(d) This Settlement Agreement confirms Ryan legally and validly owns 6,036,800 Shares he purchased from Nuvilex and which are represented by the Share certificates identified in Exhibit C to this Settlement Agreement. All of the Shares Ryan currently owns and will own pursuant to subsection 1 (c) and 1 (d) of this Settlement Agreement total of 26,036,800 Shares which Ryan may intermittently request Nuvilex to agree to consent to release them to become free trading in accordance with Rule 144 of the Securities Exchange Act of 1933, as amended ("Rule 144"), whenever submitted. Nuvilex agrees to do so on the conditions that: (i) Ryan has complied with Rule 144; and (ii) all such Shares are subject to the terms and conditions of this Settlement Agreement, including, but not limited to, the provisions of subsection 1(e) of this Settlement Agreement;

(e) Subject to the rights and obligations set forth in this Settlement Agreement and subject to the provisions of Rule 144, Ryan shall not, directly or indirectly, without the prior written consent of Nuvilex, offer, sell, contract to sell, transfer, assign, pledge, hypothecate, tender, encumber, grant any option to purchase, make any short sale or otherwise dispose of any Shares (each, a "Disposition") unless a Disposition is in compliance with this subsection 1 (e). Ryan will be permitted to sell, transfer or assign an amount of Shares not exceeding 30,000 Shares per day regardless of the daily sale volume of the Shares traded on a national electronic quotation system or national stock exchange ("Daily Sale Limitation") plus an amount of Shares represented by the Calculated Sale Limitation (defined below). During any trading day immediately following a trading day ("Subject Day") in which 1,000,000 Shares are reported traded on a national electronic quotation system or national stock exchange, Ryan will be permitted to sell, transfer or assign an amount of Shares not exceeding an amount calculated by multiplying 15,000 times a fraction, the numerator of which is the total volume traded on the Subject Day, rounded down to the nearest 1,000,000, and the denominator of which is 1,000,000 ("Calculated Sale Limitation"). For example, if 1,250,000 Shares are reported traded on a Subject Day, Ryan would be entitled to sell 15,000 Shares in addition to the Daily Sale Limitation of 30,000 Shares per day; The Calculated Sale Limitation shall remain in effect for a period of 4 years from the Effective Date. The Lock-Up Agreement is hereby rescinded as to Ryan;

(f) In order to enable Nuvilex to enforce the Daily Sale Limitation and the Calculated Sale Limitation, Ryan shall cause to be delivered to Nuvilex at its offices identified below, or as Nuvilex otherwise designates to Ryan in writing from time to time, a copy of all trading, brokerage and related records with regard to volume, price and timing of any Disposition of Shares every 30 days from the Effective Date;

(g) Notwithstanding the Daily Sale Limitation and the Calculated Sale Limitation, upon execution of this Settlement Agreement by Ryan, delivery of the Settlement Agreement to Nuvilex and Ryan's compliance with Subsections 1 (c) (h) and (i) of this Settlement Agreement, Ryan will be permitted to sell, transfer or assign up to 1,250,000 Shares (subject to the provisions of Rule 144) on the condition that Ryan shall not sell, transfer or assign any such Shares at a price that is more than \$.02 per Share less than the closing price of the Shares as reported the preceding day on any national electronic quotation system or national stock exchange;

(h) Simultaneously with the mutual execution and delivery of this Settlement Agreement, Ryan shall surrender and deliver to Nuvilex all of the bearer shares of Bio Blue Bird AG ("Bio Blue Bird") issued to and owned by Nuvilex pursuant to the Third Addendum to Asset Purchase Agreement between Nuvilex and SG Austria Private Limited effective as of June 25, 2013 and shall transfer his position at Bio Blue Bird as the Verwaltungsrat to the person at Nuvilex so chosen by Nuvilex to replace him;

(i) Simultaneously with the mutual execution and delivery of this Settlement Agreement, Ryan shall resign from the Board of Directors of Nuvilex ("Board") and shall resign as an officer and an employee of Nuvilex;

(j) Ryan shall, subject to mutual agreement between the Parties, serve as a consultant to Nuvilex at a rate and amount to be agreed upon between the Parties in writing. Notwithstanding such agreement, such mutual agreement will not prevent Ryan from disposing of his Shares in accordance with the terms and conditions of this Settlement Agreement;

(k) Ryan shall promptly and in good faith cooperate with Nuvilex to issue a press release related to his resignation from Nuvilex as its Chief Scientific Officer and becoming the President and CEO of Nunataq, Ltd.; and

(l) Other than as expressly set forth in this Settlement Agreement, Nuvilex shall have no financial, credit, or other obligation of any kind to Ryan.

2. Return of Nuvilex Property

Ryan represents that, as of the date of this Agreement, he will have returned all property of Nuvilex, including, but not limited to, any USB drive that may contain Nuvilex files, computers, VPN equipment, software, telephones, documents, books, records (whether in electronic format or hard copy), reports, files, correspondence, notebooks, manuals, notes, specifications, mailing lists, credit cards, access cards, identification cards, key fobs, keys and other data and/or materials in his possession or control.

3. Releases

As a material inducement to Nuvilex to enter into this Settlement Agreement, Ryan hereby fully and forever releases, acquits, discharges, and covenants not to sue Nuvilex and any of its subsidiaries, affiliated companies, successors and assigns, and investors in Nuvilex, and their respective principals, officers, directors, representatives, agents, employees, and attorneys (all of the foregoing parties are collectively "Nuvilex Released Parties") of and from all actions, lawsuits, claims, objections, proceedings, and cause or causes of action, in law or in equity, whether foreseen or unforeseen, matured or unmatured, known or unknown (individually "Claim" and collectively "Claims"), which Ryan or his successors, assigns, heirs, executors, and/or administrators ever had, now have or could in the future have arising out of or in any way related to Nuvilex, whether based on facts now known or unknown, accrued or not accrued, direct or indirect, from the beginning of time to the date hereof. Without limiting the foregoing, Ryan understands and agrees that he is waiving any rights he may have had, now has or in the future may have to pursue any and all remedies available to him under any employment-related cause of action, including, without limitation, Claims of wrongful discharge, wages, stock options, breach of contract, breach of the covenant of good faith and fair dealing, wrongful termination in violation of public policy, defamation, interference with contract or business advantage, physical injury, emotional distress, claims under Title VII of the 1964 Civil Rights Act, as amended, and any other state or local statutes relating to securities, discrimination, harassment, retaliation or wrongful termination of employment or employment related claims, the Equal Pay Act of 1963, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, as amended, the Civil Rights Act of 1866, the Employee Retirement Income Security Act of 1976, the Worker Adjustment Retraining and Notification Act, the Older Workers Benefit Protection Act of 1990, the Civil Rights Act of 1991, the Civil Rights Act of 1866, the Rehabilitation Act, the Family and Medical Leave Act, the Labor Management Relations Act, the Sarbanes-Oxley Act of 2002 and any other laws and regulations relating to employment or Ryan's receipt of wages, stock, stock options or other benefits. Pursuant to the foregoing, upon the execution of this Settlement Agreement by Ryan, Ryan agrees to withdraw any pending Claim which may have been previously filed by or on his behalf against any of the Nuvilex Released Parties in any forum or form, administrative or judicial. This release does not affect any claims which accrue after the date of this Agreement or the ability to enforce the terms of this Agreement.

4. Representations and Warranties

The Parties represent, warrant and agree with each other as follows:

- (a) In entering into this Settlement Agreement Ryan represents and warrants that:
 - (i) he has faithfully performed his duties to Nuvilex and has not engaged in any conduct with respect to Nuvilex that is fraudulent, deceitful or dishonest to Nuvilex or its shareholders;
 - (ii) he has not engaged in any transactions regarding Nuvilex or its assets, securities or business without full disclosure to or authorization by the Board;
 - (iii) he has no knowledge of any document relating to Nuvilex having been forged, altered, or falsified by Ryan or having any signature affixed on any such document by Ryan without the permission of the signatory;
 - (iv) within 30 days of the Effective Date, Ryan shall provide to Nuvilex, to the extent practicable, a copy of all emails Ryan sent and/or received in his capacity as the Chief Executive Officer, President, Chief Financial Officer, Chief Scientific Officer and Board member of Nuvilex;
 - (v) he has relied on the legal advice of his counsel, who is the counsel of his own choice, and that the terms and conditions of the Settlement Agreement have been read and explained to Ryan by his counsel; and
 - (vi) he has full right and interest in and to any Claim or other matter that he is releasing and that he has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity any Claim or other matters so released.

(b) This Settlement Agreement is the product of joint drafting and shall not be construed against any Party as the drafter or based upon the Parties' respective contributions to the drafting hereof, or the additions and deletions made during the drafting process;

- (c) Each Party intends to be legally bound by this Settlement Agreement;

(d) Each Party executing this Settlement Agreement in a representative capacity warrants that it is fully authorized or empowered to do so and that all required approvals have been obtained to effectuate this settlement; and

(e) The Parties understand and agree that the representations and warranties set forth above are a material part of this Settlement Agreement and that neither Party would be entering into this Settlement Agreement without the representations and warranties being truthful and accurate.

5. Indemnity

Ryan shall indemnify and hold harmless each of the Nuvilex Released Parties from and against any third party claims, damages, costs (including reasonable outside attorneys' fees) and other liabilities arising out of or related to any breach by Ryan of his representations, warranties and agreements set forth in this Settlement Agreement. Nuvilex shall indemnify and hold harmless Ryan from and against any third party claims, damages, costs (including reasonable outside attorneys' fees) and other liabilities arising out of or related to any breach by Nuvilex of its representations, warranties and agreements set forth in this Settlement Agreement.

6. Non-Disparagement

Ryan agrees that he shall not make or publish, or cause or authorize or allow any third party to make or publish, orally or in writing, any statement or communication that disparages or reflects negatively on Nuvilex or any of the other Nuvilex Released Parties. Nuvilex agrees that, through its officers and directors and the Released Parties, it will not make or publish, or cause or authorize or allow any third party to make or publish, orally or in writing, any statement or communication that disparages or reflects negatively on Ryan. Notwithstanding the foregoing, nothing contained herein shall affect or limit responses given in any governmental or judicial proceeding or as otherwise required by law or actions to enforce this Settlement Agreement. Ryan understands and acknowledges that after the execution of this Settlement Agreement, Nuvilex may issue a press release and will file a Form 8-K with the United States Securities and Exchange Commission to the effect that Ryan: (i) is no longer employed by Nuvilex; (ii) has resigned from the Board; and (iii) has agreed to act as an independent consultant for Nuvilex upon terms to be agreed upon between the Parties.

7. Non-Competition

Ryan acknowledges that during the period of his employment with Nuvilex he has come into contact with, and has been privy to, confidential, proprietary and trade secret information of Nuvilex. As a result, and subject only to the rights and obligation set forth in this Settlement Agreement, Ryan shall not, directly or indirectly, including without limitation, as an agent, consultant, employee, independent contractor, manager, partner, principal shareholder or proprietor, in any jurisdiction in which Nuvilex has engaged in business, engage or attempt to engage in any business activity in which Nuvilex is engaged or plans to be engaged and which is known to Ryan for 2 years from the Effective Date. In the event any such territorial or time limitation is deemed to be unreasonable by a court of competent jurisdiction, Ryan agrees to the reduction of the territorial or time limitation to the area or period which such court deems reasonable.

8. Confidentiality

The Parties agree that they and their respective employees, agents, representatives and/or professional advisors, shall keep the terms of this Settlement Agreement confidential and will not hereafter disclose the terms of this Settlement Agreement to any third party; provided, however, that the Parties may make such disclosures as are required by law or as are necessary for legitimate law enforcement purposes or for the enforcement of the terms of this Settlement Agreement. In the event that one of the Parties is required to disclose the terms of this Settlement Agreement, the Party shall provide prompt notice to the other Party to enable the other Party to object to such disclosure.

9. Inventions and Patents

Ryan acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether or not patentable) which relate to Nuvilex or any of its Affiliates' actual or anticipated business, research and development or existing or future products or services and which are conceived, developed or made by Ryan while employed by Nuvilex belong to Nuvilex unless the products have been included in the Asset Purchase Agreement attached to this Settlement Agreement as Exhibit A. If they have been so included, those products belong to Ryan.

10. Specific Performance

The Parties acknowledge that they will be irreparably harmed and that there will be no adequate remedy at law for a violation of any of the covenants or agreements between the Parties contained in this Settlement Agreement. Accordingly, it is agreed that, in addition to any other remedies which may be available to the Parties, upon the breach by a Party of a covenant or agreement set forth in this Settlement Agreement, the other Party shall have the right to obtain injunctive relief to restrain any such breach or threatened breach of a covenant or agreement or otherwise to obtain specific performance of any of such covenant or agreement.

11. No Admissions

Each of the Parties understands, acknowledges and agrees that this Settlement Agreement represents the settlement of a dispute that exists or may exist relating to the Ryan Loan and to the compensation Ryan is to receive for his services to Nuvilex as an employee and that neither this Settlement Agreement, nor any of its provisions, shall be deemed or construed at any time or for any purpose as an admission of liability or fault on the part of a Party.

12. Effective Agreement

This Settlement Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, lawsuit or other proceeding which may be instituted, prosecuted or attempted in breach of this Settlement Agreement by any Party.

13. Notices

All notices, demands, consents, requests, instructions and other communications to be given or delivered or permitted under or by reason of the provisions of this Settlement Agreement or in connection with the transactions contemplated hereby ("Notice") shall be in writing and shall be deemed to be delivered and received by the intended recipient as follows: (i) if personally delivered, on the business day of such delivery (as evidenced by the receipt of the personal delivery service); (ii) if mailed certified or registered mail return receipt requested, two business days after being mailed; (iii) if delivered by overnight courier (with all charges having been prepaid), on the business day of such delivery (as evidenced by the receipt of the overnight courier service of recognized standing); or (iv) if delivered by facsimile transmission, on the business day of such delivery if sent by 6:00 p.m. in the time zone of the recipient, or if sent after that time, on the next succeeding business day (as evidenced by the printed confirmation of delivery generated by the sending party's facsimile machine). If any Notice cannot be delivered because of a changed address of which no Notice was given (in accordance with this Section 14), or the refusal to accept same, the Notice shall be deemed received on the second business day the notice is sent (as evidenced by a sworn affidavit of the sender). All such Notices shall be sent to the following addresses or facsimile numbers as applicable:

If to Nuvilex:

Nuvilex, Inc.
12510 Prosperity Drive
Suite 310
Silver Spring, MD 20904-1643
Attention: Kenneth L. Waggoner, Esq.
Tel. No.: (917) 595-2850
Fax No.: (917) 595-2851

with a copy (which copy shall not constitute notice to Nuvilex) to:

Loeb & Loeb LLP
345 Park Avenue
New York, NY 10154
Attention: Mitchell Nussbaum, Esq.
Tel. No.: (212) 407-4000
Fax No.: (212) 407-4990

If to Ryan:

Robert F. Ryan, M.S. Ph.D.
2306 Falling Creek Road
Silver Spring, Maryland 20904-5267
Tel. No: (240) 461-2027
Fax No.: (301) 388-0937

with a copy (which copy shall not constitute notice to Ryan) to:

Mitchel J. Shapiro, Esq.
Shapiro & Shapiro, P.C.
1335 Rockville Pike, Suite 220
Rockville, Maryland 20852
Tel. No: (301) 309-1775
Fax No.: (301) 309-2411

14. Headings

The headings in this Settlement Agreement are for convenience only, do not constitute a part of this Settlement Agreement and shall not be deemed to limit or affect any of the provisions of this Settlement Agreement.

15. Successors and Assigns

The Parties agree that this Settlement Agreement shall be binding on the Parties' respective heirs, executors, administrators, legal representatives, successors and assigns. Nothing in this Settlement Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto or their respective successors and assigns, any rights or benefits under or by reason of this Settlement Agreement.

16. Choice of Law

This Settlement Agreement in its entirety shall be governed, construed and enforced under and in accordance with the laws of the State of Maryland, both substantive and remedial, without regard to conflict of laws principles.

17. Counterparts

This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original but which together shall constitute a single instrument. Facsimile or other electronic copies of signatures shall be considered originals for purposes of this Settlement Agreement.

18. Severability

The invalidity of any provision of this Settlement Agreement will not affect the validity of the remaining provisions so that this Settlement Agreement will be construed as if such invalid provision has been omitted, unless this Settlement Agreement will thereby fail to meet its essential purpose and intent.

19. Waiver, Amendment and Survival

This Settlement Agreement cannot be altered, amended supplemented or otherwise modified except by an instrument in writing signed by all Parties. No forbearance, indulgence, delay or failure to exercise any right or remedy created by this Settlement Agreement shall operate as a waiver thereof, nor as an acquiescence in any default. No single or partial exercise of any right or remedy created by this Settlement Agreement shall preclude any other future exercise thereof or the exercise of any other right or remedy created by this Settlement Agreement. All remedies created by this Settlement Agreement, whether at law or in equity, are cumulative and can be enforced concurrently and from time to time.

[The balance of this page has been left blank intentionally.]

20. Complete Agreement; Sole Remedy for Breach; Third Party Beneficiary

The Recitals set forth at the beginning of this Settlement Agreement are hereby incorporated into the body of this Settlement Agreement and made a part hereof as if fully set forth herein. This Settlement Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Settlement Agreement and supersedes all prior or contemporaneous agreements, understandings, statements, representations, inducements or conditions, oral or written, expressed or implied, with respect to the subject matter of this Settlement Agreement. The Parties have not relied upon, and shall have no claim or remedy in respect of, any warranty, statement or representation made by any Party (whether or not that party is a party to this Settlement Agreement), unless it is expressly set forth in this Settlement Agreement. Except as otherwise provided in Section 10 of this Settlement Agreement, Ryan's sole and exclusive remedy for Nuvilex's breach of this Settlement Agreement shall be an action for damages. Ryan irrevocably waives any right of reversion, rescission or termination of this Settlement Agreement. Except as expressly provided in Section 3 and 15 of this Settlement Agreement, no person not a Party is intended to be benefited by this Settlement Agreement or shall have any enforceable rights under this Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be duly executed by their respective authorized signatories as of the Effective Date.

Robert F. Ryan

By: Robert F. Ryan, M.S., Ph.D.

Nuvilex, Inc.

By: Kenneth L. Waggoner
Title: Chief Executive Officer

EXHIBIT A

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into as of the 19th day September 2014, by and between Nuvilex, Inc. ("Seller"), with an address of 12510 Prosperity Drive, Suite 310, Silver Spring, Maryland 20904-1643, and Robert F. Ryan, M.S., Ph.D. ("Purchaser"), with an address of 2306 Falling Creek Road, Silver Spring, Maryland 20904-5267. (Seller and Purchaser are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITAL

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Transferred Assets (as defined in Section 1 below) on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual promises made in this Agreement, the representations, warranties, and covenants contained in this Agreement and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows as of the date of this Agreement:

1. Assignment of Transferred Assets. At the Closing (as defined below), Seller shall sell, transfer, assign and convey to Purchaser, and Purchaser shall purchase from Seller, upon the terms and conditions set forth in this Agreement, all of Seller's right, title and interest in and to the Transferred Assets; subject, however, to Purchaser assuming the Assumed Obligations (as defined below) as set forth in Section 2 below. As used in this Agreement, "Transferred Assets" shall mean the names, product formulations, domain names and websites related to the former nutraceutical business of Seller as set forth on Schedule A annexed to this Agreement and made a part hereof and any and all intellectual property or other rights of Seller in or to such Transferred Assets.

