



MEMORANDUM OF UNDERSTANDING
between
CEREBOS PACIFIC LIMITED, SINGAPORE
and



FACULTY OF MEDICINE, KHON KAEN UNIVERSITY, THAILAND

This Memorandum of Understanding ("MOU") is dated and is made between

CEREBOS PACIFIC LIMITED, a company incorporated in Singapore and having its registered address at 18 Cross Street, #12-01/08 China Square Central, Singapore 045423 ("Cerebos")

FACULTY OF MEDICINE, KHON KAEN UNIVERSITY, a the first medical school in the north-east region of Thailand, and having its address at 123 Mittraphap Highway, Muang, Khon Kaen 40002, Thailand ("MDKKU")

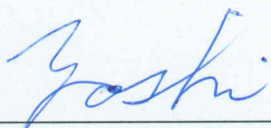
(together known as the "parties" and each a "party")

Cerebos and MDKKU agree to enter into a collaborative relationship based on a foundation of trust for the mutual benefit and development of both parties and the promotion of international understanding and goodwill.

1. Cerebos and MDKKU will jointly develop some or all of the following activities based on their respective academic and educational needs:
 - a. exchange of research materials, publications and information:
 - b. support for distance learning courses, with mutual written consent before expenses are incurred;
 - c. organization of joint research projects;
 - 1) Research content of the joint research projects
Aiming at research and development of the functional food, food supplement, medicinal food and health products in both preclinical and clinical studies.
 - 2) Key arrangement of the joint research projects
 - 2.1) Aiming at the same research goals, the facilities of the laboratory should be shared in some parts by both parties, and are open to each other in both Singapore and Thailand. Access to the other party's laboratory is subject to each party's access requirements and prior approval.
 - 2.2) With taking advantages of the resources of both parties, both parties will work together on the application and implementation of some potential research projects.
 - 2.3) The laboratory will also serve as the base of industrialization, research visit, and student training.
 - 3) Administrative body of the joint research projects
 - 3.1) The administration of the joint research projects will be co-chaired by the appointed directors from both sides. Dr. Yoshihiro Nakao from Cerebos will hold the post of laboratory director in Singapore, and Professor Dr. Jintanaporn Wattanathorn from Khon Kaen University will hold the post of laboratory director in Thailand.
 - 3.2) Office secretaries and contacts for the administrative affairs for each party shall be appointed by the director of each party.
 - d. exchange of students, staff and non-academic staff; and
 - e. other activities agreed by both parties.

2. Prior to initiating any special activity or research program, the parties will negotiate and enter into a separate agreement, outlining the terms and conditions and agreed by both parties.
3. Nothing shall diminish the full autonomy of either party nor will any constraints or financial obligations be imposed by either upon the other in carrying out the MOU. Each party shall be responsible for expenses incurred with respect to the activities contemplated in this MOU.
4. Except for the purpose stated in Clause 1, neither party may use the name, logo or trademarks of the other party in any form of advertising and publicity without the other party's prior approval.
5. The parties agree and acknowledge that the terms of this MOU and the discussions relating to the collaborative activity are confidential and no party will disclose the confidential information without the prior written consent of the other party. The parties also undertake that they shall not use the other party's confidential information for any purpose other than to perform its obligations under this MOU. Clause 5 is intended to be legally binding.
6. This MOU is for internal management purposes and to facilitate the collaboration between the parties. Except Clause 5 (Confidentiality), this MOU is not intended to create any legally binding obligations on the parties.
7. This MOU is subject to revision or renewal by mutual agreement. It is also understood that either party may terminate the agreement at any time, although such action will only be taken after mutual consultation in order to avoid any possible inconvenience to all parties.
8. This MOU will be valid for two years and become effective when the representatives of both parties have signed and dated the MOU.

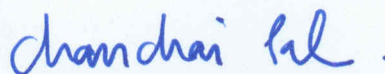
**Authorized to sign and
on behalf of Cerebos Pacific Limited**



Dr. Yoshihiro Nakao
Head of Scientific Research

Date: May 13, 2017

**Authorized to sign and
on behalf of Faculty of Medicine,
Khon Kaen University**



Assoc. Prof. Charnchai Panthongviriyakul
Dean, Faculty of Medicine

Date: April 18, 2017