

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

February 13, 2015

Date of Report (Date of earliest event reported)

NaturalShrimp Incorporated

(Exact Name of Registrant as Specified in Charter)

Nevada
(State or other jurisdiction of
incorporation)

000-54030
(Commission File
Number)

N/A
(IRS Employer Identification
No.)

2068 North Valley Mills Road
Waco, TX 76710

(Address of Principal Executive Offices)

(646) 653-1910

(Registrant's telephone number, including area code)

N/A

(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 (see General Instruction A.2. below):

- 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 240.14a-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))
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SECTION 1 – REGISTRANT’S BUSINESS AND OPERATIONS

Item 1.01. Entry into a Material Definitive Agreement

Subscription Agreement

Between February 13, 2015 and April 24, 2015, NaturalShrimp Incorporated, a Nevada corporation (the “Company”), entered into a form of Subscription Agreement (the “Agreement”) and consummated initial closings of a private placement offering of the Company’s common stock (the “Offering”). As of April 24, 2015 an aggregate of 1,960,477 shares of common stock had been sold to investors pursuant to the Agreement at a price of \$0.35 per share.

The Offering is being conducted by the Company on a “best efforts” basis wherein up to 7,142,858 shares of common stock (the “Shares”) at a price of \$0.35 per share, for an aggregate purchase price of \$2,500,000, may be sold. Each of the purchasers executed the Agreement, which was accepted by the Company at the initial closings, and each purchaser represented to the Company that such investor is an “accredited investor” as defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (the “Securities Act”). The Company intends to use the proceeds of the Offering for general corporate purposes, including working capital needs.

The foregoing description is qualified in its entirety by reference to the Agreement filed as Exhibit 10.1 attached hereto and incorporated herein by reference.

Employment Agreements

On April 1, 2015, the Company entered into employment agreements with each of Bill G. Williams, as the Company’s Chief Executive Officer, and Gerald Easterling as the Company’s President (each an “Employee”), effective as of April 1, 2015 (the “Employment Agreements”).

The Employment Agreements are each terminable at will and each provide for a base annual salary of \$96,000. In addition, the Employment Agreements each provide that the Employee is entitled, at the sole and absolute discretion of the Company’s Board of Directors, to receive performance bonuses. Each Employee will also be entitled to certain benefits including health insurance and monthly allowances for cell phone and automobile expenses.

Each Employment Agreement provides that in the event Employee is terminated without cause or resigns for good reason (each as defined in their Employment Agreements), the Employee will receive, as severance, Employee’s base salary for a period of 60 months following the date of termination. In the event of a change of control of the Company, Employee may elect to terminate the Employment Agreement within 30 days thereafter and upon such termination would receive a lump sum payment equal to 500% of the Employee’s base salary.

Each Employment Agreement contains certain restrictive covenants relating to non-competition, non-solicitation of customers and non-solicitation of employees for a period of one year following termination of the Employee’s Employment Agreement.

The foregoing description of the Employment Agreements does not purport to be complete and is qualified in its entirety by reference to the Employment Agreements, which are included as Exhibits 10.2 and 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

SECTION 3 – SECURITIES AND TRADING MARKETS

Item 3.02. Unregistered Sales of Equity Securities.

The information disclosed under Item 1.01 of this Current Report on Form 8-K with respect to the Company’s unregistered sale of the Shares is incorporated in its entirety into this Item 3.02.

In connection with the initial closings of the Offering, the Company sold and issued an aggregate of 1,960,477 shares of common stock to certain accredited investors for aggregate consideration of \$686,166.95. The Shares were issued in reliance on the exemption from registration afforded by Section 4(a)(2) and Regulation D (Rule 506) under the Securities Act and corresponding provisions of state securities laws for offerings to “accredited investors” as such term is defined in the Securities Act, based upon representations made by such investors.

SECTION 5 – CORPORATE GOVERNANCE AND MANAGEMENT

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

Employment Agreements

The information disclosed under Item 1.01 of this Current Report on Form 8-K with respect to the Employment Agreements is incorporated in its entirety into this Item 5.02.

SECTION 8 – OTHER EVENTS

Item 8.01 Other Events

On May 7, 2015, the Board of Directors of the Company adopted a Code of Ethics for the Company (the “Code”). The Code provides comprehensive ethical standards for all employees, officers and directors. The Code is attached hereto as Exhibit 14.1

SECTION 9 – FINANCIAL STATEMENT AND EXHIBITS

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Exhibit Description
10.1	Form of Subscription Agreement
10.2	Bill G. Williams Employment Agreement
10.3	Gerald Easterling Employment Agreement
14.1	Code of Ethics

SIGNATURES

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

NATURALSHRIMP INCORPORATED
a Nevada corporation

Dated: May 7, 2015

By: /s/ Bill G. Williams
Bill G. Williams
Chief Executive Officer

SUBSCRIPTION AGREEMENT

AN OFFERING OF COMMON STOCK

BY

NATURALSHRIMP INCORPORATED

Up to 7,142,858 Shares of Common Stock

Share Price \$0.35

Maximum Offering: \$2,500,000

**NATURALSHRIMP INCORPORATED
A NEVADA CORPORATION**

PO Box 760669

San Antonio, TX 78245-0669

888-791-9474

SUBSCRIPTION AGREEMENT INSTRUCTIONS

This Subscription Agreement (the "Agreement") relates to the purchase of shares of common stock, par value \$0.0001, of NaturalShrimp Incorporated (f/k/a Multiplayer Online Dragon, Inc.), a Nevada corporation (the "Company" or "NaturalShrimp Incorporated"), as described in the Restated Private Placement Memorandum dated March 12, 2015 (the "Private Placement Memorandum"). The purchase price is \$0.35 per share.

INSTRUCTIONS FOR SUBSCRIPTION:

- PLEASE READ CAREFULLY the Private Placement Memorandum which describes the securities which you are purchasing.
- PLEASE READ AND COMPLETE the attached Subscription Agreement.

Please be sure to:

- Fill in your name and other data requested on the first page.
 - Confirm (by choosing the appropriate boxes in the Subscription Agreement) that you are an Accredited Investor.
 - For non-U.S. Persons, confirm (by initialing the appropriate box in the Subscription Agreement) that you are not a U.S. Person as defined in Regulation S.
 - Complete all items on the signature pages.
- RETURN YOUR EXECUTED SUBSCRIPTION DOCUMENT together with your payment as follows:

By Check: Please return your Subscription Agreement and check in the amount of your investment made out to NaturalShrimp Incorporated at the following address:

**NaturalShrimp Incorporated
PO Box 760669
San Antonio, TX 78245-0669
Attn: Alexander Baez**

By Wire Transfer: Please return your Subscription Agreement via mail, electronic mail (nsaccounting@naturalshrimp.com) or facsimile (210.390.0802) and wire your investment with the following instructions:

To:

**EXTRACO BANKS, N.A.
P.O. BOX 7813
WACO, TX 76714
254.761.2035
ATTN: KATHLEEN GRAY
kgray@extracobanks.com
ABA #111900581
ACCT #20580320**

- IF YOUR PROPOSED INVESTMENT IS ACCEPTED, NATURALSHRIMP INCORPORATED WILL NOTIFY YOU OF THE ACCEPTANCE OF YOUR PROPOSED INVESTMENT. NaturalShrimp Incorporated retains the right to accept or reject any proposed investment in its sole discretion. The initial closing of the offering of Shares shall occur as soon as practicable after the Company has accepted the initial subscription(s) for the Shares.

**NATURALSHRIMP INCORPORATED
A NEVADA CORPORATION**

Subscription Agreement

Name of Subscriber: _____

Number of Shares Purchased: _____

Subscription Amount: _____

1. Subscription.

1.1 The undersigned hereby subscribes to purchase the number of shares set forth above of the common stock, par value \$0.0001 (the "Shares"), of NaturalShrimp Incorporated, a Nevada corporation (the "Company"), and agrees to pay for such Shares the amount set forth above in cash or by check, subject to the Company's acceptance of this subscription and execution and delivery of a copy of this Subscription Agreement signed by the Company. Upon the Company's acceptance of the undersigned's subscription, the Company may release funds from escrow against issuance of certificates representing the Shares purchased by the undersigned.

1.2 The initial closing of the offering of Shares (the "Initial Closing") will occur as soon as practicable after the Company has accepted the initial subscription(s) for the Shares. Prior to the Initial Closing, the undersigned's funds will be held in the Company's bank account. The Company may conduct one or more additional closings for subscriptions for Shares following the Initial Closing (each additional closing and the Initial Closing, a "Closing") until the date on which the maximum offering of \$2,500,000 in aggregate gross proceeds is sold, as described in the Private Placement Memorandum. If the undersigned's subscription is not accepted by the Company the undersigned's funds shall be returned to the undersigned without interest or deduction.

1.3 At or following a Closing, the Company will deliver to the undersigned participating at such Closing (i) a certificate representing the number of Shares purchased by the undersigned, and (ii) a copy of this Subscription Agreement executed by the Company .

2. Agreements and Understandings of the Undersigned. The undersigned agrees and understands that:

2.1. The Private Placement Memorandum describing the Company and the Shares, together with this Subscription Agreement (the "Investment Documents"), has been furnished to the undersigned prior to execution of this Subscription Agreement and the undersigned has read such materials and the Company's filings with the Securities and Exchange Commission ("SEC"), alone or with the undersigned's advisor(s), and has so reviewed such materials. The undersigned acknowledges that the Private Placement Memorandum supersedes any prior information provided to the undersigned.

2.2. If the undersigned has made any deposit, escrow or other payment in whole or in part toward the purchase of the Shares offered hereby before executing this Subscription Agreement, the undersigned may elect to either: (i) ratify the undersigned's investment and receive a credit in full for such payment by execution of this Subscription Agreement; or (ii) have returned on demand the full amount of such payment, less distributions received by the undersigned, if any, without any interest, at which time the undersigned will have no interest in or further obligation in regard to the Shares offered hereby with respect to such returned funds.

2.3. No Federal or state agency has made any finding or determination as to the fairness for investment, nor recommendation or endorsement, of the Shares.

2.4. The undersigned agrees: (a) to supply the Company with any and all information necessary so that the Company may satisfy any and all United States legal reporting requirements; and (b) to indemnify the Company for any liability incurred by the Company as a result of its failure to withhold any taxes or comply with any reporting requirements because the undersigned did not provide the necessary information to the Company to enable it to withhold the necessary taxes or fully comply with such requirements. Furthermore, if the undersigned is a foreign investor who fails to timely file U.S. Internal Revenue Service Form 4224 with the Company, the undersigned agrees, at the request of the Company, to execute any and all documents and instruments requested by the Company in order to consummate a sale or disposition of the Shares as required to comply with law.

2.5. If the undersigned is an organization (other than a cooperative described in Section 521 of the Internal Revenue Code of 1986, as amended) whose income from the Company will be exempt from United States income tax, the undersigned shall so advise the Company.

2.6. THE OFFERING OF THE SHARES IS NOT REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. AS SUCH THE UNDERSIGNED MUST BEAR THE ECONOMIC RISK OF THE INVESTMENT IN THE SHARES FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SHARES CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE COMPANY HAS BEEN PROVIDED WITH AN OPINION OF LEGAL COUNSEL TO THE HOLDER, IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY, THAT SUCH EXEMPTION IS AVAILABLE.

2.7. THE SHARES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE STATE OR JURISDICTION OF THE UNDERSIGNED'S RESIDENCE NOR HAS THE STATE OR JURISDICTION OF THE UNDERSIGNED'S RESIDENCE PASSED UPON THE ACCURACY OR ADEQUACY OF ANY INFORMATIONAL MATERIALS.

2.8. THE OFFERING OF SHARES NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF ANY INFORMATIONAL MATERIALS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

2.9. THE COMPANY RESERVES THE RIGHT TO APPROVE OR DISAPPROVE EACH INVESTOR, AND ACCEPT OR REJECT ANY OFFERS TO PURCHASE THE SHARES IN WHOLE OR IN PART IN THE COMPANY'S SOLE DISCRETION.