2. Excluded Assets Notwithstanding the foregoing, the Parties agree and acknowledge and agree that the following shall be excluded from the Transferred Assets (the "Excluded Assets"): (i) accounts receivable with respect to the former nutraceutical business of Seller; (ii) claims, rebates, refunds and other general intangibles arising from the former nutraceutical business of Seller; (iii) all refunds and credits of taxes and other tax attributes of Seller that are attributable to those taxes; (iv) except as set forth on Schedule A to this Agreement, all trademarks, trade names and similar intangibles of Seller, including the right to use or interest, in any, of the names or publications of Seller or any affiliate of Seller or division of Seller or any similar name or intangible registered or licensed to any of the foregoing; and (v) all assets of Seller not related to its nutraceutical business, including, but not limited to, Seller's biotechnology business, including its cellulose based live cell encapsulation technology and related licenses and any assets of its subsidiary Medical Marijuana Sciences, Inc.

3. Assumption of Obligations.

(a) Purchaser hereby: (i) assumes, as of the Closing Date (as defined in Section 4 below), all of Seller's obligations with respect to, arising out of, related to and/or in connection with the Transferred Assets and/or the Transferred Agreements, which obligations arise on or after the Closing Date and are listed on Schedule B annexed to this Agreement ("Assumed Obligations"); and (ii) agrees to pay, discharge and/or perform, as applicable, the Assumed Obligations from and after the Closing Date. Seller hereby transfers, assigns, delegates and conveys to Purchaser, as of the Closing Date, the Assumed Obligations, and such obligations are hereby declared to be the obligations of Purchaser from and after the Closing Date, all in accordance with the provisions of this Agreement.

(b) Notwithstanding any provision in this Agreement or any other writing to the contrary, with respect to the obligations and liabilities of Seller, Purchaser is assuming only the Assumed Obligations and is not assuming and shall not assume any other liability or obligation of Seller of whatever nature whether presently in existence or arising hereafter. All such other liabilities and obligations of Seller, including any Action against or affecting Seller or any Transferred Asset arising out of any act or omission or alleged act or omission of Seller or any other person prior to the Closing Date, or breach or alleged breach of any agreement prior to the Closing Date, shall in each case be retained by and remain obligations and liabilities of Seller (all such liabilities and obligations not being assumed being herein referred to as the "Excluded Liabilities"). Seller agrees to pay, discharge and/or perform, as applicable, the Excluded Liabilities from and after the Closing Date.

4. Closing and Closing Date. The closing of this transaction ("Closing") shall occur on or before the close of business on September 22, 2014 ("Closing Date"). On the Closing Date, Seller will sell, transfer, assign and convey to Purchaser and Purchaser will buy from Seller the Transferred Assets and assume the Assumed Obligations. The Transferred Assets shall be transferred by Seller to Purchaser at the Closing by way of Seller's execution and delivery to Purchaser of a Bill of Sale in the form annexed to this Agreement as Exhibit A and made a part of this Agreement.

5. Payment for the Transferred Assets. The consideration for the sale of the Transferred Assets is set forth in the Settlement Agreement and in the assumption by Purchaser of the Assumed Obligations and Purchaser's warranties, representations, covenants and agreements contained in this Agreement.

6. Instruments of Further Assurances. Each of the Parties agrees, upon the request of the other Party or its counsel, from time to time to execute and deliver to such other Party all such instruments and documents of further assurance or otherwise, as shall be reasonable under the circumstances, and to do any and all such acts and things as may reasonably be required to carry out the obligations of such requested Party hereunder, including for the purpose of vesting in Purchaser all right, title and interest in and to the Transferred Assets and the Assumed Obligations, and otherwise in order to carry out the purpose and intent of this Agreement.

7. Representations and Warranties.

(a) Seller represents and warrants to Purchaser as of the date of this Agreement and as of the Closing Date, or if a representation or warranty is made as of a specified date, as of such date, that:

(i) Seller is a corporation organized, validly existing and in good standing under the laws of the State of Nevada;

(ii) Seller has the full right and all necessary corporate power and authority to execute and deliver this Agreement and each instrument required to be executed and delivered by it in connection therewith on or prior to the Closing and to perform its obligations hereunder and to consummate the transaction contemplated hereby;

(iii) The execution, delivery and performance by Seller of this Agreement and each instrument required to be executed and delivered by it on or prior to the Closing, the performance of its obligations hereunder and the consummation of the transaction contemplated by this Agreement have been duly and validly authorized by all necessary corporate action, including the unanimous approval of the members of Seller's Board of Directors, and no other corporate proceedings on the part of Seller are necessary to authorize this Agreement or any instrument required to be executed and delivered by it in connection therewith on or prior to the Closing or the consummation of the transaction contemplated by this Agreement;

(iv) This Agreement has been, and in the case of each instrument required to be executed and delivered by Seller in connection therewith on or prior to the Closing shall be, duly and validly executed and delivered by Seller and, assuming the due authorization, execution and delivery thereof by Purchaser, as applicable, constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;

(v) None of the execution, delivery or performance by Seller of this Agreement does or will (A) contravene or conflict with the organizational or constitutive documents of Seller, (B) contravene or conflict with or constitute a violation of any provision of any law or any judgment, order, writ, injunction, award, or decree of any court, arbitrator, governmental agency or instrumentality binding upon or applicable to Seller, or any of the Transferred Assets, (C) constitute a default under or breach of (with or without the giving of notice or the passage of time or both) or violate or give rise to any right of termination, cancellation, amendment or acceleration of any right or obligation of Seller or (D) result in the creation or imposition of any Encumbrance (as defined below) on any of the Transferred Assets;

(vi) Seller has good title in and to the Transferred Assets. Seller has not previously transferred the Transferred Assets to any person;

(vii) With respect to the Transferred Assets, there are no Claims (as defined below) of any kind (whether or not the defense thereof or liabilities in respect thereof are covered by insurance) existing, threatened against or involving the Transferred Assets or the transaction contemplated hereby. There is no order of any Authority (defined below) outstanding against Seller affecting any of the Transferred Assets or to which Seller or any of the Transferred Assets are bound. In the event a Claim arises prior to the Closing Date, Seller shall immediately advise Purchaser of the existence thereof. As used in this Agreement, "Claims" shall mean all claims, actions, litigation, lawsuits, audits, hearings or proceedings pending or outstanding that materially adversely affect, or which will or may in any way materially prejudice, the rights of the Parties under this Agreement;

(viii) With respect to the Transferred Assets, except as set forth on Schedule B annexed to this Agreement and made a part hereof, there are no Encumbrances (as defined below) on or against Seller or the Transferred Assets and no condition exists that could reasonably be expected to materially interfere with Seller's ability to transfer the Transferred Assets to Purchaser. As used in this Agreement, "Encumbrance" means any mortgage, pledge, lien, claim, charge or any other security interest or encumbrance of any kind or nature whatsoever;

(ix) To the knowledge of Seller, none of the Transferred Assets infringes upon or violates the rights of any third party. Seller has not received any notice of infringement or conflict with the asserted rights of others in respect of any of the Transferred Assets that has not been previously settled or adjudicated;

(x) To the knowledge of Seller, Seller is not in violation of any applicable law affecting the Transferred Assets or to which any of the Transferred Assets are subject; and

(xi) As of the Closing, Seller shall have the full right, power and authority to transfer to Purchaser the Transferred Assets.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7(a), THERE ARE NO EXPRESS WARRANTIES WITH RESPECT TO THE TRANSFERRED ASSETS. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHER IMPLIED WARRANTIES WITH RESPECT TO THE TRANSFERRED ASSETS.

(b) Purchaser represents and warrants as of the date of this Asset Purchase Agreement and as of the Closing Date that:

(i) Purchaser has the full right and all necessary power and authority to execute and deliver this Agreement and each instrument required to be executed and delivered by it in connection therewith on or prior to the Closing and to perform its obligations hereunder and to consummate the transaction contemplated by this Agreement;

(ii) The execution and delivery by Purchaser of this Agreement and each instrument required to be executed and delivered by it in connection therewith on or prior to the Closing, the performance of his obligations under this Agreement and the consummation of the transaction contemplated by this Agreement have been duly and validly approved by Purchaser and have been duly and validly authorized by all necessary action, and no other act on the part of Purchaser is necessary to authorize this Agreement or any instrument required to be executed and delivered by him on or prior to the Closing or the consummation of the transaction contemplated by this Agreement. The execution, delivery and performance of this Agreement and any other agreements and documents contemplated by this Agreement will not violate any provision of law or any order, writ, judgment, injunction or decree of any court or any entity applicable to Purchaser. Further, Purchaser is not a party to or bound by any judgment, order, writ, injunction, award, or decree of any court, arbitrator, governmental agency or instrumentality that would prevent Purchaser's execution or performance of this Agreement or the transaction contemplated by this Agreement. The execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the transaction contemplated by this Agreement are not prohibited by and will not violate any United States federal, state or local law, rule or regulation or any foreign law; and

(iii) This Agreement has been, and in the case of each instrument required to be executed and delivered by Purchaser in connection therewith on or prior to the Closing shall be, duly and validly executed and delivered by Purchaser and, assuming the due authorization, execution and delivery thereof by Seller, as applicable, constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

8. Survival of Representations and Warranties. All representations, warranties, covenants and agreements of the Parties contained in this Asset Purchase Agreement shall survive the Closing Date and shall continue in full force and effect for the benefit of the respective Party and its successors and assigns for a period of 12 months after the Closing Date ("Survival Period").

9. Indemnity.

(a) Seller hereby agrees to indemnify, defend, save and hold Purchaser harmless from any and all Claims, damages, liabilities, costs, losses obligations and expenses (including without limitation reasonable attorneys' fees and court costs) which arise out of or result from: (i) any breach of any representation, warranty, covenant or agreement made by Seller in this Agreement; and (ii) any Excluded Liabilities.

(b) Purchaser hereby agrees to indemnify, defend, save and hold Seller and its directors, officers, employees, agents, representatives, attorneys and affiliates harmless from any and all Claims, damages, liabilities, costs, losses obligations and expenses (including without limitation reasonable attorneys' fees and court costs) which arise out of or result from: (i) any breach of any representation, warranty, covenant or agreement made by Purchaser in this Agreement; and (ii) any Assumed Liabilities.

(c) The obligations of the Parties under this Section 9 shall subsist for the duration of the Survival Period only, except that with respect to any Claims that are subject to this Section 9 and made against a Party during the Survival Period, the obligations of the Parties under this Section 9 shall, with respect to such Claims, survive until the resolution of such Claims.

(d) The following terms and provisions shall apply with respect to any Party seeking indemnification pursuant to this Section 9 ("Indemnified Party"):

(i) As a condition to seeking indemnification from a Party from whom such indemnification is sought (“Indemnifying Party”), the Indemnified Party must give the Indemnifying Party prompt notice (“Indemnification Notice”) of any Claim, investigation, or Action with respect to which such Indemnified Party seeks indemnification pursuant to this Section 9 (“Claim”), which shall describe in reasonable detail the Loss (defined below) that has been or may be suffered by the Indemnified Party. Any delay in giving an Indemnification Notice shall not impair any of the rights or benefits of such Indemnified Party under this Section 9 except to the extent such failure materially and adversely affects the ability of the Indemnifying Party to defend such Claim or increases the amount of such liability;

(ii) In the case of any third-party Claims as to which indemnification is sought by any Indemnified Party, such Indemnified Party shall be entitled, at the sole expense and liability of the Indemnifying Party, to exercise full control of the defense, compromise or settlement of any third-party Claim unless the Indemnifying Party, within a reasonable time after the giving of an Indemnification Notice by the Indemnified Party (but in any event within 10 business days thereafter), shall (A) deliver a written confirmation to such Indemnified Party that the indemnification provisions of Section 9 are applicable to such third-party Claim and the Indemnifying Party will indemnify such Indemnified Party in respect of such third-party Claim pursuant to the terms of Section 9 and, notwithstanding anything to the contrary, shall do so without asserting against the Indemnified Party any challenge, defense, limitation on the Indemnifying Parties liability for Losses, counterclaim or offset (except to the extent that the Indemnified Party owes the Indemnifying Party any amounts related to a previous Third-Party Claim in connection with which the Indemnified Party was the Indemnifying Party with respect to such previous third-party Claim), (B) notify such Indemnified Party in writing of the intention of the Indemnifying Parties to assume the defense thereof and (C) retain legal counsel reasonably satisfactory to such Indemnified Party to conduct the defense of such third-party Claim;

(iii) If the Indemnifying Party assumes the defense of any such third-party Claim, then the Indemnified Party shall cooperate with the Indemnifying Party in any manner reasonably requested in connection with the defense, compromise or settlement thereof. If the Indemnifying Party so assumes the defense of any such third-party Claim, the Indemnified Party shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise or settlement thereof, but the fees and expenses of such counsel employed by the Indemnified Party shall be at the expense of such Indemnified Party unless the Indemnifying Party has agreed to pay such fees and expenses;

(iv) If the Indemnifying Party elects to assume the defense of any third-party Claim, the Indemnified Party shall not pay or permit to be paid any part of any Claim or demand arising from such asserted liability unless the Indemnifying Party withdraws from or fails to prosecute the defense of such asserted liability, or unless a judgment is entered against the Indemnified Party for such liability (and the judgment is not a result of a delay in the Indemnified Party’s giving an Indemnification Notice to the Indemnifying Party). If the Indemnifying Party does not elect to defend for reason other than that the Indemnifying Party disputes that the Indemnified Party is entitled to indemnification under this Asset Purchase Agreement, or if, after commencing or undertaking any such defense, the Indemnifying Party fails to prosecute such defense, the Indemnified Party shall have the right to undertake the defense or settlement thereof, at the Indemnifying Party’s expense. In the event the Indemnified Party retains control of the third party Claim, the Indemnified Party will not settle the subject Claim without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld or delayed;

(v) If the Indemnified Party undertakes the defense of any such third-party Claim pursuant to Section 9 and proposes to settle the same prior to a final judgment thereon or to forgo appeal with respect thereto, then the Indemnified Party shall give the Indemnifying Party prompt written Notice thereof and the Indemnifying Party shall have the right to participate in the settlement, assume or reassume the defense thereof or prosecute such appeal, in each case at the Indemnifying Parties' expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle or compromise or consent to entry of any judgment with respect to any such third-party Claim (A) in which any relief other than the payment of money damages is or may be sought against the Indemnified Party or (B) which does not include as an unconditional term thereof the giving by the claimant, person conducting such investigation or initiating such hearing, plaintiff or petitioner to such Indemnified Party of a release from, other than any sums due pursuant to a settlement or judgment, all liability with respect to such third-party Claim and all other Claims or Actions (known or unknown) arising or which might arise out of the same facts; and

(vi) Any indemnification required by Section 9 for costs, disbursements or expenses of any Indemnified Party in connection with investigating, preparing to defend or defending any Claim, or Action shall be made by periodic payments by the Indemnifying Parties to each Indemnified Party during the course of the investigation or defense, as and when bills are received or costs, disbursements or expenses are incurred.

(e) The following terms, as used in this Asset Purchase Agreement, have the following meanings:

(i) "Action" means any legal action, lawsuit, investigation, hearing or proceeding, including any audit for taxes or otherwise;

(ii) "Authority" means any governmental, regulatory or administrative body, agency or authority, any court or judicial authority, any arbitrator, or any public, private or industry regulatory authority, whether international, national, federal, state, or local; and

(iii) "Loss or Losses" means any and all out-of-pocket loss, cost, payments, demand, penalty, forfeiture, expense, liability, judgment, deficiency, damage, diminution in value or Claim (including actual costs of investigation and attorneys' fees and other costs and expenses). For purposes of clarification, in no event will "Losses or Loss" be deemed to include any consequential damages or losses of a Party, and in no event will a Party be responsible to the other Party for any consequential damages or losses incurred by the other Party, except, in all such cases, if consequential damages or losses are awarded in connection with a third-party Claim.

10. Notices. Except as otherwise provided under this Asset Purchase Agreement, all notices given under this Asset Purchase Agreement ("Notices") shall be in writing and sufficient if delivered personally, sent by nationally recognized overnight courier or by registered or certified mail (postage prepaid, return receipt requested), or by facsimile with delivery confirmation as follows:

(a) If to Purchaser:

Robert F. Ryan, M.S, Ph.D.
2306 Falling Creek Road
Silver Spring, Maryland 20904-5267
Telephone: (240) 461-2027
Facsimile: (301) 388- 0937

With a copy to:

Mitchell J. Shapiro, Esq.
Shapiro & Shapiro, P.C.
1335 Rockville Pike

Suite 220
Rockville, Maryland 20852
Telephone: (301) 309-1775
Facsimile: (301) 309-2411

(b) If to Seller:

Nuvilex, Inc.
12510 Prosperity Drive

Suite 310
Silver Spring, Maryland 20904-1643
Attn: Kenneth L. Waggoner, Esq.
Telephone: (917) 595-2850
Facsimile: (917) 595-2851

With a copy to:

Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154
Attn: Mitchell Nussbaum, Esq.
Telephone: (212) 407-4159
Facsimile: (212) 407-4990

or to such other address as the Party to whom notice is to be given may have furnished to the other parties in writing in accordance with this Section 10. All such Notices or communications shall be deemed to be received: (i) in the case of personal delivery, internationally recognized overnight courier or registered or certified mail, on the date of such delivery; and (ii) in the case of facsimile or email, upon confirmed receipt.

11. Successors and Assigns. This Asset Purchase Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than the Parties and their respective successors and assigns, any remedy or Claim under or by reason of this Agreement or any term, covenant or condition hereof, and all the terms, covenants and conditions and agreements contained in this Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns. Purchaser shall have the right to assign any or all of its rights or to delegate any of its obligations under this Agreement on the express condition that Purchaser remain fully liable for the terms, covenants and conditions of this Agreement and the Settlement Agreement.

12. Commissions. Neither Party shall be responsible for any finder, broker, agent or other commissions or fees due by the other Party relating to this Agreement or the transactions contemplated by this Agreement.

13. Governing Law. This Agreement shall be construed under the internal laws of Maryland applicable to agreements to be performed wholly therein.

14. Mediation and Binding Arbitration. If a dispute arises relating to this Agreement or the termination thereof, claims for breach of contract or breach of the covenant of good faith and fair dealing, claims of discrimination or any other Claims under any federal, state or local law or regulation now in existence or hereinafter enacted, and as amended from time to time ("Dispute"), the Parties shall attempt in good faith to settle the Dispute through mediation conducted by a mediator to be mutually selected by the Parties. The Parties shall share the costs of the mediator equally. Each Party shall cooperate fully and fairly with the mediator, and shall attempt to reach a mutually satisfactory compromise of the Dispute.

If the Dispute is not resolved within 30 days after it is referred to the mediator, it shall be resolved through final and binding arbitration, as specified in this Section 14. Binding arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), Greenbelt Resolution Center in Greenbelt, Maryland, for resolution by a single arbitrator acceptable to both Parties. If the Parties fail to agree to an arbitrator within 10 days of a written demand for arbitration being sent by one Party to the other Party, then JAMS shall select the arbitrator according to the JAMS Rules for Commercial Arbitration. The arbitration shall be conducted in accordance with the JAMS Rules for Commercial Arbitration. The award of such arbitrator shall be final and binding on the parties and may be enforced by any court of competent jurisdiction. In the event of arbitration to resolve a Dispute, the prevailing Party shall be entitled to recover its attorney's fees and other out-of-pocket costs incurred in connection therewith from any non-prevailing Party involved therein.

