

**COLLABORATIVE RESEARCH MOU BETWEEN
EXOCEL BIO, INC. AND [_____]**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) dated [_____] (the “Effective Date”) is entered into by and between **EXOCEL BIO, INC.** at 3805 Old Easton Road, Suite 252, Doylestown, PA 18902 (hereinafter “Company”) and [_____], a [TYPE OF Physician] having an office at [_____] (hereinafter “Physician”) for the conduct of collaborative clinical studies involving the subject of THE USE OF EXOSOMES INPATIENTS utilizing the following: Exocel Bio REVIVE RENEW, REVEAL, or RESTORE product. (“EXOCEL BIO Product”).

WHEREAS, the studies contemplated by this MOU will be of mutual interest and benefit to Company and Physician and the general public; and

WHEREAS, the Physician shall from time-to-time administer the Company’s topical exosome products to Physician’s patients and in an effort to obtain objective skin or hair rejuvenation photos, the Physician shall utilize the EXOCEL BIO Product; and

WHEREAS, the parties desire to engage in collaborative research that will advance scientific knowledge and patient care through the use of EXOCEL BIO Product.

NOW THEREFORE, in consideration of the mutual premises and covenants set forth in this agreement and intending to be legally bound the parties hereby agree as follows:

The parties hereby agree as follows:

1. The EXOCEL BIO Product
 - 1.1. Physician to purchase initial product at market rate.
 - 1.2. Physician will select Patients for Before and After Photos and obtain a Patient Consent Form for photos.
 - 1.3. Physician will take Before Photos and agree to take After Photos at agreed upon intervals between Physician and Company.
 - 1.4. Physician will not use additional products on Patient, to isolate the results to the ExoCel Bio product only. Physician will make best efforts to take photos Before and After in same position, lighting, etc. to more effectively compare results.
2. Use of ExoCel Bio Product
 - 2.1. Physician agrees the use of exosomes per the FDA are topical use. Company or physician make no claims or collaboration on use of the product. Physician is an independent practitioner and understand the use of topical exosomes.
 - 2.2. Physician shall record such information over a minimum of two (2) months, with at least two (2) measurements per patient.
 - 2.3. Physician shall provide such data to Company.

3. Confidentiality of PHI: Physician will inform patients of HIPAA and advise when signing the Patient Consent Form. Physician shall ensure that the participants have signed Informed Consents and HIPAA Authorizations will allow the photographing of results.
4. Term & Termination:
 - 4.1. The term of this MOU shall begin on the Effective Date and shall end as detailed herein.
 - 4.2. Either party may terminate this MOU with or without cause upon 30 days prior written notice to the other party.
 - 4.3. Company may terminate this MOU at its discretion at any time in the event that Physician or no longer wishes to conduct the research activities detailed herein.
5. Data Ownership and Disclosure: Company will own Before and After Photos provided by Physician and may use them for any purpose in accordance with applicable laws.
6. Independent Contractor:
 - 6.1. Physician is an independent contractor for all purposes. Neither Physician, nor any agent, representative, contractor nor employee of Physician will be considered an agent, representative or employee of Company for any purpose including, but not limited to, workers' compensation insurance, unemployment insurance, social security insurance, federal and state taxes and Company employee benefits and coverages.
 - 6.2. Conduct and control of the work to be performed under this MOU by Physician lies solely with Physician.
 - 6.3. Physician may not incur any liability on Company's behalf nor bind Company to any contractual or payment obligation without the prior written consent of Company.
7. Miscellaneous:
 - 7.1. No Warranty: Any information, results, materials, services, resources, intellectual property or other property or rights granted, granted access to, or provided by Company to Physician pursuant to this MOU, including Company materials and Company support, are on an "as is" basis. Company makes no warranties of any kind, either expressed or implied, as to any matter including, but not limited to, warranty of fitness for particular purpose, merchantability, exclusivity, accuracy, integration, or results obtained from intellectual property, including but not limited to, any use of any intellectual property made or created under the MOU, nor shall Company be liable to Physician for indirect, special, or consequential damages including, but not limited to, loss of profits or inability to use, use properly, or use without errors, said intellectual property or any applications and derivations thereof. Company makes no warranties of any kind with respect to freedom from patent, trademark, or copyright infringement, informational content, accuracy, integration, or theft of trade secrets and does not assume any liability hereunder for any infringement of any patent, trademark, or copyright arising from the use of the intellectual property or rights granted or provided by it hereunder.
 - 7.2. Limitations of Liability. Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this MOU, shall be limited to the amount of direct damage actually incurred; and

in no event exceed One-Thousand Dollars (\$1,000). In no event shall any party be liable to the other party for any indirect, special, consequential, or punitive damages.

7.3. Choice of Law. This MOU shall be governed by and its provisions construed and enforced in accordance with the laws of the State of California, as applied to contracts between California residents, entered into and to be performed entirely within the State of California, without regard to the conflict of laws principles thereof.

EXOCEL BIO, INC.

[Physician]

By: _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____