2.10. THE SALE OF THE SHARES WHICH IS THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE STATE OF NEVADA OR ANY OTHER STATE AND THE ISSUANCE OF SUCH SHARES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION OR IN THE ABSENCE OF AN EXEMPTION FROM SUCH QUALIFICATION IS UNLAWFUL. PRIOR TO ACCEPTANCE OF SUCH CONSIDERATION BY THE COMPANY, THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED OR AN EXEMPTION FROM SUCH QUALIFICATION BEING AVAILABLE.

2.11. THE SALE OF THE SHARES WHICH IS THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SHARES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SHARES IS EXEMPT FROM THE QUALIFICATION BY SECTION 25100, 25102, OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

2.12. The undersigned acknowledges that the Private Placement Memorandum and the Company's reports filed with the SEC include many forward-looking statements and projections concerning the Company and its business including without limitations statements concerning future expected revenues, anticipated expense levels, expected future capital needs, anticipated future market sizes, customer orders, manufacturing capabilities, key relationships, product development plans and regulatory requirements, and other matters. The undersigned acknowledges having reviewed the risk factors and cautionary language in the Private Placement Memorandum relating to such statements and understands that actual future results of the Company will likely differ from, and could be materially worse than, the results contemplated by such forward-looking statements and projections and that the Company has no obligation to update any of the information contained in the Private Placement Memorandum or the Company's SEC reports.

2.13. The undersigned acknowledges that (a) the Company has not attempted in any of its SEC reports and press releases filed or issued after the date of the Private Placement Memorandum to describe all of the intervening changes which may be material to an investment in the Shares and the Company has no obligation to do so; (b) the Company has not filed, and in the future may not file, in a timely fashion certain reports required to be filed with the SEC; and (c) the Company has offered to provide the undersigned with updated information which is not publicly available if you become a party to a non-disclosure and market stand-off agreement in order that we may comply with Regulation FD and insider trading rules and you have either declined such offer or else accepted such offer, signed such an agreement, and received such updated information.

3. Representations and Warranties of the Undersigned. The undersigned personally represents and warrants to the Company that:

3.1. The undersigned, if an individual, has reached the age of majority in the state or country in which the undersigned resides.

3.2. The undersigned intends to retain indefinitely, and has no present arrangement, understanding or agreement for disposing of the Shares and is purchasing such Shares solely for the account of the name(s) which appear below and not with a view to distribution as such term is used in the Securities Act of 1933, as amended.

3.3. If a trust, corporation, partnership, or other entity, the undersigned: (i) is duly organized and validly existing under the laws of the state of its formation; (ii) is duly authorized and empowered to purchase the Shares; (iii) was not organized exclusively for the purpose of acquiring the Shares and has an independent reason for existence beyond such investment; (iv) has duly authorized the signatory hereto to execute this Subscription Agreement on behalf of the undersigned, and, upon such execution, the Subscription Agreement and any related documents shall be a binding obligation of the undersigned; and (v) will, upon request of counsel to the Company, furnish evidence of the representations and warranties of this subparagraph, including certified copies of the certificate (articles) of incorporation, articles of (limited) partnership, or other creating or implementing documents. The undersigned further agrees to furnish upon request by the Company any other documents relating to authority to act on behalf of any other entity.

3.4. The undersigned is an "Accredited Investor" as defined in Regulation D under the Securities Act of 1933, as amended. The undersigned, either alone or together with the undersigned's financial advisors, has such knowledge and experience in financial and business matters that the undersigned is capable of evaluating the merits and risks of the prospective investment.

3.5. It has been called to the undersigned's attention that this investment involves a high degree of risk, and no assurances are or have been made regarding the economic advantages, if any, which may inure to the benefit of the undersigned as a result of acquiring the Shares. The economic benefit from an investment in the Shares depends on the ability of the Company to successfully conduct its business activities. The accomplishment of such goals in turn depends on many factors beyond the control of the Company or its management. Accordingly, the suitability for any particular investor of a purchase of the Shares will depend upon, among other things, such investor's investment objectives and such investor's ability to accept speculative risks, including the risk of a total loss of such investor's investment in the Shares. The undersigned and the undersigned's advisor(s), if any, have carefully reviewed and understand the risk of, and other considerations relating to, a purchase of the Shares.

3.6. The undersigned is able to bear the economic risks of this investment, is able to hold the Shares for an indefinite period of time, and has sufficient net worth to sustain a loss of the entire investment in the Company in the event such loss should occur.

3.7. The undersigned and the undersigned's advisor(s), if any, have relied only upon the information contained in the Investment Documents made available to the undersigned and the undersigned's advisor(s) in connection with the offering. Any other information concerning this offering, whether oral or written, may be incomplete or inaccurate. Only the Investment Documents are intended to be a complete description of the offering and its terms.

3.8. The undersigned has been given the opportunity to ask questions of and receive answers from the Company's representatives with respect to the offering of Shares and the Company, and the Company has answered all inquiries that the undersigned and the undersigned's advisor(s), if any, have made of it concerning the Company or any other matters relating to the business and proposed operation of the Company and the offer and sale of the Shares. No oral statement, printed material, or inducement which is contrary to the information contained in the Investment Documents has been given or made by or on behalf of the Company to the undersigned or the undersigned's advisor(s), if any.

3.9. All of the representations and information provided by the undersigned in this Subscription Agreement and any additional information which the undersigned has furnished to the Company with respect to the undersigned's financial position and business experience are accurate and complete as of the date that this Subscription Agreement was executed by the undersigned. If such representations or information shall become inaccurate prior to the sale of the Shares subscribed for herein to the undersigned, the undersigned will immediately furnish accurate and complete information concerning any such inaccuracies to the Company.

3.10. The undersigned represents, if the undersigned is subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), that in making the proposed investment the undersigned is aware of and has taken into consideration the diversification requirements of Section 404(a)(1)(C) of ERISA, and has concluded that the proposed investment is a prudent one.

3.11. The undersigned understands that the issuance of the Shares to the undersigned has not been registered under the Securities Act in reliance upon one or more specific exemptions therefrom, including Regulation D and/or Regulation S, which exemption depends upon, among other things, the accuracy of the undersigned's representations made in this Agreement. The undersigned understands that the Shares must be held indefinitely unless subsequently registered under the Securities Act and qualified under applicable state securities laws, or unless an exemption from such registration and qualification requirements is otherwise available. The undersigned acknowledges that the Company has no obligation to register or qualify the Shares for resale. The undersigned acknowledges that the Company will refuse to register any transfer of any Shares that is not made in accordance with the provisions of Regulation S, registered pursuant to the Securities Act or otherwise exempt from such registration. The undersigned further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and requirements relating to the Company which are outside of the undersigned's control, and which the Company is under no obligation and may not be able to satisfy. The undersigned has been independently advised as to the applicable holding period imposed in respect of the Shares by securities legislation in the jurisdiction in which the undersigned resides and confirms that no representation has been made respecting the applicable holding periods for the Shares in such jurisdiction and it is aware of the risks and other characteristics of the Shares and of the fact that the undersigned may not resell the Shares except in accordance with applicable securities legislation and regulatory policy.

3.12. **Regulation S; Non-U.S. Person Status.** For purposes of compliance with the Regulation S exemption for the offer and sale of Shares to non-U.S. Persons, if the undersigned is not a "U.S. Person," as such term is defined in Rule 902(k) of Regulation S, the undersigned has initialed the following representation (*please initial below if applicable*):

The undersigned is a person or entity that is outside the United States and is not a "U.S. Person," as such term is defined in Rule 902(k) of

Regulation S.¹

¹ Regulation S provides in part as follows:

- a. "U.S. Person" means: (i) any natural person resident in the United States; (ii) any partnership or corporation organized or incorporated under the laws of the United States; (iii) any estate of which any executor or administrator is a U.S. Person; (iv) any trust of which any trustee is a U.S. Person; (v) any agency or branch of a foreign entity located in the United States; (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and (viii) any partnership or corporation if: (A) organized or incorporated under the laws of any foreign jurisdiction; and (B) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act of 1933, as amended, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a)) who are not natural persons, estates or trusts.
- b. The following are not "U.S. Persons": (i) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States; (ii) any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person if: (A) an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate; and (B) the estate is governed by foreign law; (iii) any trust of which any professional fiduciary acting as trustee is a U.S. Person, if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person; (iv) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country; (v) any agency or branch of a U.S. Person located outside the United States if: (A) the agency or branch operates for valid business reasons; and (B) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (vi) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

If the undersigned is a non-U.S. Person, then the undersigned makes the following representations, warranties and covenants:

3.12.1. The undersigned is not acquiring the Shares for the account or benefit of a U.S. Person.

3.12.2. If the undersigned is a legal entity, it has not been formed specifically for the purpose of investing in the Company.

3.12.3. The undersigned hereby represents that he, she or it has satisfied and fully observed the laws of the jurisdiction in which he, she or it is located or domiciled, in connection with the acquisition of the Shares, including (i) the legal requirements of the undersigned's jurisdiction for the acquisition of the Shares, (ii) any foreign exchange restrictions applicable to such acquisition, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, which may be relevant to the holding, redemption, sale, or transfer of the Shares; and further, the undersigned agrees to continue to comply with such laws as long as he, she or it shall hold the Shares.

3.12.4. To the knowledge of the undersigned, without having made any independent investigation, neither the Company nor any person acting for the Company, has conducted any "directed selling efforts" in the United States as the term "directed selling efforts" is defined in Rule 902 of Regulation S, which, in general, means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the marketing in the United States for any of the Shares being offered. Such activity includes, without limitation, the mailing of printed material to investors residing in the United States, the holding of promotional seminars in the United States, and the placement of advertisements with radio or television stations broadcasting in the United States or in publications with a general circulation in the United States, which discuss the offering of the Shares. To the knowledge of the undersigned, the Shares were not offered to the undersigned through, and the undersigned is not aware of, any form of general solicitation or general advertising, including without limitation, (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, and (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

3.12.5. The undersigned will offer, sell or otherwise transfer the Shares, only (A) pursuant to a registration statement that has been declared effective under the Securities Act, (B) pursuant to offers and sales that occur outside the United States within the meaning of Regulation S in a transaction meeting the requirements of Rule 904 (or other applicable Rule) under the Securities Act, or (C) pursuant to another available exemption from the registration requirements of the Securities Act, subject to the Company's right prior to any offer, sale or transfer pursuant to clauses (B) or (C) to require the delivery of an opinion of counsel, certificates or other information reasonably satisfactory to the Company for the purpose of determining the availability of an exemption.

3.12.6. The undersigned will not engage in hedging transactions involving the Shares unless such transactions are in compliance with the Securities Act.

3.12.7 The undersigned represents and warrants that the undersigned is not a citizen of the United States and is not, and has no present intention of becoming, a resident of the United States (defined as being any natural person physically present within the United States for at least 183 days in a 12-month consecutive period or any entity who maintained an office in the United States at any time during a 12-month consecutive period). The undersigned understands that the Company may rely upon the representations and warranty of this paragraph as a basis for an exemption from registration of the Shares under the Securities Act of 1933, as amended, and the provisions of relevant state securities laws.

4. **"Accredited Investor" Status.** The undersigned falls within one of the following definitions of Accredited Investor.

For individuals: (Please initial the category that applies)

- _____ (a) The undersigned is a natural person whose individual net worth¹, or joint net worth with spouse, exceeds \$1,000,000 at the time of purchase of the Shares.
- _____ (b) The undersigned is a natural person who had an individual income in excess of \$200,000 in each of the last two years or joint income with spouse in excess of \$300,000 in each of those years and reasonably expects to reach the same income level in the current year.
- _____ (c) The undersigned is either a director, executive officer or general partner of the Company, or a director, executive officer or general partner of a general partner of the Company

The undersigned further certifies that: (i) the undersigned has the capacity to protect the undersigned's interests in this investment; (ii) the undersigned is able to bear the economic risks of this investment; and (iii) the amount of the investment does not exceed 10% of the undersigned's net worth or joint net worth with spouse.