15. Counterparts. This Agreement may be executed in one or more counterparts by original signature, facsimile signature or electronic signature transmission in .pdf format, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

16. Amendments. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by or on behalf of the Parties by their duly authorized representatives.

17. Waiver. No failure or delay on the part of any Party in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, covenant or agreement in this Agreement, nor will any single or partial exercise of any such right preclude any other (or further) exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive to or exclusive of, any rights or remedies otherwise available to a Party.

18. Construction. The Paragraph and Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including," when used in this Agreement, shall be deemed in each case to be followed by the words "without limitation." The words "herein," "hereof" and "hereunder" and words of similar import refer to this Agreement (including the Exhibits and Schedules hereto) in its entirety rather than any specific paragraph or section, unless the context otherwise requires. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

19. Prohibition and Enforceability. Any provision of, or the application of any provision of, this Agreement or any right, power, authority, discretion or remedy conferred by this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition. Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

20. Confidentiality. Subject to Section 6 above and except as may otherwise be required by applicable law or regulation, each Party hereby agrees to keep confidential and not disclose the terms and conditions of this Agreement; provided, however, that the foregoing shall not be deemed to prohibit either Party from disclosing: (i) any of the foregoing to: (x) any of its affiliates, members, managers, directors, officers, employees, agents, attorneys or representatives who need to know such information in order for such Party to be able to consummate the transaction contemplated hereby, (y) any Authority or other person from whom consent to the transaction contemplated hereby must be obtained; or (z) after the Closing, any permitted assignee or successor-in-interest of a Party; or (ii) to any third party the existence of this Agreement or the consummation of the transactions contemplated by this Agreement, including, without limitation, in the form of a press release or other public announcement; provided, however, that the initial press release and the initial public announcement of each Party shall each be of a form that is mutually approved by the Parties.

21. Entire Agreement. This Agreement (including all Exhibits and Schedules hereto) constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior representations, agreements, understandings and undertakings, whether written or oral, between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, Purchaser and Seller have caused this Asset Purchase Agreement to be signed by Purchaser and by a duly authorized officer as of the date first above written.

PURCHASER

ROBERT F. RYAN

By: _____

SELLER

NUVILEX, INC.

By: _____

Name: Kenneth L. Waggoner

Title: Chief Executive Officer

Schedule "A"

To the Asset Purchase Agreement between Nunataq, Ltd. and Nuvilex, Inc entered into as of September 19, 2014.

List of Transferred Assets

All rights, title and interest of Seller in and to the following assets:

1. CinnasationalTM - alcohol sensitivity.
2. TalsynTM - Talsyn CI TM - Bid TM - Bid TM
3. Talsyn CITM - Scar Cream - Treatment of scars, erythema and keloids.
4. Talsyn Ageless (SN)TM - Anti-aging cream with clinically proven ingredients.
5. Talsyn-ECMTM - Mineral mist spray to rehydrate the skin.
6. Talsyn-AATM - Diminishes dark spots on the skin.
7. Talsyn-BQDTM - Body moisturizer.
8. Talsyn-UETM - Cream that reduces dark circles under the eyes.
9. Talsyn-MCTM - Cream for blemishes, irritation, dry skin and rashes.
10. NumadremTM - Moisturizing lotion.
11. CinnergenTM - Glucose maintenance product.

Schedule B

To the Asset Purchase Agreement between Nunataq, Ltd and Nuvilex, Inc. entered into as of September 19, 2014.

List of Encumbrances

None.

Exhibit A

To the Asset Purchase Agreement between Nunataq, Ltd and Nuvilex, Inc. entered into as of September 19, 2014

See attached Bill of Sale.

BILL OF SALE

This Bill of Sale ("Bill of Sale") is made as of the 19th day of September, 2014, by Nuvillex, Inc. ("Seller") in favor of Robert F. Ryan ("Purchaser").

WITNESSETH

WHEREAS, Seller and Purchaser entered into an Asset Purchase Agreement effective as of September 19, 2014 ("Agreement"); and

WHEREAS, the Agreement provides, among other things, that subject to, and upon the terms and conditions set forth in the Agreement, Seller shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase from Seller, all of the Transferred Assets (as defined in the Agreement).

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein and/or in the Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Seller hereby agrees as follows:

1. Capitalized terms used in this Bill of Sale shall have the same meaning as they have in the Agreement unless otherwise defined herein.
2. Effective as of the Closing Date, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all of Seller's right, title and interest in and to the Transferred Assets.
3. Seller hereby agrees that, from time to time after the delivery of this Bill of Sale, it will, following the reasonable request of Purchaser and without further consideration to Seller and subject to the terms and conditions of the Agreement, take such further action and execute and deliver such additional assignments, bills of sale, or other similar instruments as Purchaser may reasonably require to complete the transfer of the title or possession of the Transferred Assets to, or vest them in, Purchaser.
4. Notwithstanding anything to the contrary contained in this Bill of Sale, nothing contained in this Bill of Sale shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Agreement or any of the rights or obligations of Seller or Purchaser set forth in the Agreement. This Bill of Sale is intended only to effect the transfer of certain property and rights identified in and transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms of and conditions of the Agreement.

5. Subject to paragraph 6 below, nothing in this instrument, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than Purchaser any remedy or Claim.

6. The provisions of this Bill of Sale, which are intended to be binding upon Seller, its successors and assigns, and are for the benefit of Purchaser, its successors and assigns, and all rights hereby granted Purchaser, including the right to act for Seller, may be exercised by Purchaser, its successors and assigns.

7. To the extent there is any conflict between any provisions of this Bill of Sale and any provisions of the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed by its duly authorized officer as of the date first above written.

SELLER

NUVILEX, INC.

By: _____

Name: Kenneth L. Waggoner

Title: Chief Executive Officer

EXHIBIT B

SHARE CERTIFICATES TO BE SURRENDERED BY RYAN TO NUVILEX

Certificate Number	Shares	Cert Date	Issue Date
5421	415,000	4/30/2013	6/4/2013
5427	350,000	5/1/2013	6/4/2013
5422	415,000	5/31/2013	6/4/2013
5428	350,000	6/1/2013	6/4/2013
5426	350,000	4/1/2013	6/4/2013

**New certificate to be issued to
Robert Ryan:**

70,000

EXHIBIT C

SHARE CERTIFICATES OWNED BY RYAN

Certificate Number	Shares	Cert Date	Date Issued
4736	5,000,000	2/24/2011	3/9/2011
5337	691,200	10/9/2012	
5841	345,600	3/1/2014	

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”) is entered into as of the 19th day September 2014, by and between Nuvilex, Inc. (“Seller”), with an address of 12510 Prosperity Drive, Suite 310, Silver Spring, Maryland 20904-1643, and Robert F. Ryan, M.S., Ph.D. (“Purchaser”), with an address of 2306 Falling Creek Road, Silver Spring, Maryland 20904-5267. (Seller and Purchaser are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”).

RECITAL

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Transferred Assets (as defined in Section 1 below) on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual promises made in this Agreement, the representations, warranties, and covenants contained in this Agreement and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows as of the date of this Agreement:

1. Assignment of Transferred Assets. At the Closing (as defined below), Seller shall sell, transfer, assign and convey to Purchaser, and Purchaser shall purchase from Seller, upon the terms and conditions set forth in this Agreement, all of Seller’s right, title and interest in and to the Transferred Assets; subject, however, to Purchaser assuming the Assumed Obligations (as defined below) as set forth in Section 2 below. As used in this Agreement, “Transferred Assets” shall mean the names, product formulations, domain names and websites related to the former nutraceutical business of Seller as set forth on Schedule A annexed to this Agreement and made a part hereof and any and all intellectual property or other rights of Seller in or to such Transferred Assets.

2. Excluded Assets Notwithstanding the foregoing, the Parties agree and acknowledge and agree that the following shall be excluded from the Transferred Assets (the “Excluded Assets”): (i) accounts receivable with respect to the former nutraceutical business of Seller; (ii) claims, rebates, refunds and other general intangibles arising from the former nutraceutical business of Seller; (iii) all refunds and credits of taxes and other tax attributes of Seller that are attributable to those taxes; (iv) except as set forth on Schedule A to this Agreement, all trademarks, trade names and similar intangibles of Seller, including the right to use or interest, in any, of the names or publications of Seller or any affiliate of Seller or division of Seller or any similar name or intangible registered or licensed to any of the foregoing; and (v) all assets of Seller not related to its nutraceutical business, including, but not limited to, Seller’s biotechnology business, including its cellulose based live cell encapsulation technology and related licenses and any assets of its subsidiary Medical Marijuana Sciences, Inc.

3. Assumption of Obligations.

(a) Purchaser hereby: (i) assumes, as of the Closing Date (as defined in Section 4 below), all of Seller's obligations with respect to, arising out of, related to and/or in connection with the Transferred Assets and/or the Transferred Agreements, which obligations arise on or after the Closing Date and are listed on Schedule B annexed to this Agreement ("Assumed Obligations"); and (ii) agrees to pay, discharge and/or perform, as applicable, the Assumed Obligations from and after the Closing Date. Seller hereby transfers, assigns, delegates and conveys to Purchaser, as of the Closing Date, the Assumed Obligations, and such obligations are hereby declared to be the obligations of Purchaser from and after the Closing Date, all in accordance with the provisions of this Agreement.

(b) Notwithstanding any provision in this Agreement or any other writing to the contrary, with respect to the obligations and liabilities of Seller, Purchaser is assuming only the Assumed Obligations and is not assuming and shall not assume any other liability or obligation of Seller of whatever nature whether presently in existence or arising hereafter. All such other liabilities and obligations of Seller, including any Action against or affecting Seller or any Transferred Asset arising out of any act or omission or alleged act or omission of Seller or any other person prior to the Closing Date, or breach or alleged breach of any agreement prior to the Closing Date, shall in each case be retained by and remain obligations and liabilities of Seller (all such liabilities and obligations not being assumed being herein referred to as the "Excluded Liabilities"). Seller agrees to pay, discharge and/or perform, as applicable, the Excluded Liabilities from and after the Closing Date.

4. Closing and Closing Date. The closing of this transaction ("Closing") shall occur on or before the close of business on September 22, 2014 ("Closing Date"). On the Closing Date, Seller will sell, transfer, assign and convey to Purchaser and Purchaser will buy from Seller the Transferred Assets and assume the Assumed Obligations. The Transferred Assets shall be transferred by Seller to Purchaser at the Closing by way of Seller's execution and delivery to Purchaser of a Bill of Sale in the form annexed to this Agreement as Exhibit A and made a part of this Agreement.

5. Payment for the Transferred Assets. The consideration for the sale of the Transferred Assets is set forth in the Settlement Agreement and in the assumption by Purchaser of the Assumed Obligations and Purchaser's warranties, representations, covenants and agreements contained in this Agreement.

6. Instruments of Further Assurances. Each of the Parties agrees, upon the request of the other Party or its counsel, from time to time to execute and deliver to such other Party all such instruments and documents of further assurance or otherwise, as shall be reasonable under the circumstances, and to do any and all such acts and things as may reasonably be required to carry out the obligations of such requested Party hereunder, including for the purpose of vesting in Purchaser all right, title and interest in and to the Transferred Assets and the Assumed Obligations, and otherwise in order to carry out the purpose and intent of this Agreement.

7. Representations and Warranties.

(a) Seller represents and warrants to Purchaser as of the date of this Agreement and as of the Closing Date, or if a representation or warranty is made as of a specified date, as of such date, that:

(i) Seller is a corporation organized, validly existing and in good standing under the laws of the State of Nevada;

(ii) Seller has the full right and all necessary corporate power and authority to execute and deliver this Agreement and each instrument required to be executed and delivered by it in connection therewith on or prior to the Closing and to perform its obligations hereunder and to consummate the transaction contemplated hereby;

(iii) The execution, delivery and performance by Seller of this Agreement and each instrument required to be executed and delivered by it on or prior to the Closing, the performance of its obligations hereunder and the consummation of the transaction contemplated by this Agreement have been duly and validly authorized by all necessary corporate action, including the unanimous approval of the members of Seller's Board of Directors, and no other corporate proceedings on the part of Seller are necessary to authorize this Agreement or any instrument required to be executed and delivered by it in connection therewith on or prior to the Closing or the consummation of the transaction contemplated by this Agreement;

(iv) This Agreement has been, and in the case of each instrument required to be executed and delivered by Seller in connection therewith on or prior to the Closing shall be, duly and validly executed and delivered by Seller and, assuming the due authorization, execution and delivery thereof by Purchaser, as applicable, constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;

(v) None of the execution, delivery or performance by Seller of this Agreement does or will (A) contravene or conflict with the organizational or constitutive documents of Seller, (B) contravene or conflict with or constitute a violation of any provision of any law or any judgment, order, writ, injunction, award, or decree of any court, arbitrator, governmental agency or instrumentality binding upon or applicable to Seller, or any of the Transferred Assets, (C) constitute a default under or breach of (with or without the giving of notice or the passage of time or both) or violate or give rise to any right of termination, cancellation, amendment or acceleration of any right or obligation of Seller or (D) result in the creation or imposition of any Encumbrance (as defined below) on any of the Transferred Assets;

(vi) Seller has good title in and to the Transferred Assets. Seller has not previously transferred the Transferred Assets to any person;

(vii) With respect to the Transferred Assets, there are no Claims (as defined below) of any kind (whether or not the defense thereof or liabilities in respect thereof are covered by insurance) existing, threatened against or involving the Transferred Assets or the transaction contemplated hereby. There is no order of any Authority (defined below) outstanding against Seller affecting any of the Transferred Assets or to which Seller or any of the Transferred Assets are bound. In the event a Claim arises prior to the Closing Date, Seller shall immediately advise Purchaser of the existence thereof. As used in this Agreement, "Claims" shall mean all claims, actions, litigation, lawsuits, audits, hearings or proceedings pending or outstanding that materially adversely affect, or which will or may in any way materially prejudice, the rights of the Parties under this Agreement;

(viii) With respect to the Transferred Assets, except as set forth on Schedule B annexed to this Agreement and made a part hereof, there are no Encumbrances (as defined below) on or against Seller or the Transferred Assets and no condition exists that could reasonably be expected to materially interfere with Seller's ability to transfer the Transferred Assets to Purchaser. As used in this Agreement, "Encumbrance" means any mortgage, pledge, lien, claim, charge or any other security interest or encumbrance of any kind or nature whatsoever;

(ix) To the knowledge of Seller, none of the Transferred Assets infringes upon or violates the rights of any third party. Seller has not received any notice of infringement or conflict with the asserted rights of others in respect of any of the Transferred Assets that has not been previously settled or adjudicated;

(x) To the knowledge of Seller, Seller is not in violation of any applicable law affecting the Transferred Assets or to which any of the Transferred Assets are subject; and

(xi) As of the Closing, Seller shall have the full right, power and authority to transfer to Purchaser the Transferred Assets.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7(a), THERE ARE NO EXPRESS WARRANTIES WITH RESPECT TO THE TRANSFERRED ASSETS. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHER IMPLIED WARRANTIES WITH RESPECT TO THE TRANSFERRED ASSETS.

(c) Purchaser represents and warrants as of the date of this Asset Purchase Agreement and as of the Closing Date that:

(i) Purchaser has the full right and all necessary power and authority to execute and deliver this Agreement and each instrument required to be executed and delivered by it in connection therewith on or prior to the Closing and to perform its obligations hereunder and to consummate the transaction contemplated by this Agreement;

(ii) The execution and delivery by Purchaser of this Agreement and each instrument required to be executed and delivered by it in connection therewith on or prior to the Closing, the performance of his obligations under this Agreement and the consummation of the transaction contemplated by this Agreement have been duly and validly approved by Purchaser and have been duly and validly authorized by all necessary action, and no other act on the part of Purchaser is necessary to authorize this Agreement or any instrument required to be executed and delivered by him on or prior to the Closing or the consummation of the transaction contemplated by this Agreement. The execution, delivery and performance of this Agreement and any other agreements and documents contemplated by this Agreement will not violate any provision of law or any order, writ, judgment, injunction or decree of any court or any entity applicable to Purchaser. Further, Purchaser is not a party to or bound by any judgment, order, writ, injunction, award, or decree of any court, arbitrator, governmental agency or instrumentality that would prevent Purchaser's execution or performance of this Agreement or the transaction contemplated by this Agreement. The execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the transaction contemplated by this Agreement are not prohibited by and will not violate any United States federal, state or local law, rule or regulation or any foreign law; and

(iii) This Agreement has been, and in the case of each instrument required to be executed and delivered by Purchaser in connection therewith on or prior to the Closing shall be, duly and validly executed and delivered by Purchaser and, assuming the due authorization, execution and delivery thereof by Seller, as applicable, constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

8. Survival of Representations and Warranties. All representations, warranties, covenants and agreements of the Parties contained in this Asset Purchase Agreement shall survive the Closing Date and shall continue in full force and effect for the benefit of the respective Party and its successors and assigns for a period of 12 months after the Closing Date ("Survival Period").

9. Indemnity.

(a) Seller hereby agrees to indemnify, defend, save and hold Purchaser harmless from any and all Claims, damages, liabilities, costs, losses obligations and expenses (including without limitation reasonable attorneys' fees and court costs) which arise out of or result from: (i) any breach of any representation, warranty, covenant or agreement made by Seller in this Agreement; and (ii) any Excluded Liabilities.

(b) Purchaser hereby agrees to indemnify, defend, save and hold Seller and its directors, officers, employees, agents, representatives, attorneys and affiliates harmless from any and all Claims, damages, liabilities, costs, losses obligations and expenses (including without limitation reasonable attorneys' fees and court costs) which arise out of or result from: (i) any breach of any representation, warranty, covenant or agreement made by Purchaser in this Agreement; and (ii) any Assumed Liabilities.

(c) The obligations of the Parties under this Section 9 shall subsist for the duration of the Survival Period only, except that with respect to any Claims that are subject to this Section 9 and made against a Party during the Survival Period, the obligations of the Parties under this Section 9 shall, with respect to such Claims, survive until the resolution of such Claims.

