

DATED THIS 29 DAY OF OCTOBER 2018

BETWEEN

INNO BIO VENTURES SDN. BHD.

AND

**DEVELOPING 8 ORGANIZATION
FOR ECONOMIC COOPERATION**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on this 28 day of March 2018

BETWEEN

INNO BIO VENTURES SDN BHD, a company incorporated in Malaysia and having its business address at Lot 1, Persiaran Negeri BBN, Putra Nilai, 71800 Nilai, Negeri Sembilan (hereinafter referred to as "**IBV**") of the one part;

AND

DEVELOPING 8 ORGANIZATION FOR ECONOMIC COOPERATION, whose address is at Maya Akar Center Buyukdere, Cadde 100-102, Kat:12, Daire:50, Esentepe 34394 Istanbul, Turkey and shall include its lawful representatives and permitted assigns; (hereinafter referred to as "**D-8**");

(collectively referred to as the "**Parties**" and individually as the "**Party**").

WHEREAS:-

- A. IBV is a company wholly-owned by the Minister of Finance Incorporated and has close affiliation with Ministry of Science, Technology and Innovation. IBV implements activities across the biotechnology value chain to drive the biotechnology platform and create value for the national healthcare industry.
- B. D-8 is an organization for development cooperation among the following countries: Bangladesh, Egypt, Indonesia, Iran, Malaysia, Nigeria, Pakistan and Turkey.
- C. The Parties desire of entering this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

WHEREAS THE PARTIES HAVE REACHED AN UNDERSTANDING as follows:

1. OBJECTIVE OF PARTIES

- 1.1 The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each party's country, shall endeavour to strengthen, promote, develop and research co-operation in the field of biotechnology and biopharmaceutical between the Parties on the basis of equality and mutual benefit.

2. MUTUAL COOPERATION

- 2.1 Both parties agree to encourage the following activities, in particular, to promote the cooperation in the following areas:
 - a) Both Parties agree to work closely to promote cooperation among D-8 countries in the field of biotechnology and biopharmaceutical;

- b) Both Parties agree to cooperate in facilitating the D-8 Member States' capacities to benefit from available facilities at IBV;
- c) Both Parties agree to support cooperation between universities and research centers in D-8 countries, as well as support relevant initiatives by the other D-8 bodies; and
- d) Both Parties agree to support cooperation in any other areas as agreed by the Parties from time to time.

3. CONFIDENTIALITY

- 3.1 The Parties undertake to observe confidentiality towards other parties not concerned or connected with this MOU. Any confidential information disclosed to either Party pursuant to this MOU shall not without prior written consent of the other Party be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Party.
- 3.2 The confidentiality provisions contained in this clause shall apply to all exchanges between parties including those disclosed in preliminary discussions and also during negotiations relating to matters within the scope of this MOU.
- 3.3 Each Party agrees and undertakes that it shall ensure that all the employees, agents and sub-contractors to whom confidential information is divulged are made aware of and undertake to comply with the obligations as to the confidentiality herein contained.
- 3.4 The confidentiality provisions contained in this clause shall not be applicable where:
 - (a) Such disclosure of information is required under any written law in force and/or where it is required by any governmental or statutory authority in Malaysia; or
 - (b) The confidential information that is the subject of the disclosure is already in the public realm not due to the negligence or willful breach of any of the Parties to this MOU.

4. EFFECT OF MOU

- 4.1 Save and except for clause 3 above, this MOU serves as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create any legally or enforceable binding obligations on any of the Parties, whether express or implied.

5. ENTRY INTO EFFECT AND DURATION

- 5.1 This MOU will take effect from the date hereof and will remain in effect for a period of six (6) months unless otherwise mutually extended by the Parties in writing.
- 5.2 Upon execution of the definitive agreement by both parties, this MOU shall automatically terminate and be of no effect against the Parties.

6. COUNTERPART

This MOU may be executed in a number of counterparts. This MOU comprises all the counterparts, taken together.

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IN WITNESS WHEREOF the Parties hereto have hereunto set their hands on the day and year first above written.

Signed by
For and on behalf of
INNO BIO VENTURES SDN BHD
(Company No. 574049-T)
in the presence of:-

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Signed by
For and on behalf of
**DEVELOPING 8 ORGANIZATION FOR
ECONOMIC COOPERATION (D-8)**
in the presence of:-