¹ For purposes of this Subscription Agreement, "net worth" means the total amount of your assets, whether liquid or illiquid, such as cash, stock, securities, personal property and real estate based on the fair market value of such property, excluding the value of your primary residence, but including home furnishings and automobiles, and including property owned by a spouse, MINUS all debts and liabilities you have, other than the mortgage or other debt secured by your primary residence, unless the amount of any mortgage or other indebtedness secured by your primary residence exceeds the fair market value of the residence, in which case that excess liability should also be deducted from the total amount of your assets to determine your net worth. Any mortgage or indebtedness secured by your primary residence incurred within 60 days before the time of the sale of the Shares, other than as a result of the acquisition of your primary residence, should also be deducted from the total amount of your assets to determine your net worth.

For entities: (Please initial the category that applies)

- _____ (d) The undersigned is an institutional investor as provided in Rule 501(a)(1) of Regulation D under the Securities Act of 1933.
- _____ (e) The undersigned is a private business development company within the meaning of Section 202(a)(22) of the Investment Advisers Act of 1940.
- _____ (f) The undersigned is any organization described in Section 501(c)(3) of the Internal Revenue Code, not formed for the specific purpose of acquiring the Shares, with total assets in excess of \$5,000,000.
- _____ (g) The undersigned is a trust with total assets in excess of \$5,000,000, not formed for the special purpose of acquiring the Shares, whose investment is directed by a person described in Rule 506(b)(2)(ii) of Regulation D under the Securities Act of 1933.
- _____ (h) The undersigned is an entity owned entirely by any of the persons described in subparagraphs (a) through (g) above.

5. Acceptance and Conditions of Investment.

The undersigned agrees and is aware that:

5.1. The Company reserves the unrestricted right to reject any subscription, and no subscription will be binding unless and until accepted by it.

5.2. One or more of the following legends in substantially the following form, or such other form as is reasonably satisfactory to the Company, will be placed on any certificate(s) evidencing the Shares (for Shares that are not being offered pursuant to Regulation S, the Company may eliminate references to Regulation S from the legend):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND WERE OFFERED PURSUANT TO, AMONG OTHER EXEMPTIONS FROM REGISTRATION, A SAFE HARBOR FROM REGISTRATION UNDER REGULATION S PROMULGATED UNDER THE ACT. THE SHARES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE UNITED STATES OR TO U.S. PERSONS (AS SUCH TERM IS DEFINED IN REGULATION S), UNLESS THE SECURITIES ARE REGISTERED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS, OR SUCH OFFERS, SALES AND TRANSFERS ARE MADE PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THOSE LAWS AND THE ISSUER OF THESE SECURITIES HAS BEEN PROVIDED WITH AN OPINION OF LEGAL COUNSEL TO THE HOLDER, IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, TO THE EFFECT THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM REGISTRATION UNDER SUCH LAWS.

THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM AND THE ISSUER OF THESE SECURITIES HAS BEEN PROVIDED WITH AN OPINION OF LEGAL COUNSEL TO THE HOLDER, IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, TO THE EFFECT THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM REGISTRATION UNDER SUCH LAWS.

5.3. Stop transfer instructions will be placed with respect to the Shares so as to restrict resale or other transfer thereof subject to further items hereof, including the provisions of the legend set forth above.

5.4. Unless otherwise provided by law, the legend and stop transfer instructions described above will be placed with respect to any new certificate(s) or other document(s) issued upon presentment by the undersigned of certificate(s) or other document(s) for transfer.

6. Piggyback Registration Rights. Whenever the Company proposes to file a registration statement under the Securities Act with respect to an offering for its own account of any class of its equity securities (other than a registration statement on Form S-8 (or any successor form) or any other registration statement relating solely to employee benefit plans or filed in connection with an exchange offer, a transaction to which Rule 145 (or any successor provision) under the Security Act applies or an offering of securities solely to the Company's existing shareholders), then the Company shall in each case give written notice of such proposed filing to each holder of Shares as soon as practicable (but no later than 20 business days) before the anticipated filing date, and such notice shall offer each holder of Shares the opportunity to register up to twenty percent (20%) of the Shares held by such holder. A holder of Shares shall advise the Company in writing within ten business days after the date on which the Company's notice is so given, setting forth the number of Shares for which registration is requested, up to the maximum limit of twenty percent (20%) of such holder's Shares. If the Company's offering is to be an underwritten offering, the Company shall use its reasonable best efforts to cause the managing underwriter to permit each holder's Shares to be included in the registration for such offering on the same terms and conditions as any similar securities of the Company included therein. The piggyback registration right provided in this Section 6 in connection with an underwritten offering by the Company shall, unless the Company otherwise assents, be conditioned upon the participation by each such holder of Shares as a seller in such underwritten offering and each such holder's execution of an underwriting agreement with the managing underwriter selected by the Company. Notwithstanding the foregoing, if the managing underwriter of such offering delivers a written opinion to the Company that either because of (a) the kind of securities that the Company, such holders of Shares and any other persons or entities intend to include in such offering or (b) the size of the offering that the Company, such holders of Shares and any other persons or entities intend to make, the success of the offering would be materially and adversely affected by inclusion of the Shares, then (i) in the event that the size of the offering is the basis of the managing underwriter's opinion, the number of Shares to be registered and offered shall be reduced, on a pro rata basis as among the participating holders of Shares, as recommended by the managing underwriter and (ii) in the event that the combination of securities to be offered is the basis of such managing underwriters opinion, (x) the Shares to be included in such registration and offering shall be reduced as described in clause (i) above or (y) if such actions would, in the reasonable judgment of the managing underwriter, be insufficient to substantially eliminate the adverse effect that inclusion of the Shares requested to be included would have on such offering, such Shares will be excluded entirely from such registration and offering. Any Shares excluded from an underwriting shall, if applicable, be withdrawn from registration and shall not, without the consent of the Company, be transferred in a public distribution prior to the earlier of ninety (90) days (or such other shorter period of time as the managing underwriter may require) after the effective date of the registration statement or ninety (90) days after the date the holders of Shares are notified of such exclusion.

7. Accuracy of Information Given. The undersigned certifies that the undersigned has given the information contained herein to the best of the undersigned's knowledge and answers thereto are complete and accurate. The undersigned agrees that the foregoing representations and warranties shall survive the purchase of the Shares as well as any acceptance of this subscription for the Shares.

8. Indemnification. The undersigned acknowledges that the undersigned understands the meaning and legal consequences of the representations and warranties hereof, and hereby agrees to indemnify and hold harmless the Company, its affiliates, attorneys, accountants, agents, employees and any selling securityholder from and against any and all loss, damage or liability, including, without limitation, reasonable attorneys fees incurred as a result of such breach, due to or arising out of a breach of any such representations or warranties. This indemnification shall not require that the Company shall have been determined by any Federal, state or other authority or person to have qualified for any exemption from the registration provisions of Federal or state securities laws, rules or regulations.

9. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Nevada, without giving effect to the principles of conflicts of law. This Agreement may not be modified or amended except pursuant to an instrument in writing signed by the Company and the undersigned. In case any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties.

10. California Corporate Securities Law. THE SALE OF THE SHARES WHICH IS THE SUBJECT OF THIS SUBSCRIPTION AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SHARES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SHARES IS EXEMPT FROM QUALIFICATION BY SECTIONS 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

**NATURALSHRIMP INCORPORATED
A NEVADA CORPORATION**

Signature Page to Subscription Agreement

Name of Subscriber

Street

City, State, Zip Code

Phone Number

Email Address

\$ Amount of Subscription

Social Security Number / Taxpayer Identification Number

Status: () Individual () Corporation

() Trust () Partnership

() IRA () Other _____
(please describe)

Title to be Taken By (if not individual):

() Joint Tenant with _____
(name of co-tenant)

() Other (describe): _____

Signature

Date

THE FOLLOWING ACCEPTANCE IS TO BE COMPLETED BY THE COMPANY

The above Subscription Agreement is accepted and effective this _____ day of _____ 2015.

NATURALSHRIMP INCORPORATED
A Nevada Corporation

Signed: _____

By: _____

Title: _____

EMPLOYMENT AGREEMENT

This Employment Agreement (this "*Agreement*") dated as of April 01, 2015 (the "*Commencement Date*") is by and between NaturalShrimp Incorporated, a Nevada corporation ("*Employer*"), and Bill G. Williams ("*Employee*") and, together with Employer, the "*Parties*" and each individually, a "*Party*").

RECITALS:

A. Employer and Employee wish to enter into this Agreement so as to establish their understanding with respect to the employment of Employee by Employer as set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants contained herein, each Party agrees as follows:

1. **Employment Term.** This Agreement will remain in effect from the Commencement Date until this Agreement is properly terminated in accordance with its express terms (the "*Employment Term*").
 2. **Responsibilities and Authority.** Employer hereby employs Employee to serve as its Chief Executive Officer. In such capacity, Employee will have such duties and responsibilities as determined by Employer's Board of Directors consistent with the Employer's Bylaws and applicable law. If requested by Employer, Employee will serve as an officer or director of Employer or any affiliate of Employer without additional compensation.
 3. **Acceptance of Employment.** Employee accepts employment by Employer on the terms and conditions herein provided and agrees, subject to the terms of this Agreement, to devote all of Employee's full business time to Employer's affairs.
 4. **Compensation and Benefits.** As compensation for Employee's services hereunder, Employee will be entitled to the following:
 - 4.1 **Base Salary.** From and after the Commencement Date, Employee will receive a base salary at the rate of \$96,000 per annum ("*Base Salary*"). The Base Salary will be paid in substantially equal installments in accordance with Employer's regular payroll practices, as in effect from time to time, and subject to all appropriate withholdings. (See Exhibit A)
 - 4.2 **Bonus.** One or more bonuses may be paid to Employee at such times and in such amounts as may be determined in the sole discretion of Employer's Board of Directors. If awarded, payment of any such bonus will be subject to all appropriate withholdings.
 - 4.3 **Benefits.** Employee will be entitled to receive the benefits specified on Exhibit A ("*Benefits*"). In addition, Employer will reimburse Employee for all authorized expenses reasonably incurred or paid by Employee in connection with the performance of Employee's services under this Agreement upon presentation of expense statements or vouchers and such other supporting information as Employer may from time to time reasonably require or request ("*Reimbursable Expenses*").
 5. **Termination; Payments upon Termination.** This Agreement may be terminated upon the following terms:
-

5.1 Termination Upon Death. If Employee should die during the Employment Term, this Agreement will terminate on the date of death. All Base Salary through such date and any amounts owed for Reimbursable Expenses that Employee incurs through such date, as well as any previously awarded but unpaid bonuses, will be paid to Employee's designated beneficiary as promptly as practicable following the date of death. All Benefits will, unless otherwise expressly set forth on Exhibit A, otherwise provided by Employer policy applicable to its employees generally, or otherwise required by applicable law, terminate on the date of death.

5.2 Termination Upon Total Disability. Employer may terminate this Agreement because of Employee's Total Disability upon at least 30 days' prior notice to Employee, which notice will specify the effective date of termination. The Base Salary will continue to be paid to Employee through the date of termination, and any amounts owed for Reimbursable Expenses that Employee incurs through such date and any previously awarded but unpaid bonuses will be paid as promptly as practicable following termination. All Benefits will, unless otherwise expressly set forth on Exhibit A, otherwise provided by Employer policy applicable to its employees generally, or otherwise required by applicable law, terminate on the date of termination. "**Total Disability**" means an illness or other physical or mental disability of Employee that makes it impossible or impracticable for Employee to perform any of Employee's material duties and responsibilities hereunder (with whatever reasonable accommodation may be required by applicable law) for a period of at least six (6) months in the aggregate during any 12-month period during the Employment Term. If a disagreement arises between Employee and Employer as to whether Employee is suffering from Total Disability, such issue will be determined by a physician designated by a majority of Employer's Board of Directors. The Employee shall cooperate with and permit examination by such physician designated by the Employer's Board of Directors to evaluate whether he has suffered a Total Disability (but in no event shall the Employee be required to submit to any invasive or painful procedures). If Employee disagrees with the conclusion of such physician, then such physician and Employee's physician will choose a mutually acceptable physician to make such determination.