(d) The following terms and provisions shall apply with respect to any Party seeking indemnification pursuant to this Section 9 ("Indemnified Party"):

(i) As a condition to seeking indemnification from a Party from whom such indemnification is sought ("Indemnifying Party"), the Indemnified Party must give the Indemnifying Party prompt notice ("Indemnification Notice") of any Claim, investigation, or Action with respect to which such Indemnified Party seeks indemnification pursuant to this Section 9 ("Claim"), which shall describe in reasonable detail the Loss (defined below) that has been or may be suffered by the Indemnified Party. Any delay in giving an Indemnification Notice shall not impair any of the rights or benefits of such Indemnified Party under this Section 9 except to the extent such failure materially and adversely affects the ability of the Indemnifying Party to defend such Claim or increases the amount of such liability;

(ii) In the case of any third-party Claims as to which indemnification is sought by any Indemnified Party, such Indemnified Party shall be entitled, at the sole expense and liability of the Indemnifying Party, to exercise full control of the defense, compromise or settlement of any third-party Claim unless the Indemnifying Party, within a reasonable time after the giving of an Indemnification Notice by the Indemnified Party (but in any event within 10 business days thereafter), shall (A) deliver a written confirmation to such Indemnified Party that the indemnification provisions of Section 9 are applicable to such third-party Claim and the Indemnifying Party will indemnify such Indemnified Party in respect of such third-party Claim pursuant to the terms of Section 9 and, notwithstanding anything to the contrary, shall do so without asserting against the Indemnified Party any challenge, defense, limitation on the Indemnifying Parties liability for Losses, counterclaim or offset (except to the extent that the Indemnified Party owes the Indemnifying Party any amounts related to a previous Third-Party Claim in connection with which the Indemnified Party was the Indemnifying Party with respect to such previous third-party Claim), (B) notify such Indemnified Party in writing of the intention of the Indemnifying Parties to assume the defense thereof and (C) retain legal counsel reasonably satisfactory to such Indemnified Party to conduct the defense of such third-party Claim;

(iii) If the Indemnifying Party assumes the defense of any such third-party Claim, then the Indemnified Party shall cooperate with the Indemnifying Party in any manner reasonably requested in connection with the defense, compromise or settlement thereof. If the Indemnifying Party so assumes the defense of any such third-party Claim, the Indemnified Party shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise or settlement thereof, but the fees and expenses of such counsel employed by the Indemnified Party shall be at the expense of such Indemnified Party unless the Indemnifying Party has agreed to pay such fees and expenses;

(iv) If the Indemnifying Party elects to assume the defense of any third-party Claim, the Indemnified Party shall not pay or permit to be paid any part of any Claim or demand arising from such asserted liability unless the Indemnifying Party withdraws from or fails to prosecute the defense of such asserted liability, or unless a judgment is entered against the Indemnified Party for such liability (and the judgment is not a result of a delay in the Indemnified Party's giving an Indemnification Notice to the Indemnifying Party). If the Indemnifying Party does not elect to defend for reason other than that the Indemnifying Party disputes that the Indemnified Party is entitled to indemnification under this Asset Purchase Agreement, or if, after commencing or undertaking any such defense, the Indemnifying Party fails to prosecute such defense, the Indemnified Party shall have the right to undertake the defense or settlement thereof, at the Indemnifying Party's expense. In the event the Indemnified Party retains control of the third party Claim, the Indemnified Party will not settle the subject Claim without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld or delayed;

(v) If the Indemnified Party undertakes the defense of any such third-party Claim pursuant to Section 9 and proposes to settle the same prior to a final judgment thereon or to forgo appeal with respect thereto, then the Indemnified Party shall give the Indemnifying Party prompt written Notice thereof and the Indemnifying Party shall have the right to participate in the settlement, assume or reassume the defense thereof or prosecute such appeal, in each case at the Indemnifying Parties' expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle or compromise or consent to entry of any judgment with respect to any such third-party Claim (A) in which any relief other than the payment of money damages is or may be sought against the Indemnified Party or (B) which does not include as an unconditional term thereof the giving by the claimant, person conducting such investigation or initiating such hearing, plaintiff or petitioner to such Indemnified Party of a release from, other than any sums due pursuant to a settlement or judgment, all liability with respect to such third-party Claim and all other Claims or Actions (known or unknown) arising or which might arise out of the same facts; and

(vi) Any indemnification required by Section 9 for costs, disbursements or expenses of any Indemnified Party in connection with investigating, preparing to defend or defending any Claim, or Action shall be made by periodic payments by the Indemnifying Parties to each Indemnified Party during the course of the investigation or defense, as and when bills are received or costs, disbursements or expenses are incurred.

(e) The following terms, as used in this Asset Purchase Agreement, have the following meanings:

(i) "Action" means any legal action, lawsuit, investigation, hearing or proceeding, including any audit for taxes or otherwise;

(ii) "Authority" means any governmental, regulatory or administrative body, agency or authority, any court or judicial authority, any arbitrator, or any public, private or industry regulatory authority, whether international, national, federal, state, or local; and

(iii) "Loss or Losses" means any and all out-of-pocket loss, cost, payments, demand, penalty, forfeiture, expense, liability, judgment, deficiency, damage, diminution in value or Claim (including actual costs of investigation and attorneys' fees and other costs and expenses). For purposes of clarification, in no event will "Losses or Loss" be deemed to include any consequential damages or losses of a Party, and in no event will a Party be responsible to the other Party for any consequential damages or losses incurred by the other Party, except, in all such cases, if consequential damages or losses are awarded in connection with a third-party Claim.

10. Notices. Except as otherwise provided under this Asset Purchase Agreement, all notices given under this Asset Purchase Agreement ("Notices") shall be in writing and sufficient if delivered personally, sent by nationally recognized overnight courier or by registered or certified mail (postage prepaid, return receipt requested), or by facsimile with delivery confirmation as follows:

(a) If to Purchaser:

Robert F. Ryan, M.S, Ph.D.
2306 Falling Creek Road
Silver Spring, Maryland 20904-5267
Telephone: (240) 461-2027
Facsimile: (301) 388- 0937

With a copy to:

Mitchell J. Shapiro, Esq.
Shapiro & Shapiro, P.C.
1335 Rockville Pike

Suite 220
Rockville, Maryland 20852
Telephone: (301) 309-1775
Facsimile: (301) 309-2411

(b) If to Seller:

Nuvilex, Inc.
12510 Prosperity Drive

Suite 310
Silver Spring, Maryland 20904-1643
Attn: Kenneth L. Waggoner, Esq.
Telephone: (917) 595-2850
Facsimile: (917) 595-2851

With a copy to:

Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154
Attn: Mitchell Nussbaum, Esq.
Telephone: (212) 407-4159
Facsimile: (212) 407-4990

or to such other address as the Party to whom notice is to be given may have furnished to the other parties in writing in accordance with this Section 10. All such Notices or communications shall be deemed to be received: (i) in the case of personal delivery, internationally recognized overnight courier or registered or certified mail, on the date of such delivery; and (ii) in the case of facsimile or email, upon confirmed receipt.

11. Successors and Assigns. This Asset Purchase Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than the Parties and their respective successors and assigns, any remedy or Claim under or by reason of this Agreement or any term, covenant or condition hereof, and all the terms, covenants and conditions and agreements contained in this Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns. Purchaser shall have the right to assign any or all of its rights or to delegate any of its obligations under this Agreement on the express condition that Purchaser remain fully liable for the terms, covenants and conditions of this Agreement and the Settlement Agreement.

12. Commissions. Neither Party shall be responsible for any finder, broker, agent or other commissions or fees due by the other Party relating to this Agreement or the transactions contemplated by this Agreement.

13. Governing Law. This Agreement shall be construed under the internal laws of Maryland applicable to agreements to be performed wholly therein.

14. Mediation and Binding Arbitration. If a dispute arises relating to this Agreement or the termination thereof, claims for breach of contract or breach of the covenant of good faith and fair dealing, claims of discrimination or any other Claims under any federal, state or local law or regulation now in existence or hereinafter enacted, and as amended from time to time (“Dispute”), the Parties shall attempt in good faith to settle the Dispute through mediation conducted by a mediator to be mutually selected by the Parties. The Parties shall share the costs of the mediator equally. Each Party shall cooperate fully and fairly with the mediator, and shall attempt to reach a mutually satisfactory compromise of the Dispute.

If the Dispute is not resolved within 30 days after it is referred to the mediator, it shall be resolved through final and binding arbitration, as specified in this Section 14. Binding arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc. (“JAMS”), Greenbelt Resolution Center in Greenbelt, Maryland, for resolution by a single arbitrator acceptable to both Parties. If the Parties fail to agree to an arbitrator within 10 days of a written demand for arbitration being sent by one Party to the other Party, then JAMS shall select the arbitrator according to the JAMS Rules for Commercial Arbitration. The arbitration shall be conducted in accordance with the JAMS Rules for Commercial Arbitration. The award of such arbitrator shall be final and binding on the parties and may be enforced by any court of competent jurisdiction. In the event of arbitration to resolve a Dispute, the prevailing Party shall be entitled to recover its attorney’s fees and other out-of-pocket costs incurred in connection therewith from any non-prevailing Party involved therein.

15. Counterparts. This Agreement may be executed in one or more counterparts by original signature, facsimile signature or electronic signature transmission in .pdf format, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

16. Amendments. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by or on behalf of the Parties by their duly authorized representatives.

17. Waiver. No failure or delay on the part of any Party in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, covenant or agreement in this Agreement, nor will any single or partial exercise of any such right preclude any other (or further) exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive to or exclusive of, any rights or remedies otherwise available to a Party.

18. Construction. The Paragraph and Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. The words “include,” “includes” and “including,” when used in this Agreement, shall be deemed in each case to be followed by the words “without limitation.” The words “herein,” “hereof” and “hereunder” and words of similar import refer to this Agreement (including the Exhibits and Schedules hereto) in its entirety rather than any specific paragraph or section, unless the context otherwise requires. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

19. Prohibition and Enforceability. Any provision of, or the application of any provision of, this Agreement or any right, power, authority, discretion or remedy conferred by this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition. Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

20. Confidentiality. Subject to Section 6 above and except as may otherwise be required by applicable law or regulation, each Party hereby agrees to keep confidential and not disclose the terms and conditions of this Agreement; provided, however, that the foregoing shall not be deemed to prohibit either Party from disclosing: (i) any of the foregoing to: (x) any of its affiliates, members, managers, directors, officers, employees, agents, attorneys or representatives who need to know such information in order for such Party to be able to consummate the transaction contemplated hereby, (y) any Authority or other person from whom consent to the transaction contemplated hereby must be obtained; or (z) after the Closing, any permitted assignee or successor-in-interest of a Party; or (ii) to any third party the existence of this Agreement or the consummation of the transactions contemplated by this Agreement, including, without limitation, in the form of a press release or other public announcement; provided, however, that the initial press release and the initial public announcement of each Party shall each be of a form that is mutually approved by the Parties.

21. Entire Agreement. This Agreement (including all Exhibits and Schedules hereto) constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior representations, agreements, understandings and undertakings, whether written or oral, between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, Purchaser and Seller have caused this Asset Purchase Agreement to be signed by Purchaser and by a duly authorized officer as of the date first above written.

PURCHASER

ROBERT F. RYAN

By: /S/ ROBERT F RYAN

SELLER

NUVILEX, INC.

By: Kenneth L. Waggoner

Name: Kenneth L. Waggoner

Title: Chief Executive Officer

Schedule "A"

To the Asset Purchase Agreement between Nunataq, Ltd. and Nuvilex, Inc entered into as of September 19, 2014.

List of Transferred Assets

All rights, title and interest of Seller in and to the following assets:

1. Cinnational™ - alcohol sensitivity.
2. Talsyn™ - Talsyn CI™ - Bid™ - Bid™
3. Talsyn CIT™ - Scar Cream - Treatment of scars, erythema and keloids.
4. Talsyn Ageless (SN)™ - Anti-aging cream with clinically proven ingredients.
5. Talsyn-ECM™ - Mineral mist spray to rehydrate the skin.
6. Talsyn-AAT™ - Diminishes dark spots on the skin.
7. Talsyn-BQD™ - Body moisturizer.
8. Talsyn-UE™ - Cream that reduces dark circles under the eyes.
9. Talsyn-MCT™ - Cream for blemishes, irritation, dry skin and rashes.
10. Numadrem™ - Moisturizing lotion.
11. Cinnergen™ - Glucose maintenance product.

=

Schedule B

To the Asset Purchase Agreement between Nunataq, Ltd and Nuvilex, Inc. entered into as of September 19, 2014.

List of Encumbrances

None.

Exhibit A

To the Asset Purchase Agreement between Nunataq, Ltd and Nuvilex, Inc. entered into as of September 19, 2014

See attached Bill of Sale.

BILL OF SALE

This Bill of Sale ("Bill of Sale") is made as of the 19th day of September, 2014, by Nuvilex, Inc. ("Seller") in favor of Robert F. Ryan ("Purchaser").

WITNESSETH

WHEREAS, Seller and Purchaser entered into an Asset Purchase Agreement effective as of September 19, 2014 ("Agreement"); and

WHEREAS, the Agreement provides, among other things, that subject to, and upon the terms and conditions set forth in the Agreement, Seller shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase from Seller, all of the Transferred Assets (as defined in the Agreement).

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein and/or in the Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Seller hereby agrees as follows:

1. Capitalized terms used in this Bill of Sale shall have the same meaning as they have in the Agreement unless otherwise defined herein.

2. Effective as of the Closing Date, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all of Seller's right, title and interest in and to the Transferred Assets.

3. Seller hereby agrees that, from time to time after the delivery of this Bill of Sale, it will, following the reasonable request of Purchaser and without further consideration to Seller and subject to the terms and conditions of the Agreement, take such further action and execute and deliver such additional assignments, bills of sale, or other similar instruments as Purchaser may reasonably require to complete the transfer of the title or possession of the Transferred Assets to, or vest them in, Purchaser.

4. Notwithstanding anything to the contrary contained in this Bill of Sale, nothing contained in this Bill of Sale shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Agreement or any of the rights or obligations of Seller or Purchaser set forth in the Agreement. This Bill of Sale is intended only to effect the transfer of certain property and rights identified in and transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms of and conditions of the Agreement.

5. Subject to paragraph 6 below, nothing in this instrument, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than Purchaser any remedy or Claim.

6. The provisions of this Bill of Sale, which are intended to be binding upon Seller, its successors and assigns, and are for the benefit of Purchaser, its successors and assigns, and all rights hereby granted Purchaser, including the right to act for Seller, may be exercised by Purchaser, its successors and assigns.

7. To the extent there is any conflict between any provisions of this Bill of Sale and any provisions of the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed by its duly authorized officer as of the date first above written.

SELLER

NUVILEX, INC.

By: /s/ Kenneth L. Waggoner
Name: Kenneth L. Waggoner
Title: Chief Executive Officer

NUVILEX, INC.

CODE OF BUSINESS CONDUCT AND ETHICS

Introduction

Nuvilex, Inc. and its subsidiaries (“Company”) believe that the path to success comes from more than sound business judgments and carefully managed operations. It is also founded on the integrity of the Company’s business dealings, the trust employees have in each other, the respect employees show the persons with whom the Company does business and the Company’s reputation for honesty and forthrightness. The standards in this Code of Business Conduct and Ethics (“Code”) reflect that commitment. The Company expects every officer, director and employee of the Company to read and understand the Code, to adhere to both its letter and spirit and to understand its application to the performance of their business responsibilities.^[1]

This Code does not describe every practice or principle related to honest and ethical conduct. It addresses conduct that is particularly important to proper dealings with the people and entities with which employees interact, but reflects only a part of the Company’s commitment. The integrity and reputation of the Company depends on the honesty, fairness and integrity brought to the job by each person with whom the Company is associated. It is the responsibility of All Personnel to apply common sense, together with the highest personal ethical standards, in making business decisions where there is no stated guideline in the Code.

Personnel should not hesitate to ask questions about whether any particular conduct may violate this Code or voice concerns about its application or any areas that need clarification. Compliance procedures are detailed in Section 15 below. Personnel need to be alert to possible violations of this Code by others and should feel free to report suspected violations, without fear of any form of retaliation.

Violations of this Code will not be tolerated. Personnel who violate the standards in this Code may be subject to disciplinary action, up to and including termination of employment, and, in appropriate cases, civil legal action or referral for criminal prosecution.

1. Legal Compliance

The Company’s success depends upon each of its officers, directors and employees operating within legal guidelines and cooperating with local, national and international authorities. Compliance with both the letter and spirit of the law is essential. Accordingly, All Personnel need to understand the legal and regulatory requirements applicable to their work. While Personnel are not expected to know every detail of those laws, it is important that they recognize when to seek advice from the Company’s General Counsel.²^[2] Violation of domestic or foreign laws, rules and regulations may expose individuals, as well as Company, to the risk of civil and/or criminal penalties.

^[1] This Code applies to all officers, directors and employees, as well as independent contractors and consultants who provide services to Nuvilex, Inc. or its subsidiaries on a regular basis. At times, these individuals are referred to collectively as “Personnel” or “All Personnel”. Nothing in the Code alters the employment at-will policy of employees of the Company.

^[2] Hereinafter “General Counsel”.

If Personnel have questions on the law applicable to individual conduct or Company activities, they should first consult with the Company's General Counsel before proceeding.

2. Business Associate Privacy

Officers, directors and employees shall observe the confidentiality of non-public information they acquire by virtue of their employment by or association with the Company, including information concerning customers, suppliers, investors, business partners, agents, competitors, subsidiaries and other companies associated with the Company^[3] and other employees, except where the disclosure is approved by the Company's management^[4] or otherwise required by law. All financial information should be considered confidential and not subject to disclosure except through Management.

The Company's Business Associates and employees rely on the Company and its employees to protect their non-public personal and business information, even if the Company becomes privy to that information through normal business dealings and not by virtue of formal non-disclosure agreements. Their records are extremely confidential and should be used only for legitimate business purposes and then by only those Personnel with a business "need to know." Communications with Business Associates (including voice and data) or their records may be disclosed outside the Company only with the written consent of the Business Associate or with General Counsel's approval.

Personnel communicating directly with Business Associates about their relationship with the Company must properly authenticate a caller (or person sending an email) to ensure protection of confidential information and compliance with relevant laws and regulations. Personnel engaged in such communications should discuss the proper means of authentication with their supervisor. Although privacy is important and protected by law, if a Company employee suspects a Business Associate is using the Company's information or services for an unlawful or otherwise improper purpose, they should contact General Counsel immediately. Any Personnel who receives a subpoena, court order or other request for information from a law enforcement or other government agency should immediately contact General Counsel.

[3] Collectively, "Business Associates".

[4] Hereinafter "Management", which includes the Company's officers and others with significant management or supervisory responsibilities.

3. Conflicts of Interest

The performance by each officer, director and employee of the Company must at all times be in the best interests of the Company. Therefore, it is the policy of the Company that its officers, directors and employees not engage in any activities which conflict with the Company's business interests, which adversely affect the Company's reputation or relations with others or which interfere with the fulfillment by each such person of their job responsibilities. Such persons may not use their position of influence, information to which they have access as a result of their relationship to the Company or Company assets or resources for their personal gain of benefit or for the improper benefit of others.

A "conflict of interest" occurs when an individual's personal interest may interfere in any way with the performance of their duties or the best interests of Company. A conflicting personal interest could result from an expectation of personal gain now or in the future or from a need to satisfy a prior or concurrent personal obligation. Officers, directors and employees must be free from influences that conflict with the best interests of Company. Even the appearance of a conflict of interest where none actually exists can be damaging and should be avoided. Whether or not a conflict of interest exists or will exist can be unclear. Conflicts of interest are prohibited unless specifically authorized as described below.

(a) Scope

This policy applies to both on-the-job and off-the-job activities of all officers and employees, including those working on other than a full-time basis. It also applies to members of the Company's Board of Directors.

(b) Responsibility

Each of the persons noted in (a) above is responsible for compliance with the spirit and intent of this Code. Such personnel should discuss with their supervisor any situation which they believe might result in an actual or perceived conflict of interest.

Employees are encouraged to report any suspected conflict of interest to their supervisor or General Counsel. Supervisors should ensure that Personnel reporting to them are aware of their obligations under this policy and should provide specific guidance on its application to their organization's operations.

(c) Conflicts of Interest Specifics

The Company respects the privacy and individual rights of its officers, directors and employees in the conduct of their personal affairs. However, circumstances may arise in which the activities of any such individual conflict with the best interests of the Company, which adversely affect the Company's reputation or relations with others, or which interfere with each person's fulfillment of their job. Accordingly, such activities must be avoided, both on and off the job. It is the responsibility of each officer, director and employee to avoid any activity, association or interest which interferes with, or which may potentially interfere with, their exercise of independent judgment in the performance of their responsibilities with the Company and any activity which has the appearance of a conflict of interest, whether or not an actual conflict exists. For purposes of conflicts of interest, the activities of immediate family members of an officer, director or employee are considered the actions of that officer, director or employee. For that reason, care should be taken by All Personnel to ensure that appropriate precautions are taken.