5.3 Termination by Employer With Cause. Employer will be entitled to terminate Employee's employment at any time for Cause. The Base Salary will continue to be paid to Employee through the date of termination, and any amounts owed for Reimbursable Expenses that Employee incurs through such date and any previously awarded but unpaid bonuses will be paid to Employee following termination, subject to Employer's right to offset against such sum the amount of any damages which Employer may suffer as a result of the actions of Employee constituting Cause. All Benefits will, unless otherwise required by applicable law, terminate on the date of termination. "**Cause**" will constitute any one of the following:

- (a) Employee's continued failure to perform substantially Employee's duties and responsibilities (other than a failure resulting from a Total Disability);
- (b) Employee engaging in willful, reckless, or grossly negligent misconduct that is materially injurious to Employer or any of its affiliates, monetarily or otherwise;
- (c) Employee is charged with a felony or a crime involving moral turpitude;
- (d) Employee commits an act of fraud, misappropriation, or personal dishonesty; and
- (e) Employee commits a breach of this Agreement and fails to cure such breach within 30 days from the date that Employer gives notice thereof to Employee identifying the provision of this Agreement that Employer has determined has been breached.

5.4 Termination by Employer Without Cause. Employer may at any time terminate Employee's employment without Cause. In such event, the Base Salary will continue to be paid through the date of termination, and any amounts owed for Reimbursable Expenses that Employee incurs through such date and any previously awarded but unpaid bonus will be paid to Employee promptly following termination. Employer will also continue pay Employee, as severance, the Base Salary for a period of 60 months following the date of termination. All Benefits will, unless otherwise expressly set forth on Exhibit A, otherwise provided by Employer policy applicable to its employees generally or otherwise required by applicable law, terminate on the date of termination.

5.5 Termination by Employee With Good Reason. Employee will be entitled to terminate Employee's employment at any time for Good Reason. In such event, the Base Salary will continue to be paid through the date of termination, and any amounts owed for Reimbursable Expenses that Employee incurs through such date and any previously awarded but unpaid bonus will be paid to Employee promptly following termination. Employer will also continue pay Employee, as severance, the Base Salary for a period of 60 months following the date of termination. All Benefits will, unless otherwise expressly set forth on Exhibit A, otherwise provided by Employer policy applicable to its employees generally or otherwise required by applicable law, terminate on the date of termination. For purposes of this Agreement, "**Good Reason**" shall exist upon the occurrence of any of the following events or matters, in each case without Employer first being in receipt of Employee's written consent thereto and Employer's failure to cure such occurrence within 30 days following Employee's written notice of the grounds constituting Good Reason (the "**Cure Period**"), and the period of time within which Employee shall be required to exercise a Good Reason termination of service shall be 30 days, measured from the expiration of the Cure Period:

(a) A material adverse change in, or a substantial elimination of the duties and responsibilities of Employee;

(b) A material breach by Employer of its obligations hereunder;

(c) a material reduction in Employee's Base Salary; or

(d) any refusal by Employer to permit Employee to engage in activities which do not violate Employee's obligations under Section 7 of this Agreement.

5.6 Termination by Employee Without Good Reason. Employee may at any time terminate Employee's employment without Good Reason. In such event, the Base Salary will continue to be paid to Employee through the date of termination, and any amounts owed for Reimbursable Expenses that Employee incurs through such date and any previously awarded but unpaid bonuses will be paid to Employee following termination. All Benefits will, unless otherwise expressly set forth on Exhibit A, otherwise provided by Employer policy applicable to its employees generally or otherwise required by applicable law, terminate on the date of termination.

5.7 Effect of Termination. Except as expressly provided in this Section 5 and except for the obligations set forth in Sections 6, 7 and 8, all further obligations of the Parties under this Agreement will terminate upon termination of Employee's employment with Employer.

6. Restrictive Covenants. Employee hereby acknowledges that, as a result of Employee's employment by Employer hereunder, Employee (just like Employer's other employees) will receive special training and education with respect to the operations of Employer's and/or Employer's affiliates' businesses and other related matters, and will obtain access to such persons' information concerning its business or affairs ("**Confidential Information**"), and business and professional contacts. In consideration of such Confidential Information and special and unique opportunities afforded by Employer and its affiliates to Employee as a result of Employee's employment (and because Employee similarly affords such Confidential Information and special and unique opportunities to its other employees), the Employee hereby agrees that Employee will not:

6.1 For one (1) year after Employer or any of its affiliates no longer employs Employee (the date on which such person no longer employs Employee is hereinafter referred to as the "**Employment Termination Date**"), directly or indirectly, alone or as a partner, joint venturer, officer, director, member, employee, consultant, agent, independent contractor, or equity interest holder of, or lender to, any person or business, provide services in a similar position or with similar duties or a similar type of work as provided to Employer, in competition with any business in which Employer or any of its affiliates is engaged as of the Employment Termination Date (a "**Competitive Business**"), and that is within a 10-mile radius of any location at which Employer or any of its affiliates engages in such business at the time Employee commences to engage in such competitive activity.

6.2 For one (1) year after the Employment Termination Date, directly or indirectly (i) induce any person that is a customer of Employer or any of its affiliates to enter into any Contract with or otherwise patronize any business directly or indirectly in competition with the Competitive Business conducted by Employer or any of its affiliates; (ii) canvass, solicit, or accept from any person who is a customer of Employer or any of its affiliates any such Competitive Business; or (iii) request or advise any person who is a customer, vendor, or lessor of Employer or any of its affiliates, to withdraw, curtail, or cancel any such customer's, vendor's, or lessor's business with Employer or any of its affiliates; *provided, however*, that a general solicitation or advertisement originating outside of, and not specifically targeted to or reasonably expected to target, the territory as to which Employee is restricted from engaging in such competitive business as provided above under this Agreement at such time, will not be deemed in and of itself to violate the prohibitions of (i) or (ii) of this [Section 6.2](#).

6.3 For the six (6) months after the Employment Termination Date, directly or indirectly employ, or knowingly permit any affiliate of Employee to employ, any person whom Employer or any of its affiliates employed within the prior six months.

6.4 For one (1) year after the Employment Termination Date, directly or indirectly (i) solicit for employment or other similar relationship with Employee, any of Employer's affiliates or any other person, any employee of Employer or any of its affiliates, or any person who was an employee of Employer or any of its affiliates, within the six-month period immediately preceding such solicitation of employment, other than such person (A) whose employment was terminated by the applicable person, or (B) who independently responded to a general solicitation for employment by Employer or Employer's affiliate; or (ii) induce, or attempt to induce, any employee of Employer or any of its affiliates, to terminate such employee's employment relationship with such person.

6.5 Employee will not use for Employee's personal benefit, disclose, communicate, divulge to, or use for the direct or indirect benefit of any person other than Employer or any of its affiliates any of such persons' Confidential Information. This [Section 6.5](#) will apply during and after the period when Employee is an employee of Employer or any of its affiliates and will be in addition to (and not a limitation of) any legally applicable protections of Employer's interest in Confidential Information, trade secrets and the like.

6.6 Any and all writings, inventions, improvements, processes, procedures advances, discoveries, works of authorship, and/or techniques ("**Developments**") that Employee may make, conceive, discover, or develop, whether or not patentable, copyrightable, or protectable under mask works legislation or trademark laws, either solely or jointly with any other person, at any time during the Employment Term, whether or not during working hours and whether or not at the request or upon the suggestion of Employer or any of its affiliates, that relate to or are useful in connection with any business now or hereafter carried on or contemplated by Employer or such affiliate, including developments or expansions of its present fields of operations, will be Employer's sole and exclusive property. Employee hereby assigns to Employer and/or Employer's nominees all of Employee's right, title, and interest in any Developments, and hereby irrevocably designates and appoints Employer and each of Employer's duly authorized officers and agents as Employee's agent and attorney-in-fact to act for and in Employee's behalf and stead to execute and file any document and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of Developments. Employee will make full disclosure to Employer of all such Developments and will do everything necessary or desirable to vest the absolute title thereto in Employer. Employee will write and prepare all specifications and procedures regarding such Developments and otherwise aid and assist Employer or any of its affiliates so that Employer or such affiliate, as the case may be, can prepare and present applications for copyright, letters patent therefor and can secure such copyright, letters patent, mask works, or trademark registrations, wherever possible, as well as reissues, renewals, and extensions thereof, and can obtain the record title to such copyright, letters patent, mask works, or trademark registrations so that Employer and/or its nominees will be the sole and absolute owner(s) thereof in all countries in which it may desire to have copyright, patent, mask work, or trademark protection. Employee will not be entitled to any additional or special compensation or reimbursement regarding any and all such Developments. These obligations will continue beyond the termination of employment for Developments that Employee conceives of or makes, in full or in part, during the Employment Term.

6.7 Notwithstanding the foregoing, the beneficial ownership of less than five percent (5%) of the equity interests of any person having a class of equity interests actively traded on a national securities exchange or over-the-counter market will not be deemed, in and of itself, to breach the prohibitions of this [Section 6](#). Employee agrees and acknowledges that the restrictions in this [Section 6](#) are reasonable in scope and duration and are necessary to protect Employer and its affiliates. If any provision of this [Section 6](#), as applied to either Party or to any circumstance, is adjudged by a governmental body, arbitrator, or mediator not to be enforceable in accordance with its terms, the same will in no way affect any other circumstance or the enforceability of the remainder of this Agreement. If any such provision, or any part thereof, is held not to be enforceable in accordance with its terms because of the duration of such provision, the area covered thereby, or the scope of the activities covered, the Parties agree that the governmental body, arbitrator, or mediator making such determination will have the power to reduce the duration, area, and/or scope of activities of such provision, and/or to delete specific words or phrases, and in its reduced form such provision will then be enforceable in accordance with its terms and will be enforced. The Parties agree and acknowledge that the breach of any provision of this [Section 6](#) will cause irreparable Damage to Employer and its affiliates and upon breach of any provision of this [Section 6](#), Employer and its affiliates will be entitled to injunctive relief, specific performance, or other equitable relief without bond or other security; provided, however, that the foregoing remedies will in no way limit any other remedies that Employer or its affiliates may have. Employer may, without notifying Employee, notify any subsequent employer of Employee of Employee's rights and obligations under this [Section 6](#).

7. CONFLICTS OF INTEREST.

7.1 Employee represents to Employer as follows: (a) there are no restrictions, agreements, or understandings, oral or written, to which Employee is a party or by which Employee is bound that prevent or make unlawful Employee's execution or performance of this Agreement, and (b) Employee does not have any business or other relationship that creates a conflict between the interests of Employee and Employer.