Officers, directors and employees may not use their position with the Company, or their influence in or as a representative of the Company, for personal advantage or for the improper advantage of others. They also should not allow themselves to become personally obligated to any person or business enterprise which has, or is seeking to have, any dealings or relations with any company or with that company's employees that are associated or affiliated with the Company. Moreover, Company assets and resources may not be used directly or indirectly for the personal use or advantage of any officer, director or employee, or for the improper advantage of others.

It is not possible to list every circumstance that may give rise to a conflict of interest. These guidelines discuss only a few of the activities which may conflict with the best interests of the Company. All Personnel are expected to exercise good judgment in dealing with other situations as they may arise. Should any doubt exist regarding an actual or potential conflict of interest, they should seek guidance from their supervisor. Officers and Directors should consult with the Chief Executive Officer or with General Counsel. All Personnel should also report any suspected conflict of interest.

Four significant areas of potential conflicts of interest are Gifts and Entertainment, Outside Activities, Use of Company Information, and Personal Financial Affairs.

(i) Gifts and Entertainment

Gifts of more than nominal value, travel, loans, cash in any amount, excessive entertainment, services, favored treatment, or substantial or unusual accommodations of any nature may not be accepted by any officer, director or employee when to do so could possibly (1) place them in a position prejudicial or embarrassing to the Company, (2) interfere in any way with the impartial discharge of their duties, (3) reflect adversely on their integrity or that of the Company or (4) create an appearance of impropriety.

Subject to these restrictions, Personnel may accept gifts, meals, entertainment or other normal social amenities from customers, suppliers or other persons or concerns who do, or are seeking to do, business with the Company and from a competitor of the Company, so long as what is received has only nominal value, is not extravagant and conforms to the laws and customs of the country in which it is received. Cash in any amount may not be accepted under any circumstances. These guidelines apply to Company transactions everywhere in the world, even where a contrary practice is widely considered “a way of doing business.”

Officers, directors and employees may not make, or promise to make, any payment, gift or inducement^[5] to any individual or concern, if the making of such payment or gift violates any law, regulation or governmental decree, or is made for the purpose of attempting to influence an officer or employee of a customer, supplier, competitor or any other person or concern, or any officer, agent or representative of any federal, state, local or foreign government to take action in favor of the Company. Meals, gifts, tickets to athletic or cultural events, entertainment, etc. may be extended to customers, suppliers and other persons only as social amenities and only so long as they conform to the laws and customs of the country in which the expenditures is incurred. Bona fide political contributions are not prohibited, where such contributions are legal and support the Company’s long-term best interests.

The Company will not under any circumstances tolerate the solicitation, receipt or payment of kickbacks or unauthorized rebates.

The Company requires the inclusion of conflict of interest clauses in its contracts. The Company also requires the right to audit the contracting party for compliance with these clauses. Any exception must be approved by the Chief Executive Officer and General Counsel.

(ii) Outside Activities

Outside activities which may involve the inappropriate or unauthorized use of Company time, equipment, information or resources, which detract from job performance, which may adversely affect the Company’s reputation or public or government relations, or which might conflict in any material way with the best interests of the Company, require careful attention.

^[5] Examples of improper inducements would be a promise of future employment or consulting agreements, or favorable investment terms not available to the general public.

Officers, directors and employees are encouraged to participate in civil and political activities. However, those activities should not adversely affect the performance of Company responsibilities, the Company's reputation, or public or government relations. For such activities, including those where participation will be on Company time, which are approved in advance, or where participation is by Company accommodation, the officer, director or employee is not authorized to give any impression of being a representative of, or acting in any manner for or on behalf of, the Company. In addition, such persons should avoid becoming a party to actions which could in any way be interpreted as being in conflict with the best interests of the Company.

Self-employment, employment by others or partnership with others is permissible only if it does not adversely affect or conflict with the performance of Company responsibilities. Except as otherwise provided for in this Code, no officer, director or employee may have an ownership or other financial interest in any company or other organization dealing with, or seeking to deal with, the Company as a supplier, customer or otherwise, without the prior approval in writing of the Chief Executive Officer and General Counsel.

No officer, director or employee, without the prior approval of the Chief Executive Officer and General Counsel, may agree to serve as an officer or director of any company or other entity organized for profit which is not affiliated with the Company, if any of the following conditions exist:

- Its stock is available for public ownership through any channel;
- Its business pursuits are in competition with the Company or it has a business relationship with the Company;
- The holding of such position could reasonably be presumed to have an adverse effect on the Company, in any manner whatsoever; or
- The individual's performance of responsibilities with the Company could be adversely affected in any manner or to any degree.

An officer, director or employee who is a member of the board of directors of another company, but is in compliance with the foregoing guidelines, may nevertheless be confronted with a business decision which involves opportunities that compete with the Company's activities. Such person may also come into possession of information which could be used by, or be useful to, the Company and to the detriment of the company on whose board of directors the individual sits. In such situations, such person should seek legal advice on the proper way to handle the conflict.

(iii) Use of Company Information

The responsibility of each officer, director and employee to act in the best interests of the Company includes the proper use and protection of the Company's confidential, proprietary or sensitive information, including information which is designated as classified or highly confidential ("Confidential Information").^[6] Confidential Information is the exclusive property of the Company, and every officer, director and employee who has gained knowledge of it is required to hold the information in trust and must safeguard it.

Personnel should avoid situations in which their actions may be interpreted by others as using information of the Company for personal benefit or for the benefit of others, whether or not such is actually the case. In addition, Confidential Information discovered or developed by such individuals during their employment or association with the Company, whether in the course of employment or as a result of information gained while associated with the Company, is the property of the Company and, subject to applicable law, must be held in confidence by such persons and not disclosed without the prior permission of the Company.

While Management is responsible for determining whether or not Company information is confidential, it is impossible to mark or classify all such information. For this reason, officers, directors and employees are required to exercise caution and good judgment in discussing any aspect of the Company's business with others, including others working for the Company, in order to prevent the release to outsiders, or the unnecessary dissemination within the Company, of Confidential Information. Personnel may not use such information or disclose it to anyone without the prior permission of the Company, except as is necessary for the performance of their responsibilities.

The Company encourages its officers, directors and employees to give formal verbal, visual and written presentations, to outside organizations on subjects pertaining to activities in which the Company is engaged. However, such formal presentations require the prior approval of the Chief Executive Officer and prior review of the presentation materials by General Counsel. In preparing written presentations, Personnel may quote from all materials which have been published for general distribution. Company figures or statements not included in those materials should be used only with a high degree of discretion and with the approval of Management.

These obligations regarding the use of Company information continue even after the relationship between the Company and the officer, director and employee is terminated. The Company reserves the right to protect its legal rights when any Company information, whether or not it is Confidential Information, is used improperly by current or former officers, directors or employees.

^[6] See also Section 9 of this Code.

(iv) Personal Financial Affairs and Trading on Insider Information

Investments or financial transactions by officers, directors and employees, including those involving real property, should not involve the use of Company time, property or resources or the Company's Confidential Information. Personnel may not use any such information obtained while associated with the Company for the individual's financial gain or for the gain of others, both during that association and after it has ceased. In addition, officers, directors and employees are prohibited from holding a substantial financial investment in any company or other organization that deals with the Company as a supplier, contractor, purchaser or distributor, or one that competes with the Company.

The personal financial activities of officers, directors or employees should also not be of the type or circumstance where one could reasonably presume that the use of Company time, property, resources or information was used, whether or not that was the case. Personnel should avoid personal investments and financial transactions where it can reasonably be presumed that an opportunity exists for a conflict of interest to occur.

Likewise, personal transactions with the Company's suppliers, customers, contractors, purchasers, distributors or competitors may not involve the use of Company time, property, resources or information. Such transactions must be on non-preferential terms and independent of any relationship with the Company. Moreover, personal investments and transactions, including loans, with any company or person doing or seeking to do business with the Company as a supplier, customer, contractor, purchaser, distributor or competitor are prohibited unless such transactions are clearly non-preferential and independent of any relationship with the Company.

Insider trading is prohibited. The Company has adopted an Insider Trading Policy. It is the responsibility of all Personnel to adhere strictly to this Policy. In brief, no officer, director, consultant or employee of the Company may buy or sell stock or other securities of the Company or of other companies with which the Company has done or is doing business while in possession of "material" information about the Company or other company that has not yet been made generally known and was obtained in the course of Company business. In addition, no director, officer, consultant or employee of the Company who knows of any material non-public information about the Company may not communicate that information to any other person, including family and friends. Personnel must avoid situations where their actions could reasonably lead one to believe that they are using "inside" information for their own personal profit or that of their relatives, friends or others, whether or not such is the basis.

It is often difficult to determine what information should be considered “material.” Matters which are often considered “material” include results of preclinical studies or clinical trials or the timelines and expected duration of such studies, changes in previously announced earnings estimates or financial results which are significantly different from those which were generally anticipated, a significant increase or decline business, a significant decline in liquidity, major litigation developments, major public or private sales of additional debt or equity securities, potential major investments in the Company, changes in business plans, changes in business strategies, changes in normal and expected capital investment plans, major acquisitions or dispositions of assets or business operations, mergers, the creation of new subsidiaries, and top management or control changes.

Officers, directors and employees may own securities of publicly-owned companies which are regularly traded on the open market if they are not purchased as a result of confidential knowledge about Company dealings, relations or negotiations with such companies.

(d) Reporting Conflicts of Interest

All Personnel are required to promptly report the existence of any situation that may result in a conflict of interest or any circumstance which could give rise to the appearance of a conflict of interest, in violation of this Code. Failure to report the existence of a conflict or circumstances which could give rise to the appearance of a conflict is grounds for disciplinary action, up to and including termination.

Officers and directors are required to promptly report the existence of any conflict or potential conflict to the Chief Executive Officer and General Counsel, who will work together to resolve the issues. Other personnel are required to report the existence of any conflict or potential conflict to their manager or supervisor, who will work with General Counsel to resolve the issues.

4. Maintenance of Corporate Books, Records, Documents and Accounts; Financial Integrity and Internal Controls

The integrity of the Company's records and public disclosures depends on the validity, accuracy and completeness of the information supporting the entries to the Company's books of account. Therefore, the Company's corporate and business records should be completed accurately, completed and honestly. The making of false or misleading entries, whether they relate to financial results or to other financial information, is strictly prohibited. The Company's records serve as a basis for managing the business and are important in meeting the Company's obligations to its customers, suppliers, creditors, employees and others with whom it does business, including government agencies. As a result, it is important that the Company's books, records and accounts accurately and fairly reflect, in reasonable detail, the Company's assets, liabilities, revenues, costs and expenses, as well as all transactions and changes in assets and liabilities. The Company therefore requires that:

- No undisclosed or unrecorded fund or asset be established for any purpose;
- No entry be made in its books, records and accounts that intentionally hides or disguises the nature of any transaction or of any of the Company's assets, liabilities or holdings, or misclassifies any transactions as to accounts or accounting periods;
- Transactions be supported by appropriate documentation;
- The terms of all sales and other commercial transactions be reflected accurately in the documentation for those transactions and all such documentation be reflected accurately and completely in the Company's books, records and accounts;
- All Personnel comply with the Company's system of internal controls; and
- No cash, holdings or other assets may be maintained for any purpose in any unrecorded or "off-the-books" fund or in the accounts of another entity.

The Company's accounting records are also relied upon to produce reports for Management, stockholders and creditors, as well as for governmental agencies. These reports must provide full, fair, accurate, timely and understandable disclosures and fairly present the Company's financial condition and the results of its activities and operations. Personnel who collect, provide or analyze information for, or otherwise contribute in any way, in preparing or verifying these reports should strive to ensure that the Company's financial disclosures are accurate and transparent, and that these reports contain all of the information about the Company that would be important to enable stockholders and potential investors to assess the soundness and risks of the Company's business and finances, and the quality and integrity of the Company's accounting and disclosures. In addition:

- All Personnel may not take or authorize any action that would cause the Company's financial records or financial disclosures to fail to comply with generally accepted accounting principles, or other applicable laws, rules and regulations; and
- All Personnel must: (i) cooperate fully with the Company's accounting department and internal auditors, as well as the Company's independent public accountants and outside auditors and legal counsel; (ii) respond to their questions honestly and with candor; and (iii) provide them with complete and accurate information to help ensure that the Company's books and records, are accurate and complete.

Personnel who become aware of any actual or potential departure from these standards have the responsibility to report their knowledge promptly to their manager or supervisor.

5. Company Records; Records Retention

All Personnel are responsible for creating, using, storing and disposing of records in accordance with the needs of the business and in compliance with applicable federal, state and local laws and requirements. Records include not only documents but also information prepared and preserved in electronic media, such as e-mails, computer hard drives, telephone memories, CDs, fax machine memories and the like. All information contained in documents or stored on Company computers, fax machines and other Company equipment is the property of the Company and is subject to review by the Company at any time.

Company records must accurately and completely record Company business, and be kept in accordance with applicable laws and regulations. False, misleading, inaccurate or incomplete recordkeeping on Company business activities violates this Code and will subject personnel engaged in such recordkeeping to disciplinary action, up to and including termination of the individual's employment or other relationship with the Company.

Records should be retained in accordance with applicable laws and regulations, so long as they are necessary for the conduct of the Company's business activities and to protect the interests of the Company with regard to pending or potential investigations, claims and litigation. Retention periods will be designated for various categories of Company records, and each officer, director and employee is responsible for managing records in their possession, custody or control in accordance with those retention periods. Personnel are required to dispose of and discontinue retention of records which have been retained for their designated retention period and which are no longer necessary for the conduct of the Company's business activities or to protect the interests of the Company with regard to pending or potential investigations, claims and litigation.

In the event of an audit, an internal or external investigation into Company records, or an investigation, claim or lawsuit involving the Company, those records relevant to the audit, investigation, claim or lawsuit must be retained for that period of time designated by Management and General Counsel as necessary for its completion. Such records may not be disposed of without the prior approval of General Counsel.

6. Fair Dealing

The Company endeavors to outperform its competition fairly and honestly. Advantages over competitors are to be obtained through superior performance, not through unethical or illegal business practices. Acquiring proprietary information from others through improper means, possessing trade secret information that was improperly obtained, or inducing improper disclosure of confidential information from past or present employees of other companies is prohibited, even if motivated by an intention to advance the Company's interests. If information that may constitute a trade secret or other confidential information of another business is obtained by mistake, or if Personnel have questions about the legality of proposed information gathering, they should consult with the Company's Compliance Officer.^[7]

Personnel are expected to deal fairly with our customers, suppliers, employees and anyone else with whom such Personnel have contact in the course of performing their job. Personnel may not take unfair advantage of anyone through misuse of confidential information, misrepresentation of material facts or any other unfair dealing practices.

7. Protection and Proper Use of Company Assets

All Personnel are expected to protect the Company's assets and ensure their efficient use. Theft, carelessness and waste have a direct impact on the Company's profitability. Company property, such as office supplies, automobiles, computer equipment, phones and offices, are to be used for business purposes only. All Personnel need to be mindful of the fact that the Company retains the right to access, review, monitor and disclose any information transmitted, received or stored using the Company's electronic equipment (including e-mails), with or without an employee's or third party's knowledge, consent or approval. Any misuse or suspected misuse of the Company's assets must be immediately reported to the individual's manager or supervisor.

The Company's computer systems, network and electronic data are an essential part of the business. Their continuous availability and efficient use play a critical role in the Company's success. All Personnel should do their part to safeguard the integrity and confidentiality of the systems, the network and the electronic data processes stored in the Company's systems by protecting passwords, user IDs and access to all Company facilities.

^[7] The Company's Compliance Officer is its General Counsel, Kenneth L. Waggoner.

Due care and common sense should govern the use of the Company's computer systems, and access to the Company's electronic data; therefore, All Personnel should observe the following guidelines:

- Computer facilities and records are not to be used or accessed without authorization;
- Passwords, IDs and access to computer systems and facilities must be protected;
- Software, data or files may not be altered or destroyed without authorization;
- Software or data may not be downloaded, copied or installed without appropriate authorization;
- Only legally licensed software may be used, to protect against the spread of viruses and spy-ware; and
- Data is to be accessed on a need-to-know basis and such access should otherwise be restricted.

8. Intellectual Property

The Company values and encourages the protection of its intellectual property (such as patents, trade secrets, copyrights and trademarks) and proprietary information while simultaneously respecting the valid intellectual property rights of third parties. Intellectual property laws protect many materials used by the Company in the course of its business. Copyright laws protect materials such as computer software, music, artwork, audio and videotapes, books, presentations and training materials. Patent laws protect inventions and trade secret laws protect proprietary information. Trademark laws protect product and services names.

Personnel must not knowingly infringe on the valid intellectual property rights of others and must identify any agreements they have with past employers concerning protection of such rights. Personnel should direct any intellectual property questions or concerns to the General Counsel.

9. Confidentiality

One of the Company's most important assets is its Confidential Information.^[8] Officers, directors and employees who have received, or have access to, Confidential Information should take those steps necessary to keep such information confidential. Confidential Information may include, but is not limited to, business, marketing and service plans, financial information, databases, customer and investor data (including, for example, customer financial information), pricing strategies, personnel data, personally identifiable information pertaining to Company employees, independent contractors and consultants, customers or other individuals (including, for example, names, addresses, telephone numbers and social security numbers) and similar types of information provided to the Company by such individuals or organizations.

^[8] The Company's "Confidential Information" includes all of its confidential, proprietary or sensitive financial or other business information, and not just information which is designated as classified or highly confidential. See Section 3(c) (iii) of this Code.

Except when disclosure is authorized or legally mandated, Personnel may not share Company or Business Associate^[9] Confidential Information with third parties or others within the Company who do not have an appropriate business purpose for receiving that information. Unauthorized use or distribution of such information could also be illegal and result in civil liability and/or criminal penalties. In determining whether such information is authorized or legally required to be disclosed, Personnel should consult with the General Counsel.

All Personnel should also take care not to disclose Confidential Information inadvertently. Materials that contain Confidential Information, such as memoranda, notebooks, computer disks and laptop computers should be stored securely. Unauthorized posting or discussion of any information concerning the Company's business, financial data, strategies or plans, or prospects on the Internet, or that of a Business Associate, is prohibited. Personnel may not discuss such business, financial data, strategies or plans, or prospects in any "chat room," regardless of whether Personnel use their own name or a pseudonym. Personnel should also be cautious when discussing such information in public places like elevators, airports, restaurants and "quasi-public" areas, such as lobbies, retail areas, cafeterias or lunch rooms. Company emails, voicemails and other communications are presumed confidential and should not be forwarded or otherwise disseminated outside of Company, except where required for appropriate business purposes.

10. Provisions of Particular Applicability to Senior Financial Officers

The Company's Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Executive Vice Presidents and other senior finance and accounting Officers^[10] hold an important and elevated role in corporate governance in that they are uniquely capable and empowered to ensure that all interests are appropriately balanced, protected, and preserved. Because of this special role, such Senior Officers are bound to conduct themselves in accordance with the following principles and responsibilities:

- To act with honesty and integrity, avoiding actual or apparent conflicts of interest in personal and professional relationships;
- To provide information that is accurate, complete, objective, relevant, timely, and understandable to ensure full, fair, accurate, timely, and understandable disclosure reports and documents that the Company files with, or submits to, government agencies and in other public communications;
- To comply with the rules and regulations of federal, state, foreign and local governments, and other appropriate private and public regulatory agencies;

^[9] "Business Associates" includes customers, suppliers, investors, business partners, agents, competitors, subsidiaries and other companies associated with the Company. See Section 2 of this Code.

^[10] Collectively, the "Senior Financial Officers".

- To act in good faith and responsibly, with due care, competence and diligence, without misrepresenting material facts or allowing their independent judgment to be subordinated;
- To respect the confidentiality of information acquired in the course of their work except when they are authorized or otherwise legally obligated to disclose it. Confidential information acquired in the course of their work may not be used for personal advantage;
- To proactively promote and be an example of ethical behavior as a responsible Senior Officer among peers, in the work environment and in the community;
- To achieve the responsible use of and control over all assets and resources employed or entrusted to them;
- To be responsible for implementing and maintaining adequate internal control procedures for financial reporting, including disclosure controls; and
- To promptly report Code violations to the Compliance Officer.

11. International Business

The Company must abide by the letter and spirit of the laws, rules and regulations of countries in which it does business. The Company is committed to following not only the laws of the United States that deal with foreign business transactions (such as the Foreign Corrupt Practices Act (“FCPA”)), but also the laws of the host countries in which the Company has activities or in which it operates. Because cultural differences and local customs or laws may raise issues, prior to engaging in any international business in a country in which the Company is not currently operating, Personnel should first discuss these issues with Management and with General Counsel.

Payments the Company makes in the course of doing business internationally must: (i) reflect the value of the services actually provided; (ii) be made for proper business purposes; (iii) be made to legitimate business service providers; (iv) meet the requirements of the laws of the United States and of other countries where the Company is engaged in business activities; and (v) not be made in a country other than the country where the services are performed, unless supported by business and legal considerations that are fully documented.

One key law governing the conduct of Company business in other countries is the FCPA, which governs payments from companies in the United States and some foreign companies to foreign government officials and their agents and representatives. Generally, it is a violation of the FCPA to make payments or related offers, or to provide any other benefit, to or for the benefit of such officials, agents or representatives. Regardless of the particular customs of a foreign country, All Personnel must be particularly careful to follow Company standards, FCPA laws, local laws and the laws of the United States regarding doing business with non-U.S. officials or those officials' family members.

Personnel must never make payments to a third party where there is a belief or suspicion the payment may be passed to officials outside of the United States, or to other persons to improperly influence that person's decision-making to secure, retain or direct business for the Company. Personnel must not use an agent, contractor or other entity to make any payment that Company itself cannot make. Whenever the Company retains any agent in connection with foreign business, Personnel must make sure they can properly trace any funds provided to the agent to ensure that they are not used to make improper payments to government officials or their agents or representatives.

Compliance with the FCPA and other applicable laws and regulations concerning international business can be complicated. All questions should be directed to General Counsel for discussion and resolution.

12. Employee Relations

(a) Respectful Workplace

The Company is committed to providing a workplace that is free from verbal, physical, and visual forms of harassment so that everyone can work in a productive, respectful, and professional environment. Harassment in employment based on race, color, sex, creed, religion, age, marital status, national origin, citizenship, disability, veteran status, sexual orientation, or any other status or characteristic protected by local, state, or federal law is strictly prohibited. Personnel who violate this policy are subject to discipline, up to and including termination.

(b) Employee Privacy

Personnel have no right of privacy in information they send, receive, access or store on any of Company's computer systems, telephone systems or networks. Electronic message traffic that interferes with the network or its interconnected systems is prohibited. The Company reserves the right to review these forms of communications (including but not limited to Internet activity, email, instant messages or other electronic messages, computer storage and voicemail), as well as the right to inspect the Company workspace provided to Personnel, at any time.

(c) Personal Relationships at Work

Personal relationships in the workplace can result in actual and/or perceived conflicts of interest. The Company does not allow its Personnel to have a direct reporting or contractual relationship with any immediate family member, any relative, or any person who has a significant personal relationship with other Personnel. As with any other situation, the Company expects that its Personnel will not put themselves or the Company in a compromising position. Personnel should notify their manager or supervisor when involved in a personal relationship that could be considered a potential conflict of interest.

(d) Safety in the Workplace

The Company is committed to preventing workplace violence and to maintaining a safe work environment. Conduct that threatens, intimidates, or coerces other Personnel, a customer, a guest, or a member of the public at any time, including during off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including those that are based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law. All threats of or actual violence, both direct and indirect, should be reported in a detailed manner as soon as possible to a manager or supervisor, Management or General Counsel. The Company will promptly and thoroughly investigate all legitimate reports. The identity of the individual making a report will be protected to the extent practical. Personnel determined to be responsible for threats of or actual violence or other conduct that is in violation of this Code will be subject to prompt disciplinary action, up to and including termination.

(e) Drug/Alcohol Policy

The Company is committed to having a safe, healthy, and efficient work environment. Being under any influence of drugs or alcohol on the job poses safety and health risks, both to the user and to all those who work with the user. The Company complies with federal and state rules, regulations or laws that relate to the maintenance of a workplace free from illegal drugs and alcohol. As a condition of employment, All Personnel are required to abide by the terms of the Code and to notify Management of any conviction of any criminal drug or alcohol-related statute no later than five days after such conviction.

13. Media Contacts

If an officer, director or employee is contacted by the media in connection with the business of the Company or the activities of any of its employees, the media contact should be referred to General Counsel for handling of the response. Employees should not discuss Company matters with the media, absent expressed prior approval by Management.

14. Waivers

Waivers of any provision of this Code for officers, directors and Management may be authorized only by the Board of Directors. Such waivers may be disclosed to stockholders or in public filings, as required by applicable laws, rules and regulations. Requests for waivers of any provision of this Code by other Personnel should be directed to the Company Compliance Officer.

15. Compliance Standards and Procedures

(a) Compliance Resources; Hotline Number

To facilitate compliance with this Code, the Company has implemented a program of Code awareness, training and review. The Company's Compliance Officer will oversee this program. Except as otherwise indicated in other provisions of this Code, the Compliance Officer is the person to whom Personnel can address any questions or concerns with respect to potential violations of this Code. The Compliance Officer is responsible for the following:

- Investigating possible violations of the Code and bringing them to resolution;
- Training Personnel in Code requirements;
- Conducting periodic training sessions to refresh Personnel on becoming familiar with the Code;
- Monitoring compliance with the Code on both an informal and a formal basis, placing particular emphasis on the relationships between Personnel and third parties;
- Distributing copies of the Code to All Personnel, along with annual reminders, so that Personnel understand that they are responsible for reading, understanding and complying with the Code;
- Making recommendations to the Board of Directors to update the Code as needed to reflect changes in the law, in Company operations, in the Company's experience in complying with and enforcing the Code, and in recognized best practices, and then alerting Personnel to any such updates approved by the Board; and
- Otherwise promoting an atmosphere of responsible and ethical conduct within the Company.

Even though this Code provides that Personnel should bring questions and concerns to the attention of a supervisor or manager, there may be times when Personnel prefer to speak with someone else. In these instances, Personnel should feel free to discuss their questions and concern directly with the Compliance Officer. If Personnel are uncomfortable speaking with the Compliance Officer, for whatever reason, the Company has established a Compliance Hotline at + (949) 798-9986. Personnel may use this Hotline to ask questions about Company policy, to seek guidance on specific situations, or to report possible violations of the Code. Personnel who use the Hotline are not required to identify themselves, if they prefer not to remain anonymous. Whether Personnel identify themselves or remain anonymous, the contact with the Hotline will be kept strictly confidential, within the letter and spirit of this Code. The Company has developed a set of Compliance Hotline procedures to guide Hotline contacts and responses to Hotline inquiries, which are available to All Personnel.

(b) Clarifying Questions and Concerns; Reporting Possible Violations

It is Company policy that All Personnel have the unfettered opportunity to bring to the attention of any manager or supervisor, or the Compliance Officer, allegations of potential wrongdoing or other misconduct of any officer, director or employee, including, but not limited to: (i) potential violations of the this Code; (ii) potential violations of any laws or regulations; (iii) any actions considered unsound business practices; (iv) unsafe practices that jeopardize the health, welfare or safety of the employees or property of the Company or others; or (v) accounting, internal accounting controls or auditing matters.

Such concerns may include, but are not limited to: (i) corruption; (ii) violations of this Code; (iii) insider trading; (iv) bribery; (v) acceptance of gifts or entertainment outside the guidelines in this Code; (vi) theft of property; (vii) misuse of Company property, assets or facilities; or (viii) any activity that involves fraud, deceit or any other form of misconduct.

If Personnel encounter a situation, or are considering a course of action whose appropriateness is unclear, Personnel should discuss the matter promptly with their manager or supervisor, or the Compliance Officer. Personnel can also use the Compliance Hotline. Personnel need to understand that even the appearance of impropriety can be very damaging to the Company and should be avoided.

Personnel who become aware of potential wrongdoing, including a suspected or actual violation of this Code, have a responsibility to report it. A Violation Reporting Form which Personnel, at their option, may use is attached to this Code. Personnel are expected to promptly provide a specific description of the violation that they believe may have occurred, including any information about the persons involved and the date of the violation. Personnel who speak with their manager or supervisor, or with the Compliance Officer, or who contact the Compliance Hotline, can do so without fear of any form of retaliation. The Company will take prompt disciplinary action against anyone who retaliates against Personnel who make such a complaint, up to and including termination.

Managers and supervisors are required to promptly report any complaints or observations of potential wrongdoing, including violations of this Code, to the Compliance Officer. The Compliance Officer will investigate all reports promptly and with the highest degree of confidentiality that is possible under the specific circumstances, and move them to resolution. The cooperation of the complaining Personnel in the investigation is necessary and will be expected. As needed or as the law may require, the Compliance Officer may need to consult with the Audit Committee of the Board of Directors.

If the investigation indicates that a violation of this Code or some other wrongdoing has occurred, the Company will take such action it believes to be appropriate under the circumstances. If the Company determines that an individual working for or with the Company is responsible, that individual will be subject to disciplinary action up to and including termination and, in appropriate cases, civil action could result or the matter could be referred for criminal prosecution. Appropriate action may also be taken to minimize the risk of the wrongdoing or Code violation recurring.

16. Documentation.

Each officer, director and employee will be provided with this Code and will be required to sign a written acknowledgement of its receipt and his/her agreement to comply with it. The form of such acknowledgement is attached to this Code. This Code may also be amended by the Board of Directors from time to time, in which case All Personnel will be notified of the changes annually or at such other intervals as are deemed appropriate.

Approved and adopted by the Company Board of Directors on September 19, 2014.

ACKNOWLEDGEMENT OF CODE OF BUSINESS CONDUCT AND ETHICS

(To be placed in personnel file)

I hereby acknowledge receipt of a copy of the Company's Code of Business Conduct and Ethics on _____, 20__.

I also acknowledge that I have read and understand the intent and conditions within this Code of Business Conduct and Ethics and agree to abide by its terms. I also understand its compliance procedures and that I can seek guidance with regard to its application to my work in accordance with those procedures without fear of retribution.

I also understand that these guidelines will be used and modified at the discretion of Company.

Signed: _____

Printed Name: _____

Date: _____

VIOLATION REPORTING FORM

It is the Company’s policy that Personnel^[11] have the opportunity to bring to the attention of the Company concerns regarding possible wrongdoing or other misconduct by officers, directors or other Personnel, including, but not limited to: (i) potential violations of the Company’s Code of Business Conduct and Ethics ("Code"); (ii) potential violations of any laws or regulations; (iii) any actions considered unsound business practices; (iv) unsafe practices that jeopardize the health, welfare or safety of the employees or property of the Company or others; or (v) accounting, internal accounting controls or auditing matters.

Such concerns may include, but are not limited to: (i) corruption; (ii) violations of the Code; (iii) the recording of business or financial transactions that appear to be inaccurate, unethical or dishonest, or which deviate from generally accepted accounting practices; (iv) insider trading; (v) bribery; (vi) acceptance of gifts or entertainment outside the guidelines in the Code; (vii) theft of property; (viii) misuse of Company property, assets or facilities; or (ix) any activity that involves fraud, deceit or any other form of misconduct.

All Personnel who bring forward such concerns or who participate in any investigation of wrongdoing will be free from retaliation. The Company recommends use of this Reporting Form to report alleged wrongdoing. It should be sent or delivered to the Company’s Compliance Officer (General Counsel). Personnel also have the option of using the Company’s Compliance Hotline (+ (949)-278-9182). The identity of the reporting individual will be protected whichever complaint procedure is followed.

NAME, TITLE, AND LOCATION OF INDIVIDUAL(S) INVOLVED:

SUMMARY OF THE INCIDENT OR ALLEGED WRONGDOING BEING REPORTED:

Note: If additional space is needed, please attach another page.

NAME OF PERSON REPORTING:

(The employee’s name and signature may be left blank, at the employee’s option)

SIGNATURE OF PERSON REPORTING:

DATE OF THIS REPORT: _____

^[11] This reporting form is available for use by all officers, directors and employees, as well as independent contractors and consultants who provide services to the Company on a regular basis. At times, these individuals are referred to collectively as "Personnel" or "All Personnel." Nothing in this form or in the procedures discussed alters the employment at-will policy of employees of Nuvilex, Inc. and its subsidiaries ("Company").

NUVILEX, INC.

AUDIT COMMITTEE CHARTER

This Audit Committee Charter ("Charter") was adopted by the Board of Directors ("Board") of NuVilex, Inc. ("Company") on September 19, 2014.

Purpose

The Audit Committee of the Board ("Audit Committee") is established to oversee the accounting and financial reporting processes of the Company and the audits of its financial statements and to assist the Board in monitoring: (i) the integrity of the Company's financial statements; (ii) the qualifications and independence of the Company's independent auditors; (iii) the performance of the Company's internal audit function and independent auditors; and (iv) the compliance by the Company with legal and regulatory requirements.

The Audit Committee shall prepare the Audit Committee report required by the rules of the United States Securities and Exchange Commission ("SEC") to be included in the Company's annual proxy statement.

The Audit Committee shall exercise its business judgment in carrying out the responsibilities described in this Charter in a manner the Audit Committee members reasonably believe to be in the best interests of the Company and its stockholders. No provision of this Charter, however, is intended to create any right in favor of any third party, including any stockholder, officer, director or employee of the Company or any subsidiary thereof, in the event of a failure to comply with any provision of this Charter.

Audit Committee Membership

The Audit Committee shall have a minimum of three members who shall be appointed by the Board. The members of the Audit Committee shall meet the independence requirements of The NASDAQ Stock Market, LLC ("Nasdaq") and Rule 10A-3 under the Securities Exchange Act of 1934, as amended ("Exchange Act"). No member of the Audit Committee may have participated in the preparation of the financial statements of the Company or any current subsidiary of the Company at any time during the past three years. Each member of the Audit Committee shall be able to read and understand fundamental financial statements, including the Company's balance sheet, income statement and cash flow statement, as required by Nasdaq. The Board shall review these requirements on an annual basis to ensure continued compliance by the members of the Audit Committee. In addition, at least one member of the Audit Committee shall meet the financial sophistication requirements of Nasdaq and shall be an "audit committee financial expert" as defined by the SEC. No member of the Audit Committee may serve on the audit committee of more than three public companies, unless the Board has determined that such simultaneous service would not impair the ability of such member to effectively serve on the Audit Committee, as such determination is disclosed in the Company's annual proxy statement.

The members of the Audit Committee will be recommended for appointment by the Board to serve for such term or terms as the Board may determine or until earlier resignation, removal or death. Audit Committee members serve at the pleasure of, and may be replaced at any time by, the Board. All vacancies on the Audit Committee will be filled by the Board.

Meetings

The Audit Committee shall meet as often as it determines, but not less frequently than quarterly. The Audit Committee shall meet periodically with management, the internal auditors and the independent auditor of the Company, in separate executive sessions. The Audit Committee may request any officer or employee of the Company or the Company's outside counsel or independent auditor to attend a meeting of the Audit Committee or to meet with any members of, or consultants to, the Audit Committee.

Audit Committee Authority and Responsibilities

The Audit Committee shall have the sole authority to appoint, retain or replace the independent auditor (subject, if applicable, to stockholder ratification). The Audit Committee shall be directly responsible for the compensation and oversight of the work of the independent auditor (including resolution of disagreements between management and the independent auditor regarding financial reporting) engaged for the purpose of preparing or issuing an audit report or performing other audit, review or attest services for the Company. The independent auditor shall report directly to the Audit Committee. In addition, the Audit Committee shall be directly responsible for the appointment, compensation, retention and oversight of the work of any other registered public accounting firm engaged for the purpose of preparing or issuing an audit report or performing other audit, review or attest services for the Company. Each registered public accounting firm shall report directly to the Audit Committee.

The Audit Committee shall pre-approve all auditing services and permitted non-audit services (including the fees and terms thereof) to be performed for the Company by its independent auditor, subject to the *de minimus* exceptions for non-audit services described in Section 10A (i) (1) (B) of the Exchange Act which are approved by the Audit Committee prior to the completion of the audit.

The Audit Committee shall have the authority to engage independent counsel or other advisors, as it deems necessary or appropriate to carry out its duties. The Company shall provide for appropriate funding, as determined by the Audit Committee, for payment of compensation to the independent auditor or any other registered public accounting firm engaged for the purpose of preparing or issuing an audit report or performing other audit, review or attest services for the Company and to any advisors employed by the Audit Committee. The Company also shall provide appropriate funding, as determined by the Audit Committee, for payment of its ordinary administrative expenses that are necessary or appropriate for carrying out its duties.

So long as it is in compliance with applicable law and Nasdaq rules, the Audit Committee may form and delegate authority to any subcommittee comprised solely of Audit Committee members who are independent directors.

The Audit Committee shall have such other authority as shall be necessary or appropriate to effectuate its purposes as set forth in this Charter.

The Audit Committee shall make regular reports to the Board. The Audit Committee shall review and reassess the adequacy of this Charter annually and recommend any proposed changes to the Board for approval. The Audit Committee shall annually review the performance of the Audit Committee.