7.2 Employee recognizes and agrees that Employee owes Employer and its affiliates a fiduciary duty of loyalty, fidelity, and allegiance to act at all times in the best interests of Employer and its affiliates and to do no act which might injure the business, interests, or reputation of Employer or any of its affiliates. Employee's duty of loyalty will extend throughout the Employment Term and will continue following termination of this Agreement to the extent set forth in this Agreement and as recognized by applicable law. In keeping with Employee's fiduciary duty to Employer and its affiliates, Employee agrees that, during the Employment Term, Employee will not knowingly become involved in a conflict between his personal interests and those of Employer or any of its affiliates, and, upon discovery thereof, will not willfully allow such conflict of interest to continue. Employee agrees to disclose in writing to Employer any facts that could reasonably be expected to involve a material conflict of interest upon Employee's conscious awareness that such a material conflict could exist. Employee recognizes that it is impossible to provide an exhaustive list of actions or activities that constitute or might constitute a conflict of interest, but recognizes that these actions or activities may include the following:

- (a) ownership of more than a 5% interest in any supplier, contractor, customer, or other person that does business with Employer or any of its affiliates;
- (b) acting in any capacity, including as a director, officer, employee, partner, consultant, or agent, for any supplier, contractor, customer, or other person that does business with Employer or any of its affiliates;
- (c) acceptance, directly or indirectly, of payments, services, or loans (other than entertainment, gifts, or other sales incentives that may be furnished in the Ordinary Course of Business) from a supplier, contractor, customer, or other person that does business with Employer or any of its affiliates;
- (d) misuse or disclosure of information of any kind obtained through Employee's relationship with Employer; and
- (e) appropriation by Employee or diversion to any other person, directly or indirectly, of any business opportunity in which it is known or could reasonably be anticipated that Employer or its affiliates would be interested.

In further recognition of the fiduciary duties Employee owes to Employer and its affiliates, Employee agrees that all documentation that Employee provides to Employer will be accurate in all material respects, when taken as a whole and in light of the circumstances in which it was made.

8. Payments In Certain Circumstances Following a "Change in Control" of Employer.

8.1 "**Change in Control**" means (a) the acquisition, other than from Employer, by any individual, entity, or group of beneficial ownership of 50% or more of either the then outstanding shares of common stock of Employer or the combined voting power of the then outstanding voting securities of Employer entitled to vote generally in the election of directors; or (b) approval by the stockholders of Employer of (i) a reorganization, merger, consolidation, share exchange, or similar form of reorganization of Employer with respect to which the individuals and persons who were the respective beneficial owners of the common stock and voting securities of Employer immediately prior to such reorganization, merger, or consolidation do not, following such reorganization, merger, or consolidation, beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding equity interests and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the person resulting from such reorganization, merger or consolidation, (ii) a complete liquidation or dissolution of Employer, or (iii) sale or other disposition of all or substantially all of Employer's assets.

8.2 Subject to Section 8.3, upon the occurrence of a Change in Control, Employee may elect, within 30 days of such Change in Control, to terminate this Agreement by written notice to Employer and, in such event, will receive from Employer, within 30 days following the Employment Termination Date, a lump sum payment equal to 500% of the Base Salary then in effect. All payments made pursuant to this Section 8.2 will be in lieu of, and not in addition to, payments which would otherwise be made as a result of a termination without Cause pursuant to Section 5.4.

8.3 To the extent that any payment or distribution of any type to or for the benefit of Employee by Employer, any affiliate of Employer, any person who acquires ownership or effective control of Employer or ownership of a substantial portion of Employer's assets (within the meaning of Section 280G of the Code and the regulations thereunder), or any affiliate of such person, whether paid or payable or distributed or distributable under this Agreement or otherwise ("**Payments**"), is or will be subject to the excise tax imposed under Section 4999 of the Code (the "**Excise Tax**"), then Employee will be entitled to receive an additional payment (a "**Gross-Up Payment**") from Employer in an amount such that after payment by Employer of all taxes (including any interest or penalties imposed with respect to such taxes), including any income tax, employment tax, or Excise Tax, imposed upon the Gross-Up Payment, Employee retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments. The determination of whether the Payments are subject to the Excise Tax and, if so, the amount of the Gross-Up Payment, will be made by an accounting firm selected by Employer (the "**Accounting Firm**"). The Accounting Firm will provide its determination (the "**Determination**"), together with detailed supporting calculations and documentation, to the Parties within 20 days of the Employment Termination Date. If the Accounting Firm determines that no Excise Tax is payable by Employer with respect to the Payments, it will furnish the Employee with an opinion reasonably acceptable to Employee that no Excise Tax will be imposed with respect to any such Payments and, absent manifest error, such Determination will be binding, final and conclusive upon the Parties. To avoid misunderstanding, the intent of this Section 8.3 is for Employee to retain, after payment of all taxes associated with the Payments and the Gross-Up Payment, an aggregate amount that will equal the amount that Employee would have retained if Section 4999 had not applied to the Payments.

9. Miscellaneous.

9.1 Entire Agreement. This Agreement and the certificates, documents, instruments and writings that are delivered pursuant hereto constitutes the entire agreement and understanding of the Parties in respect of its subject matters and supersedes all prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof or the Transactions. Except as expressly contemplated hereby and except for Employer's affiliates, each of which will be deemed a third party beneficiary of all obligations of Employee under this Agreement, there are no third party beneficiaries having rights under or with respect to this Agreement.

9.2 Successors. All of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the Parties and their respective successors.

9.3 Assignment. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of Employer and Employee; provided, however, that Employer may (a) assign any or all of its rights and interests hereunder to one or more of its affiliates and (b) designate one or more of its affiliates to perform its obligations hereunder (in any or all of which cases Employer nonetheless will remain responsible for the performance of all of its obligations hereunder).

9.4 Notices. All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder will be deemed duly given if (and then three business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to Employer:

Natural Shrimp Incorporated

Attn: President/Secretary of the Board
2068 North Valley Mills Drive
Waco, Texas 76710
Tel: (972)951-8035
Fax: (254)741-0595
Email: geasterling@naturalshrimp.com

Copy to (which will not constitute notice):

Greenberg Traurig, L.L.P.

Attn: Michelle Rowe Hallsten, Esq.
1201 K Street, Suite 1100
Sacramento, California 95814
Ph: (916) 442-1111
Fax: (916) 448-1709

If to Employee:

Attn: Bill G. Williams
4800 Ridgeview
Waco, Texas 76710
Tel: (214) 207-5055
Email: billgwilliams@att.net

Either Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Either Party may change the address to which notices, requests, demands, claims, or other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

9.5 Specific Performance. Each Party acknowledges and agrees that the other Parties would be damaged irreparably if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, each Party agrees that the other Party will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its terms and provisions in any Action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which they may be entitled at law or in equity.

9.6 Arbitration. Any controversy or claim by either Party arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association by a single arbitrator to be located in Waco, McLennan County, Texas, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and shall not be appealable by either Party. Each Party shall be responsible for paying its respective costs relating to any arbitration pursuant to this Agreement, including any related attorneys fees.

9.7 Time. Time is of the essence in the performance of this Agreement

9.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

9.9 Headings. The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

9.10 Governing Law. This Agreement and the performance of the Parties' obligations hereunder will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law principles.

9.11 Amendments and Waivers. No amendment, modification, replacement, termination, or cancellation of any provision of this Agreement will be valid, unless the same will be in writing and signed by the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent such occurrence.

9.12 Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided that if any provision of this Agreement, as applied to any Party or to any circumstance, is adjudged by a governmental body, arbitrator, or mediator not to be enforceable in accordance with its terms, the Parties agree that the governmental body, arbitrator, or mediator making such determination will have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision will then be enforceable and will be enforced.

9.13 Expenses. Except as otherwise expressly provided in this Agreement, each Party will bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement and the Transactions including all fees and expenses of agents, representatives, financial advisors, legal counsel and accountants.

9.14 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement. Any reference to any federal, state, local, or foreign law will be deemed also to refer to law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The Parties intend that each representation, warranty, and covenant contained herein will have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached will not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.

9.15 Incorporation of Exhibits, Annexes, and Schedules. The Exhibits, Annexes, Schedules and other attachments identified in this Agreement are incorporated herein by reference and made a part hereof.

9.16 Remedies. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations, or remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies.

9.17 Electronic Signatures.

(a) Notwithstanding the Electronic Signatures in Global and National Commerce Act (15 U.S.C. Sec. 7001et seq.), the Uniform Electronic Transactions Act, or any other law relating to or enabling the creation, execution, delivery, or recordation of any Contract or signature by electronic means, and notwithstanding any course of conduct engaged in by the Parties, no Party will be deemed to have executed this Agreement or other document contemplated thereby (including any amendment or other change thereto) unless and until such Party shall have executed this Agreement or other document on paper by a handwritten original signature or any other symbol executed or adopted by a Party with current intention to authenticate this Agreement or such other document contemplated.

(b) Delivery of a copy of this Agreement or such other document bearing an original signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. “Originally signed” or “original signature” means or refers to a signature that has not been mechanically or electronically reproduced.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

EMPLOYER:
NaturalShrimp Incorporated

By: /s/ Gerald Easterling
Name Gerald Easterling
Title President and Secretary

EMPLOYEE:

By: /s/ Bill G Williams
Name Bill G Williams

EXHIBIT A

Description of Benefits

1. Health insurance will be covered or reimbursed.
2. Cell phone cost.
3. Car allowance of \$500 per month.
4. All normal and customary business related travel expenses will be paid by the company and in accordance to set travel budgets.

EMPLOYMENT AGREEMENT

This Employment Agreement (this "**Agreement**") dated as of April 01, 2015 (the "**Commencement Date**") is by and between NaturalShrimp Incorporated, a Nevada corporation ("**Employer**"), and Gerald Easterling ("**Employee**" and, together with Employer, the "**Parties**" and each individually, a "**Party**").

RECITALS:

A. Employer and Employee wish to enter into this Agreement so as to establish their understanding with respect to the employment of Employee by Employer as set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants contained herein, each Party agrees as follows:

1. **Employment Term.** This Agreement will remain in effect from the Commencement Date until this Agreement is properly terminated in accordance with its express terms (the "**Employment Term**").
 2. **Responsibilities and Authority.** Employer hereby employs Employee to serve as its President. In such capacity, Employee will have such duties and responsibilities as determined by Employer's Board of Directors consistent with the Employer's Bylaws and applicable law. If requested by Employer, Employee will serve as an officer or director of Employer or any affiliate of Employer without additional compensation.
 3. **Acceptance of Employment.** Employee accepts employment by Employer on the terms and conditions herein provided and agrees, subject to the terms of this Agreement, to devote all of Employee's full business time to Employer's affairs.
 4. **Compensation and Benefits.** As compensation for Employee's services hereunder, Employee will be entitled to the following:
 - 4.1 **Base Salary.** From and after the Commencement Date, Employee will receive a base salary at the rate of \$96,000 per annum ("**Base Salary**"). The Base Salary will be paid in substantially equal installments in accordance with Employer's regular payroll practices, as in effect from time to time, and subject to all appropriate withholdings. (See Exhibit A)
 - 4.2 **Bonus.** One or more bonuses may be paid to Employee at such times and in such amounts as may be determined in the sole discretion of Employer's Board of Directors. If awarded, payment of any such bonus will be subject to all appropriate withholdings.
 - 4.3 **Benefits.** Employee will be entitled to receive the benefits specified on Exhibit A ("**Benefits**"). In addition, Employer will reimburse Employee for all authorized expenses reasonably incurred or paid by Employee in connection with the performance of Employee's services under this Agreement upon presentation of expense statements or vouchers and such other supporting information as Employer may from time to time reasonably require or request ("**Reimbursable Expenses**").
 5. **Termination; Payments upon Termination.** This Agreement may be terminated upon the following terms:
-

5.1 Termination Upon Death. If Employee should die during the Employment Term, this Agreement will terminate on the date of death. All Base Salary through such date and any amounts owed for Reimbursable Expenses that Employee incurs through such date, as well as any previously awarded but unpaid bonuses, will be paid to Employee's designated beneficiary as promptly as practicable following the date of death. All Benefits will, unless otherwise expressly set forth on Exhibit A, otherwise provided by Employer policy applicable to its employees generally, or otherwise required by applicable law, terminate on the date of death.

5.2 Termination Upon Total Disability. Employer may terminate this Agreement because of Employee's Total Disability upon at least 30 days' prior notice to Employee, which notice will specify the effective date of termination. The Base Salary will continue to be paid to Employee through the date of termination, and any amounts owed for Reimbursable Expenses that Employee incurs through such date and any previously awarded but unpaid bonuses will be paid as promptly as practicable following termination. All Benefits will, unless otherwise expressly set forth on Exhibit A, otherwise provided by Employer policy applicable to its employees generally, or otherwise required by applicable law, terminate on the date of termination. "**Total Disability**" means an illness or other physical or mental disability of Employee that makes it impossible or impracticable for Employee to perform any of Employee's material duties and responsibilities hereunder (with whatever reasonable accommodation may be required by applicable law) for a period of at least six (6) months in the aggregate during any 12-month period during the Employment Term. If a disagreement arises between Employee and Employer as to whether Employee is suffering from Total Disability, such issue will be determined by a physician designated by a majority of Employer's Board of Directors. The Employee shall cooperate with and permit examination by such physician designated by the Employer's Board of Directors to evaluate whether he has suffered a Total Disability (but in no event shall the Employee be required to submit to any invasive or painful procedures). If Employee disagrees with the conclusion of such physician, then such physician and Employee's physician will choose a mutually acceptable physician to make such determination.

5.3 Termination by Employer With Cause. Employer will be entitled to terminate Employee's employment at any time for Cause. The Base Salary will continue to be paid to Employee through the date of termination, and any amounts owed for Reimbursable Expenses that Employee incurs through such date and any previously awarded but unpaid bonuses will be paid to Employee following termination, subject to Employer's right to offset against such sum the amount of any damages which Employer may suffer as a result of the actions of Employee constituting Cause. All Benefits will, unless otherwise required by applicable law, terminate on the date of termination. "**Cause**" will constitute any one of the following:

- (a) Employee's continued failure to perform substantially Employee's duties and responsibilities (other than a failure resulting from a Total Disability);
- (b) Employee engaging in willful, reckless, or grossly negligent misconduct that is materially injurious to Employer or any of its affiliates, monetarily or otherwise;
- (c) Employee is charged with a felony or a crime involving moral turpitude;
- (d) Employee commits an act of fraud, misappropriation, or personal dishonesty; and
- (e) Employee commits a breach of this Agreement and fails to cure such breach within 30 days from the date that Employer gives notice thereof to Employee identifying the provision of this Agreement that Employer has determined has been breached.

5.4 Termination by Employer Without Cause. Employer may at any time terminate Employee's employment without Cause. In such event, the Base Salary will continue to be paid through the date of termination, and any amounts owed for Reimbursable Expenses that Employee incurs through such date and any previously awarded but unpaid bonus will be paid to Employee promptly following termination. Employer will also continue pay Employee, as severance, the Base Salary for a period of 60 months following the date of termination. All Benefits will, unless otherwise expressly set forth on Exhibit A, otherwise provided by Employer policy applicable to its employees generally or otherwise required by applicable law, terminate on the date of termination.

5.5 Termination by Employee With Good Reason. Employee will be entitled to terminate Employee's employment at any time for Good Reason. In such event, the Base Salary will continue to be paid through the date of termination, and any amounts owed for Reimbursable Expenses that Employee incurs through such date and any previously awarded but unpaid bonus will be paid to Employee promptly following termination. Employer will also continue pay Employee, as severance, the Base Salary for a period of 60 months following the date of termination. All Benefits will, unless otherwise expressly set forth on Exhibit A, otherwise provided by Employer policy applicable to its employees generally or otherwise required by applicable law, terminate on the date of termination. For purposes of this Agreement, "**Good Reason**" shall exist upon the occurrence of any of the following events or matters, in each case without Employer first being in receipt of Employee's written consent thereto and Employer's failure to cure such occurrence within 30 days following Employee's written notice of the grounds constituting Good Reason (the "**Cure Period**"), and the period of time within which Employee shall be required to exercise a Good Reason termination of service shall be 30 days, measured from the expiration of the Cure Period:

(a) A material adverse change in, or a substantial elimination of the duties and responsibilities of Employee;

(b) A material breach by Employer of its obligations hereunder;

(c) a material reduction in Employee's Base Salary; or

(d) any refusal by Employer to permit Employee to engage in activities which do not violate Employee's obligations under Section 7 of this Agreement.

5.6 Termination by Employee Without Good Reason. Employee may at any time terminate Employee's employment without Good Reason. In such event, the Base Salary will continue to be paid to Employee through the date of termination, and any amounts owed for Reimbursable Expenses that Employee incurs through such date and any previously awarded but unpaid bonuses will be paid to Employee following termination. All Benefits will, unless otherwise expressly set forth on Exhibit A, otherwise provided by Employer policy applicable to its employees generally or otherwise required by applicable law, terminate on the date of termination.

5.7 Effect of Termination. Except as expressly provided in this Section 5 and except for the obligations set forth in Sections 6, 7 and 8, all further obligations of the Parties under this Agreement will terminate upon termination of Employee's employment with Employer.

6. Restrictive Covenants. Employee hereby acknowledges that, as a result of Employee's employment by Employer hereunder, Employee (just like Employer's other employees) will receive special training and education with respect to the operations of Employer's and/or Employer's affiliates' businesses and other related matters, and will obtain access to such persons' information concerning its business or affairs ("**Confidential Information**"), and business and professional contacts. In consideration of such Confidential Information and special and unique opportunities afforded by Employer and its affiliates to Employee as a result of Employee's employment (and because Employee similarly affords such Confidential Information and special and unique opportunities to its other employees), the Employee hereby agrees that Employee will not:

6.1 For one (1) year after Employer or any of its affiliates no longer employs Employee (the date on which such person no longer employs Employee is hereinafter referred to as the "**Employment Termination Date**"), directly or indirectly, alone or as a partner, joint venturer, officer, director, member, employee, consultant, agent, independent contractor, or equity interest holder of, or lender to, any person or business, provide services in a similar position or with similar duties or a similar type of work as provided to Employer, in competition with any business in which Employer or any of its affiliates is engaged as of the Employment Termination Date (a "**Competitive Business**"), and that is within a 10-mile radius of any location at which Employer or any of its affiliates engages in such business at the time Employee commences to engage in such competitive activity.

6.2 For one (1) year after the Employment Termination Date, directly or indirectly (i) induce any person that is a customer of Employer or any of its affiliates to enter into any Contract with or otherwise patronize any business directly or indirectly in competition with the Competitive Business conducted by Employer or any of its affiliates; (ii) canvass, solicit, or accept from any person who is a customer of Employer or any of its affiliates any such Competitive Business; or (iii) request or advise any person who is a customer, vendor, or lessor of Employer or any of its affiliates, to withdraw, curtail, or cancel any such customer's, vendor's, or lessor's business with Employer or any of its affiliates; *provided, however*, that a general solicitation or advertisement originating outside of, and not specifically targeted to or reasonably expected to target, the territory as to which Employee is restricted from engaging in such competitive business as provided above under this Agreement at such time, will not be deemed in and of itself to violate the prohibitions of (i) or (ii) of this Section 6.2.

6.3 For the six (6) months after the Employment Termination Date, directly or indirectly employ, or knowingly permit any affiliate of Employee to employ, any person whom Employer or any of its affiliates employed within the prior six months.

6.4 For one (1) year after the Employment Termination Date, directly or indirectly (i) solicit for employment or other similar relationship with Employee, any of Employee's affiliates or any other person, any employee of Employer or any of its affiliates, or any person who was an employee of Employer or any of its affiliates, within the six-month period immediately preceding such solicitation of employment, other than such person (A) whose employment was terminated by the applicable person, or (B) who independently responded to a general solicitation for employment by Employee or Employee's affiliate; or (ii) induce, or attempt to induce, any employee of Employer or any of its affiliates, to terminate such employee's employment relationship with such person.

6.5 Employee will not use for Employee's personal benefit, disclose, communicate, divulge to, or use for the direct or indirect benefit of any person other than Employer or any of its affiliates any of such persons' Confidential Information. This Section 6.5 will apply during and after the period when Employee is an employee of Employer or any of its affiliates and will be in addition to (and not a limitation of) any legally applicable protections of Employer's interest in Confidential Information, trade secrets and the like.

6.6 Any and all writings, inventions, improvements, processes, procedures advances, discoveries, works of authorship, and/or techniques ("**Developments**") that Employee may make, conceive, discover, or develop, whether or not patentable, copyrightable, or protectable under mask works legislation or trademark laws, either solely or jointly with any other person, at any time during the Employment Term, whether or not during working hours and whether or not at the request or upon the suggestion of Employer or any of its affiliates, that relate to or are useful in connection with any business now or hereafter carried on or contemplated by Employer or such affiliate, including developments or expansions of its present fields of operations, will be Employer's sole and exclusive property. Employee hereby assigns to Employer and/or Employer's nominees all of Employee's right, title, and interest in any Developments, and hereby irrevocably designates and appoints Employer and each of Employer's duly authorized officers and agents as Employee's agent and attorney-in-fact to act for and in Employee's behalf and stead to execute and file any document and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of Developments. Employee will make full disclosure to Employer of all such Developments and will do everything necessary or desirable to vest the absolute title thereto in Employer. Employee will write and prepare all specifications and procedures regarding such Developments and otherwise aid and assist Employer or any of its affiliates so that Employer or such affiliate, as the case may be, can prepare and present applications for copyright, letters patent therefor and can secure such copyright, letters patent, mask works, or trademark registrations, wherever possible, as well as reissues, renewals, and extensions thereof, and can obtain the record title to such copyright, letters patent, mask works, or trademark registrations so that Employer and/or its nominees will be the sole and absolute owner(s) thereof in all countries in which it may desire to have copyright, patent, mask work, or trademark protection. Employee will not be entitled to any additional or special compensation or reimbursement regarding any and all such Developments. These obligations will continue beyond the termination of employment for Developments that Employee conceives of or makes, in full or in part, during the Employment Term.

6.7 Notwithstanding the foregoing, the beneficial ownership of less than five percent (5%) of the equity interests of any person having a class of equity interests actively traded on a national securities exchange or over-the-counter market will not be deemed, in and of itself, to breach the prohibitions of this Section 6. Employee agrees and acknowledges that the restrictions in this Section 6 are reasonable in scope and duration and are necessary to protect Employer and its affiliates. If any provision of this Section 6, as applied to either Party or to any circumstance, is adjudged by a governmental body, arbitrator, or mediator not to be enforceable in accordance with its terms, the same will in no way affect any other circumstance or the enforceability of the remainder of this Agreement. If any such provision, or any part thereof, is held not to be enforceable in accordance with its terms because of the duration of such provision, the area covered thereby, or the scope of the activities covered, the Parties agree that the governmental body, arbitrator, or mediator making such determination will have the power to reduce the duration, area, and/or scope of activities of such provision, and/or to delete specific words or phrases, and in its reduced form such provision will then be enforceable in accordance with its terms and will be enforced. The Parties agree and acknowledge that the breach of any provision of this Section 6 will cause irreparable Damage to Employer and its affiliates and upon breach of any provision of this Section 6, Employer and its affiliates will be entitled to injunctive relief, specific performance, or other equitable relief without bond or other security; provided, however, that the foregoing remedies will in no way limit any other remedies that Employer or its affiliates may have. Employer may, without notifying Employee, notify any subsequent employer of Employee of Employee's rights and obligations under this Section 6.

7. CONFLICTS OF INTEREST.

7.1 Employee represents to Employer as follows: (a) there are no restrictions, agreements, or understandings, oral or written, to which Employee is a party or by which Employee is bound that prevent or make unlawful Employee's execution or performance of this Agreement, and (b) Employee does not have any business or other relationship that creates a conflict between the interests of Employee and Employer.