The Audit Committee, to the extent it deems necessary or appropriate, shall:

Financial Statement and Disclosure Matters

1. Review and discuss with management and the independent auditor the annual audited financial statements, including disclosures made in management's discussion and analysis, and recommend to the Board whether the audited financial statements should be included in the Company's Form 10-K;
2. Review and discuss with management and the independent auditor the Company's quarterly financial statements prior to the filing of its relevant Form 10-Q, including the results of the independent auditor's review of the quarterly financial statements;
3. Discuss with management and the independent auditor significant financial reporting issues and judgments made in connection with the preparation of the Company's financial statements, including any significant changes in the Company's selection or application of accounting principles;
4. Review and discuss quarterly reports from the independent auditors on:
 - (a) All critical accounting policies and practices to be used;
 - (b) All alternative treatments of financial information within generally accepted accounting principles ("GAAP") that have been discussed with management, ramifications of the use of such alternative disclosures and treatments and the treatment preferred by the independent auditor; and
 - (c) Other material written communications between the independent auditor and management, such as any management letter or schedule of unadjusted differences;
5. Discuss with management the Company's earnings press releases, including the use of "pro forma" or "adjusted" non-GAAP information, as well as financial information and earnings guidance provided to analysts and rating agencies;
6. Discuss with management and the independent auditor the effect of regulatory and accounting initiatives as well as off-balance sheet structures on the Company's financial statements;
7. Discuss with management and the independent auditor the Company's major financial risk exposures, and the steps management has taken to monitor and control such exposures, including the Company's risk assessment and risk management policies;

8. Discuss with the independent auditor the matters required to be discussed by Statement on Auditing Standards No. 114, "The Auditor's Communication With Those Charged With Governance," relating to, among other things, the conduct of the audit, including any difficulties encountered in the course of the audit work, any restrictions on the scope of activities or access to requested information, and any significant disagreements with management;
9. Review and discuss with management and the independent auditor the adequacy and effectiveness of the Company's internal controls, including any changes, significant deficiencies or material weaknesses in those controls reported by the independent auditor and any special audit steps adopted in light of significant control deficiencies, disclosures made to the Audit Committee by the Company's chief executive officer and chief financial officer during their certification process for the Form 10-K and Form 10-Q, and any fraud, whether or not material, that involves management or other Company employees who have a significant role in the Company's internal controls;

Oversight of the Company's Relationship with the Independent Auditor

10. Review the experience and qualifications of the senior members of the independent auditor's audit team;
11. Obtain and review a report from the independent auditor at least annually regarding: (a) the independent auditor's internal quality-control procedures; (b) any material issues raised by the most recent internal quality-control review, or peer review, of the firm, or by any inquiry or investigation by governmental or professional authorities within the preceding five years with respect to one or more independent audits carried out by the firm; (c) any steps taken to deal with any such material issues; and (d) all relationships between the independent auditor and the Company. With respect to clause (d), such report shall be a formal written statement delineating all relationships between the independent auditor and the Company, consistent with Independence Standards Board Standard 1, as required by Nasdaq.
12. Evaluate the qualifications, performance and independence of the independent auditor, including considering whether the firm's quality controls are adequate and the provision of permitted non-audit services is compatible with maintaining the firm's independence, and actively engaging in a dialogue with the independent auditor concerning any disclosed relationships between the independent auditor and the Company or services that may impact the objectivity and independence of the independent auditor, taking into account the opinions of management and internal auditors. The Audit Committee shall present its conclusions with respect to the independent auditor to the Board and may, if it so determines, recommend that the Board take appropriate action to oversee the independence of the independent auditor;
13. Ensure the rotation of the lead (or coordinating) audit partner having primary responsibility for the audit and the audit partner responsible for reviewing the audit as required by law. Consider whether, in order to assure continuing auditor independence, it is appropriate to adopt a policy of rotating the independent auditing firm on a regular basis;

14. Recommend to the Board policies for the Company's hiring of employees or former employees of the independent auditor who participate in any capacity in the audit of the Company;
15. Discuss with the independent auditor any issues on which the national office of the independent auditor was consulted by the Company's audit team and matters of audit quality and consistency;
16. Meet with the independent auditor and financial management prior to the audit to review planning and staffing, the scope of the proposed audit for the current year and the audit procedures to be utilized, and at the conclusion thereof, review such audit, including any comments or recommendations of the independent auditors;

Oversight of the Company's Internal Audit Function

17. Review the appointment and replacement of the head of internal auditing;
18. Review the significant reports to management prepared by the internal auditing department and management's responses;
19. Discuss with the independent auditor and management the internal audit department responsibilities, budget and staffing, the audit plan and any recommended changes in the planned scope of the internal audit;

Compliance Oversight Responsibilities

20. Obtain assurance from the independent auditor that Section 10A (b) of the Exchange Act has not been implicated;
21. Obtain reports from management, the Company's head of internal auditing and the independent auditor that the Company and its subsidiary/foreign-affiliated entities are in conformity with applicable legal requirements and the Company's Code of Business Conduct and Ethics;
22. Review reports and disclosures of insider and affiliated party transactions. All related-party transactions must be approved by the Audit Committee;
23. Advise the Board with respect to the Company's policies and procedures regarding compliance with applicable laws and regulations and with the Company's Code of Business Conduct and Ethics;
24. Discuss with management and the independent auditor any correspondence with regulators or governmental agencies and any published reports that raise material issues regarding the Company's financial statements or accounting policies;
25. Discuss with the Company's outside legal counsel legal or regulatory matters that may have a material impact on the financial statements or the Company's compliance policies;

Complaints

26. Establish procedures for the receipt, retention and treatment of complaints received by the Company regarding the Company's accounting, internal accounting controls or auditing matters or matters of legal or regulatory concern; and
27. Establish procedures for the confidential, anonymous submission to the Audit Committee by employees of the Company, of concerns regarding questionable accounting or audit matters or matters of legal or regulatory concern.

The foregoing shall be common recurring duties and responsibilities of the Audit Committee. The Audit Committee may alter or supplement them as appropriate under the circumstances to the extent permitted by applicable law, SEC regulations or Nasdaq listing standards.

Limitation of the Role of the Audit Committee

While the Audit Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Audit Committee to plan or conduct audits or to determine that the Company's financial statements are complete and accurate and are in accordance with GAAP. Nor is it the duty of the Audit Committee to conduct investigations, to resolve disagreements, if any, between management and the independent auditor or to assure compliance with laws, regulations and Company policy. These matters are the responsibilities of management or the independent auditor or both.

NUVILEX, INC.

COMPENSATION COMMITTEE CHARTER

This Compensation Committee Charter ("Charter") was adopted by the Board of Directors ("Board") of NuVilex, Inc. ("Company") on September 19, 2014.

Purposes

The Compensation Committee of the Board ("Compensation Committee") is established to discharge the responsibilities of the Board relating to compensation of the Company's directors and executive officers. The Compensation Committee has overall responsibility for approving and evaluating director and executive officer compensation plans, policies and programs of the Company. The Compensation Committee is also responsible for producing an annual compensation committee report required by the rules of the United States Securities and Exchange Commission ("SEC") for inclusion in the Company's proxy statement for its annual meeting of stockholders.

The Compensation Committee should exercise its business judgment in carrying out the responsibilities described in this Charter in a manner the Compensation Committee members reasonably believe to be in the best interests of the Company and its stockholders. No provision of this Charter, however, is intended to create any right in favor of any third party, including any stockholder, officer, director or employee of the Company or any subsidiary thereof, in the event of a failure to comply with any provision of this Charter.

Compensation Committee Membership

The Compensation Committee shall consist of no fewer than two members. Each member of the Compensation Committee shall meet the independence requirements of The NASDAQ Stock Market, LLC ("Nasdaq"), shall qualify as an "outside director" as such term is defined in Section 162(m) of the Internal Revenue Code of 1986 and the regulations promulgated thereunder ("Section 162(m)"), or any successor provisions thereto, and shall qualify as a "non-employee director" as such term is defined in Rule 16b-3 of the Securities Exchange Act of 1934, as amended, and the regulations promulgated thereunder, or any successor provisions thereto. The members of the Compensation Committee will be recommended for appointment by the Board to serve for such term or terms as the Board may determine or until earlier resignation, removal or death. Compensation Committee members serve at the pleasure of, and may be replaced at any time by, the Board. All vacancies will be filled by the Board.

Meetings

The Compensation Committee shall meet as often as it determines, but not less frequently than twice per year. The Compensation Committee may request any officer or employee of the Company or the Company's outside counsel to attend a meeting of the Compensation Committee or to meet with any members of, or consultants to, the Compensation Committee.

Compensation Committee Authority and Responsibilities

The Compensation Committee shall have the authority to retain and terminate, on behalf of the Company, any compensation consultant to be used to assist the Compensation Committee in the evaluation of director, chief executive officer or other executive officer compensation and to approve the fees and other retention terms for any such consultant. In addition, the Compensation Committee shall also have the authority to retain, at Company expense (if applicable), and to obtain advice and assistance from, legal, accounting or other advisors in connection with the performance of its duties and responsibilities. The Compensation Committee shall oversee the work of any compensation consultant or other advisors retained by the Compensation Committee. The Company shall provide appropriate funding, as determined by the Compensation Committee, for payment of compensation to any compensation consultant or other advisors retained by the Compensation Committee and of ordinary administrative expenses of the Compensation Committee that are necessary or appropriate in carrying out its duties.

The Compensation Committee may select, or receive advice from, a compensation consultant, legal counsel or other adviser to the compensation committee, other than in-house legal counsel, only after taking into consideration the following factors:

- the provision of other services to the Company by the person that employs the compensation consultant, legal counsel or other adviser;
- the amount of fees received from the Company by the person that employs the compensation consultant, legal counsel or other adviser, as a percentage of the total revenue of the person that employs the compensation consultant, legal counsel or other adviser;
- the policies and procedures of the person that employs the compensation consultant, legal counsel or other adviser that are designed to prevent conflicts of interest;
- any business or personal relationship of the compensation consultant, legal counsel or other adviser with a member of the Compensation Committee;
- any stock of the Company owned by the compensation consultant, legal counsel or other adviser; and
- any business or personal relationship of the compensation consultant, legal counsel, other adviser or the person employing the adviser, with an executive officer of the Company.

Providing that it is in compliance with applicable law and Nasdaq rules, the Compensation Committee may form and delegate authority to any subcommittee comprised solely of Compensation Committee members who are independent directors.

The Compensation Committee shall have such other authority as shall be necessary or appropriate to effectuate its purposes as set forth in this Charter.

The Compensation Committee shall establish and monitor the basic philosophy and policies governing the compensation of the Company's directors and executive officers. The Compensation Committee will, at least annually, review and make recommendations to the Board with respect to the compensation of all directors and executive officers, including incentive compensation plans and equity-based plans.

The Compensation Committee will review, at least annually, and recommend for Board approval (or approve, where applicable) any substantive changes to the Company's director and executive officer incentive, compensation and benefit plans.

Specific duties and responsibilities of the Compensation Committee include, but are not limited to, the following:

1 . On at least an annual basis, to review and approve the corporate goals and objectives relevant to the chief executive officer's compensation, evaluate the chief executive officer's performance in light of those corporate goals and objectives, and recommend to the Board for determination, the chief executive officer's compensation level based on the Compensation Committee's evaluation. The chief executive officer may not be present during voting or deliberations relating to his/her compensation;

2 . On at least an annual basis, to review and approve the corporate goals and objectives relevant to the compensation of the other executive officers, evaluate those executives' performance in light of those corporate goals and objectives, and recommend to the Board for determination, the compensation levels for such executives based on the Compensation Committee's evaluation. In performing the evaluation of the compensation of executive officers, other than the chief executive officer, members of the Compensation Committee may meet with the chief executive officer during its deliberation, although the chief executive officer may not vote on the Compensation Committee's recommendations;

3. To review, consider and recommend to the Board for adoption the compensation, incentive and benefit plans of any director or officer as the Compensation Committee believes to be appropriate;

4 . To administer the stock-based compensation, incentive and benefit plans of the Company which have been, or may be in the future, adopted by the Company, which plans are required (by their terms or by law, rule or regulation) to be administered by the Compensation Committee or a committee of independent directors;

5 . To approve issuances under any stock option or purchase plan to be established or materially amended or other equity compensation arrangement made or materially amended, pursuant to which stock or options may be acquired by officers, directors, employees or consultants of the Company;

6 . To approve issuances under any stock option or purchase plan to be established or materially amended or other equity compensation arrangement made or materially amended, pursuant to which a person not previously an employee or director of the Company, as an inducement to the individual's entering into employment with the Company, may acquire stock or options;

7 . In consultation with management, oversee regulatory compliance with respect to compensation matters, including overseeing the Company's policies on structuring compensation programs to preserve tax deductibility, and, as and when required, establishing performance goals and certifying that performance goals have been attained for purposes of Section 162(m);

8 . To review and discuss with management the Compensation Discussion and Analysis ("CD&A") and related disclosures required by the SEC, and based on such review and discussion, recommend the final CD&A for inclusion in the Company's proxy statement for its annual meeting of stockholders;

9. To report at least annually to the Board;

10 . Annually, to review and reassess the adequacy of this Charter and recommend any proposed changes to the Board for its consideration as and while appropriate;

11. Annually, to review and evaluate the Compensation Committee's own performance; and

12. To perform such other duties as the Board may from time to time direct or as may be required by applicable laws rules and regulations.

Amendment

This Charter may be amended at any time by the Board. Any amendment must be disclosed as required by, and in accordance with, applicable laws, rules and regulations.

NUVILEX, INC.

NOMINATING COMMITTEE CHARTER

This Nominating Committee Charter ("Charter") was adopted by the Board of Directors ("Board") of Nuvilex, Inc. ("Company") on September 19, 2014.

Purpose

The Nominating Committee of the Board ("Nominating Committee") is established for the purpose of assisting the Board in its selection of individuals: (i) as nominees for election to the Board at the next annual meeting of the stockholders of the Company; or (ii) to fill any vacancies or newly created directorships on the Board.

The Nominating Committee should exercise its business judgment in carrying out the responsibilities described in this Charter in a manner the Nominating Committee members reasonably believe to be in the best interests of the Company and its stockholders. No provision of this Charter, however, is intended to create any right in favor of any third party, including any stockholder, officer, director or employee of the Company or any subsidiary thereof, in the event of a failure to comply with any provision of this Charter.

Committee Membership

The Nominating Committee shall consist of no fewer than two members. Each member of the Nominating Committee shall meet the independence requirements of The NASDAQ Stock Market, LLC ("Nasdaq"). The members of the Nominating Committee will be recommended for appointment by the Board to serve for such term or terms as the Board may determine or until resignation, removal or death. Nominating Committee members serve at the pleasure of, and may be replaced at any time by, the Board. All vacancies will be filled by the Board.

Meetings

The Nominating Committee shall meet as often as it determines, but not less frequently than twice per year. The Nominating Committee may request any officer or employee of the Company or the Company's outside counsel to attend a meeting of the Nominating Committee or to meet with any members of, or consultants to, the Nominating Committee.

Committee Authority and Responsibilities

The Nominating Committee shall have the sole authority to retain and terminate, on behalf of the Company, any search firm for the purpose of assisting the Nominating Committee in identifying candidates for Board membership and to approve the fees and other retention terms of any search firm. The Nominating Committee also shall have the authority to retain at Company expenses (if applicable) and to obtain advice and assistance from legal, accounting and other advisors in connection with the performance of its duties and responsibilities. The Company shall provide appropriate funding, as determined by the Nominating Committee, for payment of compensation to any search firm or other advisors retained by the Nominating Committee and of ordinary administrative expenses of the Nominating Committee that are necessary or appropriate in carrying out its duties.

So long as in compliance with applicable law and Nasdaq rules, the Nominating Committee may form and delegate authority to any subcommittee comprised solely of Nominating Committee members who are independent directors.

The Nominating Committee shall have such other authority as shall be necessary or appropriate to effectuate its purposes as set forth in this Charter.

Specific duties and responsibilities of the Nominating Committee include, but are not limited to, the following:

1 . To develop and revise as appropriate, for approval by the Board, selection criteria and qualification standards for Board nominees which reflect the Company's commitment to, at all times, maintain a Board comprised of directors who have personal and professional integrity, demonstrated exceptional ability and judgment, and who shall be effective, in conjunction with other nominees and directors, in collectively serving the long-term interests of the Company and its stockholders. The Company believes that having directors with relevant experience in business and industry and other areas is beneficial to the Board as a whole. Directors with such backgrounds can provide useful perspectives on significant risks and competitive advantages and understanding the challenges the Company faces;

2. To identify individuals believed to be qualified to become Board members, consistent with criteria approved by the Board and applicable laws and regulations, and to recommend to the Board the nominees to stand for election as directors at the annual meeting of stockholders or, if applicable, at a special meeting of stockholders. In the case of a vacancy in the office of a director (including a vacancy created by an increase in the size of the Board), the Nominating Committee shall recommend to the Board an individual to fill such vacancy either through appointment by the Board or through election by stockholders. In recommending candidates, the Nominating Committee shall take into consideration the selection criteria and qualification standards approved by the Board and such other factors as it deems appropriate. These factors may include judgment, skill, diversity, experience with businesses and other organizations of comparable size, the interplay of the candidate's experience with the experience of other Board members and the extent to which the candidate would be a desirable addition to the Board and any committees of the Board. In making such recommendations, the Nominating Committee should assure that the Board contains a majority of independent directors (as such term is defined by the Nasdaq listing standards);

3 . The Nominating Committee shall consider all candidates recommended by the Company's stockholders in accordance with the procedures set forth in the Company's annual proxy statement. The Nominating Committee may consider candidates proposed by management, but is not required to do so;

4. To develop lists of desirable director nominees and share information concerning the potential nominees and the process with the Board, soliciting input from other Board members;

5. To identify Board members qualified to fill vacancies on any committee of the Board (including the Nominating Committee) and to recommend that the Board appoint the identified member or members to the respective committee. In nominating a candidate for committee membership, the Nominating Committee shall take into consideration the criteria approved by the Board and the factors set forth in the charter of that committee, if any, as well as any other factors it deems appropriate, including, without limitation, the consistency of the candidate's experience with the goals of the committee and the interplay of the candidate's experience with the experience of other committee members;

6 . To evaluate the qualifications of nominees submitted by the Company's stockholders using the same selection criteria and qualification standards the Nominating Committee uses to evaluate other potential nominees;

7. To annually review the performance and contributions made by each director to the overall goals and objectives of the Company prior to the time such directors normally would be nominated for reelection. Members of the Nominating Committee, however, will not participate in deliberations about their own performance;

8. To extend to each prospective director nominee approved by the Board the invitation to stand for election to the Board. The Chairperson of the Nominating Committee normally will extend this invitation;

9 . To assist management in the preparation of the disclosure in the Company's proxy statement for its annual meeting of stockholders regarding director independence and operations of the Nominating Committee;

10. To report at least annually to the Board;

1 1 . Annually, to review and reassess the adequacy of this Charter and recommend any proposed changes to the Board for its consideration as and while appropriate;

12. Annually, to review and evaluate the performance of the Nominating Committee; and

1 3 . To perform such other duties as the Board may from time to time direct or as may be required by applicable laws, rules and regulations.

Amendment

This Charter may be amended from time to time by the Board. Any amendment must be disclosed as required by, and in accordance with, applicable laws, rules and regulations.

NUVILEX, INC.

INSIDER TRADING POLICY

This Insider Trading Policy (“Policy”) was adopted by the Board of Directors (“Board”) of Nuvilex, Inc. (“Company” and together with the Company’s subsidiaries, Bio Blue Bird AG, Australia Pty Ltd and Nuvilex Europe Ltd, “Nuvilex Group”) on September 19, 2014.

This Policy codifies the Company’s standards on trading and enabling the trading of the Company’s securities or securities of other publicly-traded companies while in possession of confidential information. This Policy is divided into two parts:

- Part I prohibits trading in certain circumstances and applies to all directors, officers, consultants and employees of the Company; and
- Part II imposes special additional trading restrictions on directors of the Company, “executive officers” of the Company as described in Rule 3b-7 under the Securities Exchange Act of 1934, as amended (“Exchange Act”), and all individuals designated as “officers” of the Company for purposes of Section 16 under the Exchange Act (“Section 16 Officers”) (collectively, “Covered Persons”). The Company can designate additional “Covered Persons” from time to time as described in Part II, Section 1.

PART I

***Insider Trading Prohibition for all Directors, Officers, Consultants
and Employees of the Nuvilex Group***

One of the principal purposes of the federal securities laws is to prohibit so-called “insider trading.” Simply stated, insider trading occurs when a person uses material non-public information obtained through involvement with the Company to make decisions to purchase, sell, give away or otherwise trade the Company’s securities or to provide that information to others outside the Company. The prohibitions against insider trading apply to trades, “tips” and recommendations by virtually any person, including all persons employed by the Company or its subsidiaries, if the information involved is “material” and “non-public.” These terms are defined in this Policy under Part I, Section 3 below. The prohibitions would apply to any director, officer, consultant or employee of the Company or its subsidiaries who buys or sells Company stock on the basis of material non-public information that he or she obtained about the Nuvilex Group, its customers, suppliers, consultants or other companies with which the Nuvilex Group has contractual relationships or may be negotiating transactions.