7.2 Employee recognizes and agrees that Employee owes Employer and its affiliates a fiduciary duty of loyalty, fidelity, and allegiance to act at all times in the best interests of Employer and its affiliates and to do no act which might injure the business, interests, or reputation of Employer or any of its affiliates. Employee's duty of loyalty will extend throughout the Employment Term and will continue following termination of this Agreement to the extent set forth in this Agreement and as recognized by applicable law. In keeping with Employee's fiduciary duty to Employer and its affiliates, Employee agrees that, during the Employment Term, Employee will not knowingly become involved in a conflict between his personal interests and those of Employer or any of its affiliates, and, upon discovery thereof, will not willfully allow such conflict of interest to continue. Employee agrees to disclose in writing to Employer any facts that could reasonably be expected to involve a material conflict of interest upon Employee's conscious awareness that such a material conflict could exist. Employee recognizes that it is impossible to provide an exhaustive list of actions or activities that constitute or might constitute a conflict of interest, but recognizes that these actions or activities may include the following:

- (a) ownership of more than a 5% interest in any supplier, contractor, customer, or other person that does business with Employer or any of its affiliates;
- (b) acting in any capacity, including as a director, officer, employee, partner, consultant, or agent, for any supplier, contractor, customer, or other person that does business with Employer or any of its affiliates;
- (c) acceptance, directly or indirectly, of payments, services, or loans (other than entertainment, gifts, or other sales incentives that may be furnished in the Ordinary Course of Business) from a supplier, contractor, customer, or other person that does business with Employer or any of its affiliates;
- (d) misuse or disclosure of information of any kind obtained through Employee's relationship with Employer; and
- (e) appropriation by Employee or diversion to any other person, directly or indirectly, of any business opportunity in which it is known or could reasonably be anticipated that Employer or its affiliates would be interested.

In further recognition of the fiduciary duties Employee owes to Employer and its affiliates, Employee agrees that all documentation that Employee provides to Employer will be accurate in all material respects, when taken as a whole and in light of the circumstances in which it was made.

8. Payments In Certain Circumstances Following a “Change in Control” of Employer.

8.1 “*Change in Control*” means (a) the acquisition, other than from Employer, by any individual, entity, or group of beneficial ownership of 50% or more of either the then outstanding shares of common stock of Employer or the combined voting power of the then outstanding voting securities of Employer entitled to vote generally in the election of directors; or (b) approval by the stockholders of Employer of (i) a reorganization, merger, consolidation, share exchange, or similar form of reorganization of Employer with respect to which the individuals and persons who were the respective beneficial owners of the common stock and voting securities of Employer immediately prior to such reorganization, merger, or consolidation do not, following such reorganization, merger, or consolidation, beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding equity interests and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the person resulting from such reorganization, merger or consolidation, (ii) a complete liquidation or dissolution of Employer, or (iii) sale or other disposition of all or substantially all of Employer’s assets.

8.2 Subject to Section 8.3, upon the occurrence of a Change in Control, Employee may elect, within 30 days of such Change in Control, to terminate this Agreement by written notice to Employer and, in such event, will receive from Employer, within 30 days following the Employment Termination Date, a lump sum payment equal to 500% of the Base Salary then in effect. All payments made pursuant to this Section 8.2 will be in lieu of, and not in addition to, payments which would otherwise be made as a result of a termination without Cause pursuant to Section 5.4.

8.3 To the extent that any payment or distribution of any type to or for the benefit of Employee by Employer, any affiliate of Employer, any person who acquires ownership or effective control of Employer or ownership of a substantial portion of Employer’s assets (within the meaning of Section 280G of the Code and the regulations thereunder), or any affiliate of such person, whether paid or payable or distributed or distributable under this Agreement or otherwise (“*Payments*”), is or will be subject to the excise tax imposed under Section 4999 of the Code (the “*Excise Tax*”), then Employee will be entitled to receive an additional payment (a “*Gross-Up Payment*”) from Employer in an amount such that after payment by Employee of all taxes (including any interest or penalties imposed with respect to such taxes), including any income tax, employment tax, or Excise Tax, imposed upon the Gross-Up Payment, Employee retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments. The determination of whether the Payments are subject to the Excise Tax and, if so, the amount of the Gross-Up Payment, will be made by an accounting firm selected by Employer (the “*Accounting Firm*”). The Accounting Firm will provide its determination (the “*Determination*”), together with detailed supporting calculations and documentation, to the Parties within 20 days of the Employment Termination Date. If the Accounting Firm determines that no Excise Tax is payable by Employee with respect to the Payments, it will furnish the Employee with an opinion reasonably acceptable to Employee that no Excise Tax will be imposed with respect to any such Payments and, absent manifest error, such Determination will be binding, final and conclusive upon the Parties. To avoid misunderstanding, the intent of this Section 8.3 is for Employee to retain, after payment of all taxes associated with the Payments and the Gross-Up Payment, an aggregate amount that will equal the amount that Employee would have retained if Section 4999 had not applied to the Payments.

9. Miscellaneous.

9.1 Entire Agreement. This Agreement and the certificates, documents, instruments and writings that are delivered pursuant hereto constitutes the entire agreement and understanding of the Parties in respect of its subject matters and supersedes all prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof or the Transactions. Except as expressly contemplated hereby and except for Employer's affiliates, each of which will be deemed a third party beneficiary of all obligations of Employee under this Agreement, there are no third party beneficiaries having rights under or with respect to this Agreement.

9.2 Successors. All of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the Parties and their respective successors.

9.3 Assignment. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of Employer and Employee; provided, however, that Employer may (a) assign any or all of its rights and interests hereunder to one or more of its affiliates and (b) designate one or more of its affiliates to perform its obligations hereunder (in any or all of which cases Employer nonetheless will remain responsible for the performance of all of its obligations hereunder).

9.4 Notices. All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder will be deemed duly given if (and then three business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to Employer:

Natural Shrimp Incorporated

Attn: Chairman of the Board
2068 North Valley Mills Drive
Waco, Texas 76710
Tel: (254)776-7290
Fax: (254)741-0595

Copy to (which will not constitute notice):

Greenberg Traurig, L.L.P.

Attn: Michelle Rowe Hallsten, Esq.
1201 K Street, Suite 1100
Sacramento, California 95814
Ph: (916) 442-1111
Fax: (916) 448-1709

If to Employee:

Attn: Gerald Easterling
P.O. Box 853
Addison, Texas 75001
Tel: (972) 951-8035
Email: geasterling@sbcglobal.net

Either Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Either Party may change the address to which notices, requests, demands, claims, or other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

9.5 Specific Performance. Each Party acknowledges and agrees that the other Parties would be damaged irreparably if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, each Party agrees that the other Party will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its terms and provisions in any Action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which they may be entitled at law or in equity.

9.6 Arbitration. Any controversy or claim by either Party arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association by a single arbitrator to be located in Waco, McLennan County, Texas, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and shall not be appealable by either Party. Each Party shall be responsible for paying its respective costs relating to any arbitration pursuant to this Agreement, including any related attorneys fees.

9.7 Time. Time is of the essence in the performance of this Agreement

9.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

9.9 Headings. The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

9.10 Governing Law. This Agreement and the performance of the Parties' obligations hereunder will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law principles.

9.11 Amendments and Waivers. No amendment, modification, replacement, termination, or cancellation of any provision of this Agreement will be valid, unless the same will be in writing and signed by the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent such occurrence.

9.12 Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided that if any provision of this Agreement, as applied to any Party or to any circumstance, is adjudged by a governmental body, arbitrator, or mediator not to be enforceable in accordance with its terms, the Parties agree that the governmental body, arbitrator, or mediator making such determination will have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision will then be enforceable and will be enforced.

9.13 Expenses. Except as otherwise expressly provided in this Agreement, each Party will bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement and the Transactions including all fees and expenses of agents, representatives, financial advisors, legal counsel and accountants.

9.14 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement. Any reference to any federal, state, local, or foreign law will be deemed also to refer to law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The Parties intend that each representation, warranty, and covenant contained herein will have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached will not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.

9.15 Incorporation of Exhibits, Annexes, and Schedules. The Exhibits, Annexes, Schedules and other attachments identified in this Agreement are incorporated herein by reference and made a part hereof.

9.16 Remedies. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations, or remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies.

9.17 Electronic Signatures.

(a) Notwithstanding the Electronic Signatures in Global and National Commerce Act (15 U.S.C. Sec. 7001et seq.), the Uniform Electronic Transactions Act, or any other law relating to or enabling the creation, execution, delivery, or recordation of any Contract or signature by electronic means, and notwithstanding any course of conduct engaged in by the Parties, no Party will be deemed to have executed this Agreement or other document contemplated thereby (including any amendment or other change thereto) unless and until such Party shall have executed this Agreement or other document on paper by a handwritten original signature or any other symbol executed or adopted by a Party with current intention to authenticate this Agreement or such other document contemplated.

(b) Delivery of a copy of this Agreement or such other document bearing an original signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. "Originally signed" or "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

EMPLOYER:
NaturalShrimp Incorporated

By: /s/ Bill G. Williams
Name Bill G. Williams
Title Chairman and C.E.O.

EMPLOYEE:

By: /s/ Gerald Easterling
Name Gerald Easterling

EXHIBIT A

Description of Benefits

1. Health insurance will be covered or reimbursed.
2. Cell phone cost.
3. Car allowance of \$500 per month.
4. All normal and customary business related travel expenses will be paid by the company and in accordance to set travel budgets.

NATURALSHRIMP INCORPORATED**CODE OF ETHICS**As adopted on March 7, 2015

INTRODUCTION

NaturalShrimp Incorporated (the “Company”) is committed to maintaining the highest standards of ethical conduct, promoting integrity, deterring wrongdoing and complying with applicable laws, rules and regulations. In furtherance of this commitment, the Board of Directors (the “Board”) has adopted this Code of Ethics (the “Code”) for all directors, officers and employees of the Company (“Company Individuals”). The principles set forth in this document describe how Company Individuals should conduct themselves. All Company Individuals are expected to comply with the letter and spirit of this Code.

This Code covers a wide range of financial and non-financial business practices and procedures. This Code does not cover every issue that may arise, but it sets out basic principles to guide all Company Individuals. If a law or regulation conflicts with a policy in this Code, Company Individuals must comply with that law or regulation. If Company Individuals have any questions about this Code or potential conflicts with a law or regulation, they should contact the Company’s Board of Directors (the “Board”) or the Company’s outside legal counsel.

Company Individuals shall recognize that they hold an important and elevated role in corporate governance. They are uniquely capable and empowered to ensure that the Company’s, its stockholders’ and other stakeholders’ interests are appropriately balanced, protected and preserved. Accordingly, this Code provides principles to which Company Individuals are expected to adhere and advocate. The Code embodies rules regarding individual and peer responsibilities, as well as responsibilities to the Company, the stockholders, other stakeholders and the public.

The Board encourages reporting of any behavior by Company Individuals which violates the Code, and the Board will not tolerate retaliation against any person who in good faith reports such violations to the Chairman of the Board, or the Company’s compliance officer or legal counsel.

COMPLIANCE WITH THE CODE

The Code applies to all Company Individuals, and all Company Individuals are accountable for compliance with the Code. The Board is responsible for updating the Code and monitoring compliance with the Code. Waivers from the Code may only be granted by the Board, with any director involved in the transgression abstaining from voting on any decision made in respect of such waiver.

REPORTING VIOLATIONS OF THE CODE, ILLEGAL OR UNETHICAL BEHAVIOR

Company Individuals should report observed violations of the Code and illegal or unethical behavior to the Company’s Chairman of the Board, compliance officer or legal counsel. All reports will be treated in a confidential manner and it is the Company’s policy to not allow retaliation for reports made in good faith of misconduct by others. The Company’s Board, upon advice of legal counsel, will lead all investigations of alleged violations or misconduct. Company Individuals are expected to cooperate in internal investigations of misconduct and violations of this Code.

The Company will not allow any reprisal against any Company Individual who, in good faith, reports a suspected violation of this Code. Any reprisal will in itself be a very serious breach of the Code and subject to disciplinary action.

COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The Company requires strict compliance from all its Company Individuals with applicable laws, rules and regulations. These include all federal, state and local and other laws, including securities and insider trading laws, and the Company's Insider Trading Policy. Company Individuals must comply with all of the laws, rules and regulations of the United States and other countries wherever the Company conducts business. This Code is not a summary of law and the obligation is on each Company Individual to ensure that applicable laws are known to him or her. The Company will provide Company Individuals with guidelines and materials that the Company or its lawyers have prepared on specific laws, rules and regulations as are necessary to maintain compliance. Any case of non-compliance with an applicable law may subject a Company Individual to disciplinary action. The fact that in some countries certain standards of conduct are legally prohibited but are not enforced in practice, or their violation is not subject to public criticism or censure will not excuse an illegal action by a Company Individual.

CONFLICT OF INTEREST

Company Individuals shall act with honesty and integrity, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships. A "conflict of interest" exists when an individual's private interests interfere or conflict in any way (or even appear to interfere or conflict) with the interests of the Company. A "conflict of interest" may also arise when a member of a person's immediate family receives improper personal benefits as a result of his or her position as a director of the Company. This Code defines "immediate family" to include a person's spouse, parents, siblings, mothers-in-law, sons and daughters-in-law, brothers and sisters-in-law, and anyone (other than employees) who share such person's home.

This Code does not attempt to describe all possible conflicts of interest which could develop. Some of the more common conflicts from which Company Individuals must refrain, however, are set forth below:

- (a) Relationship of Company with Third Parties. Company Individuals may not engage in any conduct or activities that are inconsistent with the Company's best interests or that disrupt or impair the Company's relationship with any person or entity with which the Company has or proposes to enter into a business or contractual relationship.
- (b) Compensation. No non-employee director shall receive compensation for services as a director of the Company other than director's fees and benefits.
- (c) Gifts. Non-employee directors and members of their families may not accept gifts from persons or entities who deal with the Company in cases where the gift is being made in order to influence the directors' actions as a member of the Board or where acceptance of the gifts could create the appearance of a conflict of interest or impropriety.
- (d) Personal Use of Company Assets. Company Individuals may not use Company assets, labor or information for personal use unless approved by the Chairman of the Board, President or other authorized officer or as part of a compensation or expense reimbursement program available to all Company Individuals.
- (e) Company Loans. Company Individuals may not accept or solicit loans or guarantees of obligations from the Company.

INSIDE INFORMATION AND SECURITIES TRADING

Confidential Company information may not be used for personal benefit. It is prohibited to trade securities or to inform (tip) others to trade securities of the Company on the basis of material information obtained as a Company Individual before it is made publicly available through appropriate media. Such information includes news about acquisitions, investments, new business relationships, financial results, important management changes, and other information that has the potential to affect the stock price of the Company or another company.

If doubt exists about whether information is material or has been released to the public, a Company Individual shall not trade before consulting with the Board or the Company's legal counsel. No Company Individual may engage in "short sales" or trade in puts, calls or other options on Company stock.

Company individuals may, at any time, purchase Company securities and exercise options granted to them in accordance with the applicable arrangements, as long as those purchases are not decisions based on inside information.

CORPORATE OPPORTUNITY

Except as may be approved by the Board, Company Individuals are prohibited from: (a) taking for themselves personally, opportunities related to the Company's business; (b) using the Company's property, information or position for personal gain; or (c) competing with the Company for business opportunities, that will benefit themselves personally, or benefit their family, or be to the benefit of persons or entities outside the Company, whether or not it has a material impact on the Company's financial performance.

CONFIDENTIALITY

All Company Individuals must maintain the confidentiality of confidential non-public information entrusted to them by the Company in their capacity as a Company Individual, except when the Company authorizes disclosure or when required by laws, regulations or legal proceedings. "Confidential Information" is all non-public information entrusted to or obtained by a Company Individual by reason of his or her position as a Company Individual, including without limitation non-public information that might be of use to competitors or harmful to the Company, its shareholders, or its customers if disclosed, such as:

- (a) Non-public information about the Company's financial condition, detailed sales and profit figures, new product or marketing prospects or plans, marketing and sales programs and research and development information, salary data, employee lists as well as information relating to mergers and acquisitions, stock splits and divestitures;
 - (b) Non-public information concerning possible transactions with other companies or information about the Company's customers, suppliers, licensors or joint venture partners, which the Company is under an obligation to maintain as confidential; and
 - (c) Non-public information about discussions and deliberations relating to business issues and decisions, between and among Company Individuals.
- Company Individuals must keep confidential information strictly confidential, limiting access to those who have a need to know, avoiding discussion of confidential information in public areas such as airplanes, elevators and restaurants and on mobile phones and avoiding inadvertent disclosure of confidential information through the use of laptop computers or other similar electronic devices in public places.

Whenever feasible, Company Individuals should consult an appropriate supervisor if they believe they have a legal obligation to disclose confidential information.

Generally, no Company Individual shall:

- (a) Use Confidential Information for his or her own personal benefit or to benefit persons or entities outside the Company; and/or
- (b) Disclose Confidential Information outside the Company, either during or after his or her service as a Company Individual of the Company, except as required to conduct the Company's business or as may be otherwise required by law.

Further, the obligation of Company Individuals to protect the Company's Confidential Information also includes the protection of the Company's proprietary information. Proprietary information includes intellectual property such as trade secrets, patents, trademarks, and copyrights, as well as business, marketing and service plans, software that the Company has developed, databases, records, salary information and any unpublished financial data and reports. Unauthorized use or distribution of this information would violate Company policy. It could also be illegal and result in civil or even criminal penalties.

FAIR DEALING, DISCRIMINATION AND HARASSMENT

All Company Individuals must treat the Company's customers, strategic partners, suppliers, vendors, competitors, creditors, directors, officers and employees fairly and with respect. No Company Individual may take unfair advantage of anyone dealing or involved with the Company through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair dealing practice.

Further, the diversity of the Company's employees is a tremendous asset. The Company is firmly committed to providing equal opportunity in all aspects of employment and will not tolerate any illegal discrimination or harassment of any kind. Examples include derogatory comments based on racial or ethnic characteristics and unwelcome sexual advances.

PROTECTION AND PROPER USE OF COMPANY ASSETS

All Company Individuals must perform their duties in a manner that protects the Company's assets and resources and ensures their efficient use. Company assets may only be used for legitimate Company business purposes and not for personal benefit or gain. "Assets" include equipment, supplies and intellectual property.

Examples of prohibited personal use of Company assets are:

- (a) Removal of Company property for personal use;
- (b) Unauthorized use of Company vehicles or residences;
- (c) Use of Company-paid contractors to perform work at a Company Individual's home; and
- (d) Unauthorized copying of software, tapes, books and other legally protected work.

All Company Individuals must comply with security procedures in place to protect Company assets.

ACCURACY OF BOOKS AND RECORDS

Honest and accurate recording and reporting of information is extremely important. Investors rely on the Company to provide accurate information about it and to make responsible business decisions based on reliable records. All Company Individuals must ensure that all of the Company's books, records and accounts accurately reflect transactions and events and meet the highest standards of accuracy and completeness, and that all financial records conform to all applicable legal requirements and to the Company's system of internal controls. Undisclosed or unrecorded funds or assets are not allowed unless permitted by applicable law or regulation. No entry may be made that intentionally hides or disguises the true nature of any transaction.

Records should always be retained or destroyed in accordance with the minimum standards set by the relevant federal, state and local government agencies and regulators. In accordance with those policies, in the event of litigation or governmental investigation please consult your supervisor, the Chief Financial Officer or the Company's outside counsel. Falsification of any record is prohibited and mistakes should never be covered up. All mistakes should be immediately and fully disclosed and corrected. If you detect or suspect improper record keeping, you should immediately notify your supervisor, the Chief Financial Officer, the Chairman of the Board, or the Company's outside legal counsel.

FINANCIAL CODE PRINCIPLES AND RESPONSIBILITIES

The preparation, evaluation, review or audit of financial statements must not include fraudulent or deliberate errors. All Company Individuals must ensure that there are no fraudulent or deliberate errors in the recording and maintaining of financial records or deficiencies in or noncompliance with the Company's internal accounting controls. Financial records, financial reports and audit reports to or by senior management must be true and correct. Such reports must present full and fair representations of the Company's financial condition and results of operations.

When disclosing information to constituents, provide them with information that is accurate, complete, objective, relevant, timely and understandable. Reports and documents that the Company files with the Securities and Exchange Commission (SEC) or releases to the public shall contain full, fair, accurate, timely and understandable information. The principal executive officer and principal financial officer shall review the annual and quarterly reports and certify and file them with the SEC.

Company Individuals must act in good faith, responsibly, with due care, competence and diligence, without misrepresenting material facts or allowing their independent judgment to be subordinated. Company Individuals must achieve responsible use of and control over all assets and resources employed by or entrusted to them.

Company Individuals must promptly report Code violations to the Company's Chairman of the Board or to the Company's external legal counsel.

CORPORATE DISCLOSURES

All Company Individuals should support the Company's goal to have full, fair, accurate, timely, and understandable disclosure in the periodic reports required to be filed by the Company with the SEC. Although most employees hold positions that are far removed from the Company's required filings with the SEC, each director, officer, and employee should promptly bring to the attention of the Chief Executive Officer, the Chief Financial Officer, the Company's Disclosure Committee, or the Audit Committee, as appropriate in the circumstances, any of the following:

(a) Any material information to which such individual may become aware that affects the disclosures made by the Company in its public filings or would otherwise assist the Chief Executive Officer, the Chief Financial Officer, the Disclosure Committee, and the Audit Committee in fulfilling their responsibilities with respect to such public filings.

(b) Any information the individual may have concerning (i) significant deficiencies in the design or operation of internal controls that could adversely affect the Company's ability to record, process, summarize, and report financial data or (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's financial reporting, disclosures, or internal controls.

(c) Any information the individual may have concerning any violation of this Code, including any actual or apparent conflicts of interest between personal and professional relationships, involving any management or other employees who have a significant role in the Company's financial reporting, disclosures, or internal controls.

(d) Any information the individual may have concerning evidence of a material violation of the securities or other laws, rules, or regulations applicable to the Company and the operation of its business, by the Company or any agent thereof, or of violation of this Code.

ACCOUNTING

The Board, or the Audit Committee of the Board, if applicable, is responsible for establishing procedures for the receipt, retention and treatment of complaints regarding accounting, internal accounting controls, or auditing matters. Company Individuals who have concerns or complaints regarding such matters must promptly submit those concerns or complaints to the Board, the Chairman of the Audit Committee, compliance officer or the Company's legal counsel.

COMPETITIVE INFORMATION

Information about competitors, customers and suppliers is a valuable asset in the competitive markets in which the Company operates. The Company will obtain this information legally. Theft of proprietary information, including disclosures by a competitor's past or present employees and any actions that could create an appearance of an improper agreement in respect of competitors is prohibited. Any Company Individual who is authorized to retain a consultant to gather competitive information must take steps to ensure that the consultant adheres to these policies. When in doubt about the propriety of any information-gathering technique or about whether a competitor, supplier or other external contact has provided confidential information, a Company Individual should contact an appropriate supervisor, compliance officer or the Board.

HEATH AND SAFETY

The Company strives to provide each employee with a safe and healthy work environment. Each employee has responsibility for following safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions. Violence and threatening behavior are not permitted. Employees should report to work in condition to perform their duties, free from the influence of illegal drugs or alcohol. The use of illegal drugs or alcohol in the workplace will not be tolerated.

VIOLATIONS OF THE CODE

Company Individuals who violate the standards of this Code will be subject to disciplinary action, which may include termination of employment, civil action and/or referral to law enforcement agencies for criminal prosecution.

WAIVERS OF THE CODE

Any waiver of this Code may be made only by the Board and will be promptly disclosed as required by law or the private regulatory body. Requests for waivers must be made in writing to the Company's Chairman of the Board prior to the occurrence of the violation of the Code.

AMENDMENT

This Code may be amended by the Company's Board, subject to the disclosure and other provisions of applicable corporate securities law and policy.