1. Applicability

This Policy applies to all transactions in the Company's securities, restricted stock, options and any other securities that the Company may issue, such as preferred stock, notes, bonds and convertible securities, as well as to derivative securities relating to any of the Company's securities, whether or not issued by the Company.

Part I of this Policy applies to all directors, officers, consultants and employees of the Nuvilex Group.

2. General Policy: No Trading or Causing Trading While in Possession of Material Non-public Information

(a) No director, officer, consultant or employee of the Nuvilex Group may purchase or sell any Company security, whether or not issued by the Company, while in possession of material non-public information about the Company. (The terms "material" and "non-public information" are defined in Part I, Section 3(a) and (b) below.)

(b) No director, officer, consultant or employee of the Nuvilex Group who knows of any material non-public information about the Company may communicate that information to any other person, including family and friends.

(c) In addition, no director, officer, consultant or employee of the Nuvilex Group may purchase or sell any security of any other company, whether or not issued by the Company, while in possession of material non-public information about that company that was obtained in the course of his or her involvement with the Nuvilex Group. No director, officer, consultant or employee of the Nuvilex Group who knows of any such material non-public information may communicate that information to any other person, including family and friends.

(d) For compliance purposes, no director, officer, consultant or employee of the Nuvilex Group should ever trade, tip or recommend securities (or otherwise cause the purchase or sale of securities) while in possession of information that the director, officer, consultant or employee of the Nuvilex Group has reason to believe is material and non-public unless the director, officer, consultant or employee of the Nuvilex Group first consults with, and obtains the advance approval of, the Compliance Officer (which is defined in Part I, Section 3(c) below).

(e) All directors, officers, consultants or employees of the Nuvilex Group must "pre-clear" all trading in securities of the Company in accordance with the procedures set forth in Part II, Section 3 below.

3. Definitions

(a) Materiality. Insider trading restrictions come into play only if the information that a director, officer, consultant or employee of the Nuvilex Group possess is "material." Information is generally regarded as "material" if it has market significance, that is, if its public dissemination is likely to affect the market price of securities, or if it otherwise is information that a reasonable investor would want to know before making an investment decision.

Information dealing with the following subjects is reasonably likely to be found material in particular situations:

- (i) significant changes in the Company's prospects;
- (ii) significant write-downs in assets;
- (iii) the timelines of preclinical studies or clinical trials;
- (iv) the results of preclinical studies or clinical trials;
- (v) scientific, medical or financial data relating to the Company's products or products under development;
- (vi) developments regarding significant litigation or government agency investigations;
- (vii) liquidity problems;
- (viii) changes in earnings estimates or unusual gains or losses in major operations;
- (ix) major changes in management;
- (x) a determination to declare a dividend;
- (xi) extraordinary borrowings;
- (xii) entry into or modification or termination of a significant contract;
- (xiii) proposed share issuances;
- (xiv) proposals, plans or agreements, even if preliminary in nature, involving mergers, acquisitions, divestitures, recapitalizations, strategic alliances, licensing arrangements, or purchases or sales of substantial assets; and
- (xv) public offerings.

Material information is not limited to historical facts, but may also include projections and forecasts. With respect to a future event, such as a merger or acquisition or development of a new product, the point at which negotiations or new product development plans are determined to be material is determined by balancing the probability that the event will occur against the magnitude of the effect the event would have on a company's operations or stock price should it occur. Thus, information concerning an event that would have a large effect on stock price, such as a merger, may be material even if the possibility that the event will occur is relatively small. When in doubt about whether particular non-public information is material, presume it is material.

Keep in mind that materiality is judged in hindsight, and while a development may not seem material at the time, if following its announcement to the public, the Company's stock price increases or decreases, a plaintiff's lawyer or the United States Securities and Exchange Commission ("SEC") will use this fact to demonstrate materiality. If you are unsure whether information is material, you should consult with the Compliance Officer before making any decision to disclose such information (other than to persons who need to know it) or to trade in or recommend securities to which that information relates.

(b) Non-public Information. Insider trading prohibitions come into play only when you possess information that is material and "non-public." The fact that information has been disclosed to a few members of the public does not make it public for insider trading purposes. To be "public" the information must have been disseminated in a manner designed to reach investors generally, and the investors must be given the opportunity to absorb the information. Even after public disclosure of information about the Company, you must wait until the close of business on the second trading day after the information was publicly disclosed before you can treat the information as public.

Non-public information may include:

- (i) information available to a select group of analysts or brokers or institutional investors;
- (ii) undisclosed facts that are the subject of rumors, even if the rumors are widely circulated; and
- (iii) information that has been entrusted to the Company on a confidential basis, until a public announcement of the information has been made and enough time has elapsed for the market to respond to a public announcement of the information (normally two trading days).

As with questions of materiality, if you are not sure whether information is considered public, you should either consult with the Compliance Officer or assume that the information is "non-public" and treat it as confidential.

(c) Compliance Officer. The Company has appointed Kenneth L. Waggoner, its Chief Executive Officer, President and General Counsel, as the Compliance Officer for this Policy. In the event that the Compliance Officer is not available or desires to effect a transaction in Company securities for which pre-clearance or approval is required under this Policy, the Chief Financial Officer of the Company shall serve as the Compliance Officer. In the event that the Compliance Officer is unavailable and such information is cleared by the Chief Financial Officer, the Compliance Officer must be informed of such clearance as soon as possible. The duties of the Compliance Officer include, but are not limited to, the following:

- (i) assisting with implementation of this Policy;
- (ii) circulating this Policy to all directors, officers, consultants and employees of the Nuvilex Group and ensuring that this Policy is amended as necessary to remain up-to-date with insider trading laws;

- (iii) notifying Covered Persons and, if appropriate, other employees of the Nuvilex Group of the Company's imposition of a trading "blackout" period as described in Part II, Section 1 below;
- (iv) reviewing and approving Approved 10b5-1 Plans (as defined below) or revisions or amendments to such Plans, and referring such plans or revisions to such Plans to the Board or a duly appointed committee thereof for approval if required or otherwise appropriate, as described in Part II, Section 1(d) below; and
- (v) pre-clearing all trading in securities of the Company by all Covered Persons in accordance with the procedures set forth in Part II, Section 3 below.

4. Violations of Insider Trading Laws

Penalties for trading on or communicating material non-public information can be severe, both for individuals involved in such unlawful conduct and their employers and supervisors. Penalties may include jail terms, criminal fines, civil penalties and civil enforcement injunctions. Given the severity of the potential penalties, compliance with this Policy is absolutely mandatory.

(a) Legal Penalties. A person who violates insider trading laws by engaging in transactions in a company's securities when he or she has material non-public information can be sentenced to a substantial jail term and required to pay a penalty of several times the amount of profits gained or losses avoided.

In addition, a person who tips others may also be liable for transactions by the tippees to whom he or she has disclosed material non-public information. Tippees can be subject to the same penalties and sanctions as the tippees. The SEC has imposed large penalties even when the tipper did not profit from the transaction.

The SEC can also seek substantial penalties from any person who, at the time of an insider trading violation, "directly or indirectly controlled the person who committed such violation," which would apply to the Company and/or management and supervisory personnel. These control persons may be held liable for up to the greater of \$1 million or three times the amount of the profits gained or losses avoided. Even for violations that result in a small or no profit, the SEC can seek penalties from a company and/or its management and supervisory personnel as control persons.

(b) Company-imposed Penalties. Employees who violate this Policy may be subject to disciplinary action by the Company, up to and including dismissal for cause. Any exceptions to the Policy, if permitted, may only be granted by the Compliance Officer in writing and must be provided before any activity contrary to the above requirements takes place.

PART II

Additional Trading Restrictions on Covered Persons

1. **Blackout Periods**

(a) Persons Covered. All Covered Persons are prohibited from trading in the Company's securities during blackout periods. In addition, the Company may notify other employees of the Nuvilex Group that they are prohibited from trading in the Company's securities during blackout periods, in which event such notified persons shall also be considered "Covered Persons".

(b) Quarterly Blackout Periods. Trading in the Company's securities is prohibited during the period beginning at the close of the market on the fifteenth trading day prior to the end of each fiscal quarter and ending at the close of business on the second trading day following the date that the Company publicly discloses its financial results for the concluded fiscal quarter. During these periods, Covered Persons generally possess or may be presumed to possess material non-public information about the Company's financial results.

(c) Other Blackout Periods. From time to time, other types of material non-public information regarding the Company (such as negotiation of mergers, acquisitions or dispositions, new product developments, clinical trials, or other material events) may be pending and not be publicly disclosed. While such material non-public information is pending, the Company may impose special blackout periods during which all Covered Persons and certain other or all employees of the Nuvilex Group are prohibited from trading in the Company's securities. If the Company imposes a special blackout period, it will notify all affected individuals.

(d) Approved Rule 10b5-1 Plan. These trading restrictions do not apply to transactions by Covered Persons under a pre-existing written plan, contract, instruction or arrangement under Exchange Act Rule 10b5-1 ("Approved 10b5-1 Plan") that:

- (i) has been reviewed and approved at least thirty days in advance of any trades thereunder by the Compliance Officer and, in the case of a director or Section 16 Officer, by the Board or a duly appointed committee thereof (or, if an Approved 10b5-1 plan is to be revised or amended, such revision or amendment has been reviewed and approved by the Compliance Officer and, in the case of a director or Section 16 Officer, by the Board or a duly appointed committee thereof), at least thirty days in advance of any subsequent trades);
- (ii) was entered into in good faith by the applicable director, officer or employee at a time when he or she was not in possession of material non-public information about the Nuvilex Group; and
- (iii) gives a third party the discretionary authority to execute such purchases and sales, outside the control of the applicable officer, director or employee, providing such third party does not possess any material non-public information about the Nuvilex Group, or explicitly specifies the security or securities to be purchased or sold, the number of shares, the prices and/or dates of transactions, or other formula(s) describing such transactions.

(e) Stock Option Exercises. This Policy does not apply to the exercise of a stock option for cash or as a cashless exercise. The prohibitions of this Policy do apply, however, to any sale of shares of Company stock received upon exercise of an option in the open market, regardless of whether such sale is to pay the exercise price or for tax withholding.

(f) Net Settlement upon Vesting of Restricted Stock. This Policy does not apply to a surrender of shares to the Company or the retention and withholding from delivery to the applicable officer, director or employee of shares by the Company (*i.e.*, a so-called “net settlement”) upon vesting of restricted stock in satisfaction of any tax withholding obligations in a manner permitted by the applicable equity award agreement or the Company plan pursuant to which the restricted stock was granted.

2. Trading Window

Covered Persons are permitted to trade in the Company’s securities when no blackout period is in effect, subject to compliance with the pre-clearance procedure below. Generally this means that Covered Persons can trade during the period beginning on the third trading day following the date the Company’s financial results for the concluded fiscal quarter are publicly disclosed and ending on the fifteenth trading day prior to the end of each fiscal quarter. However, even during this trading window, a Covered Person who is in possession of any material non-public information should not trade in the Company’s securities until the information has been made publicly available or is no longer material. In addition, the Company may close this trading window if a special blackout period under Part II, Section 1(c) above is imposed and will re-open the trading window once the special blackout period has ended.

3. Pre-clearance of Securities Transactions

(a) Because Covered Persons are likely to obtain material non-public information on a regular basis, the Company requires all Covered Persons to refrain from trading, even during a trading window under Part II, Section 2 above, without first pre-clearing with the Compliance Officer, or in his absence, with the Chief Financial Officer, all transactions in the Company’s securities.

(b) Subject to the exemptions in subsection (d) below, no Covered Person may, directly or indirectly, purchase or sell (or otherwise make any transfer, gift, pledge or loan of) any Company security at any time without first obtaining prior approval from the Compliance Officer. These procedures also apply to transactions by such person’s spouse, other persons living in such person’s household and minor children and to transactions by entities over which such person exercises control.

(c) The Compliance Officer shall record the date each request is received and the date and time each request is approved or disapproved. Unless revoked, a grant of permission will normally remain valid until the close of trading two business days following the day on which it was granted. If the transaction does not occur during the two-day period, pre-clearance of the transaction must be re-requested.

(d) Pre-clearance is not required for purchases and sales of securities under an Approved 10b5-1 Plan. With respect to any purchase or sale under an Approved 10b5-1 Plan, the third party effecting transactions on behalf of the applicable Covered Person should be instructed to send duplicate confirmations of all such transactions to the Compliance Officer. In addition, pre-clearance is not required for stock option exercises and net issuances of restricted stock under the limited circumstances described in Part II, Sections 1(e) and 5(f) above.

4. Other Prohibited Transactions for Covered Persons

(a) Upon the Company becoming subject to the provisions of Section 306(a) of the Sarbanes-Oxley Act of 2002, directors and executive officers of the Company will be prohibited from trading in the Company's equity securities during a blackout period imposed under an "individual account" retirement or pension plan of the Company, during which at least 50% of the plan participants are unable to purchase, sell or otherwise acquire or transfer an interest in equity securities of the Company, due to a temporary suspension of trading by the Company or the plan fiduciary.

(b) Upon the Company becoming subject to the provisions of Section 16(b) of the Exchange Act, Section 16 Officers and directors of the Company, including each such person's spouse, other persons living in such person's household and minor children and entities over which such person exercises control, will be prohibited from engaging in the following transactions in the Company's securities, and the following Sections 4(b) (i)-(v) will become effective:

- (i) Short-term trading. Section 16 Officers and directors of the Company who purchase Company securities may not sell any Company securities of the same class for at least six months after the purchase. Note that in addition to this Policy, under Section 16(b) of the Exchange Act, any "short-swing profits" realized by a Section 16 Officer or director of the Company from a "matching" purchase and sale or "matching" sale and purchase of Company stock occurring within a six-month period would be subject to disgorgement to the Company. Note that under Section 16(b), the highest sale price is matched with the lowest purchase price in determining profit, and purchases and sales that result in a loss are ignored—meaning that under these rules, you could be deemed to have a profit to be disgorged even though you actually lose money on your trades in the aggregate. There is an active group of lawyers that track purchases and sales by Section 16 Officers and directors for violation of these rules. There is no defense to a violation of these rules.

- (ii) Short sales. Covered Persons may not sell the Company's securities short (sale of stock that the seller does not own or a sale that is completed by delivery of borrowed stock). Note that in addition to this Policy, Section 16(c) of the Exchange Act prohibits Section 16 Officers and directors of the Company from engaging in short sales.
- (iii) Options trading. Covered Persons may not buy or sell puts or calls or other derivative securities on the Company's securities.
- (iv) Trading on margin. Covered Persons may not hold Company securities in a margin account or pledge Company securities as collateral for a loan.
- (v) Hedging. Covered Persons may not enter into hedging or monetization transactions or similar arrangements with respect to Company securities.

ACKNOWLEDGMENT AND CERTIFICATION

The undersigned does hereby acknowledge receipt of the Company's Insider Trading Policy. The undersigned has read and understands (or has had explained) such Policy and agrees to be governed by such Policy at all times in connection with the purchase and sale of securities and the confidentiality of non-public information.

(Signature)

(Please print name)

Date: _____

NUVILEX, INC.

SOFTWARE POLICIES

The following Software Policies (“Policies”) were adopted by the Board of Directors (“Board”) of Nuvilex, Inc. (“Company”) on September 19, 2014.

The Company licenses the use of computer software from a variety of third parties. Such software is normally copyrighted by the software developer and, unless expressly authorized to do so, the Company and its employees have no right to make copies of the software. The purpose of the Policies is to prevent copyright infringement and to ensure proper software asset management.

1. General Statement of Policy

It is the policy of the Company to respect and adhere to all computer software copyrights and to adhere to the terms of all software licenses to which the Company is a party. It is also the policy of the Company to manage its software assets and to ensure that the Company and its employees install and use only legal software on personal computers (including portables) and servers. The Company will take all steps necessary to prohibit its users from duplicating any licensed software or related documentation for use either on the Company’s premises or elsewhere unless the Company is expressly authorized to do so by agreement with the licensor. The Company will not permit any employee to use software in any manner inconsistent with its applicable license agreement, including giving or receiving software from clients, contractors, customers and others. It is the policy of the Company to acquire, copy, distribute, transmit and use software in accordance with the software management policies of the Company and the terms and conditions in any license agreement accompanying a particular software product.

2. Budgeting and Acquisition of Software

When acquiring computer hardware, software and training, the Company must budget to meet the full costs at the time of acquisition. Legitimate and functional software will be provided to all users. Additional software may be provided to users based upon need and function. All requests for software, including upgrades, must be submitted for approval, purchasing and acquired from a reputable, authorized outlet. This policy applies to acquisitions of hardware that include bundled or pre-loaded software as well as software that may be downloaded and/or purchased from the Internet.

3. Registration, Installation and Storage of Software Licenses

When the Company or an employee of the Company receives purchased software, the registration should be completed using their nuvilex.com address so that the Company can track and account for all asset inventory. Due to personnel turnover, software should never be registered in the name of the individual user. After the registration requirements have been satisfied, the software can be installed by the Company or employees expressly authorized to do so. Such persons shall not do so unless and until the Company has first obtained an appropriate license for that software. Once installed, the original media and or license will be kept in a safe storage area maintained by the Company.

4, Required Set of Applications and Services

The Company maintains software, licenses and services for specific functional reasons and requires employees and designated contractors to operate within the defined guidelines. Within these guidelines is a set of required software to aid the Company in internal and external communication, collaboration and to protection of the intellectual property. This software includes the current and standardized version of Microsoft Office (Pro Plus), as well as data and system protection software, anti-virus software and a virtual collaboration framework. Install and support services for these software packages will be provided. Each employee is required to seek such assistance to make sure they are operating within the guidelines of this policy.

10. Copyrighted Material and Internet Usage

Unless otherwise noted, all software, music and audiovisual works found on the Internet shall be considered copyrighted works. Therefore, users are prohibited from downloading these files without permission from the copyright holder. Software programs or other files that are downloaded from the Internet must be scanned with virus detection software before installation or execution. All appropriate precautions should be taken to detect for a virus and, if necessary, to prevent its spread. Employees shall not place company material (copyrighted software, internal correspondence, etc.) on any publicly accessible Internet computer without prior permission. Usage and navigation of the Internet should be confined and restricted to business purposes while working the Company's hardware and with the Company's software.

11. Using Company Software on Home Computers

The Company's computers are organization-owned assets (which include software, communications, intellectual property, hardware, and public facing services) and are the sole property of the Company. Only software purchased through the procedures outlined above may be used on the Company's machines and networks. Users are not permitted to bring software or other copyrighted material from home and load it onto the Company's computers.

16. Discipline

Any infringing activity by an employee may be the responsibility of the individual as well as the Company. Therefore, the Company may choose to hold the employee liable for their infringement actions. According to the U.S. Copyright Act, illegal reproduction of software is subject to civil damages of as much as \$150,000 (Section 504(c)(1) Title 17) per title infringed and criminal penalties, including fines of as much as \$250,000 per title infringed and imprisonment of up to ten (Section 2319 (b) (2) Title 18) years. An employee who makes, acquires, or uses unauthorized copies of software will be disciplined as appropriate under the circumstances. Such discipline may include, but is not limited to, a reprimand for minor offenses or termination of employment for willful or repeat offenses. The Company does not condone the illegal duplication of software or other copyrighted works and will not tolerate it.

ACKNOWLEDGMENT AND CERTIFICATION

The undersigned does hereby acknowledge receipt of the Company's Software Policies. The undersigned has read and understands (or has had explained) these Software Policies and agrees to be governed by them at all times in connection with his/her employment with the Company.

(Signature)

(Please print name)

Date: _____