

**Memorandum of Understanding
Between**

Chiang Mai University

and

CliPS, Inc.

This Memorandum of Understanding (MOU) is by and between Chiang Mai University ("CMU") and CliPS, Inc. ("CliPS") (each a "Agency" or collectively the "Agencies"), to establish a mutually beneficial arrangement to coordinate their efforts to provide services to further support clients of the respective Agencies under the terms of this MOU.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agencies agree as follows:

Purpose

The purpose of this MOU is to define the areas for fundamental, academic research in which the Agencies desire to work together in the future for their mutual benefit to foster a collaborative framework between CMU and CliPS in the Field with a view to benefiting from each other's initiatives and working procedures and to support collaboration among the researchers associated with both Agencies.

Scope

This MOU sets forth the intentions of the Agencies for increased collaboration, cooperation and interaction and does not create any legally binding commitments. The Agencies recognize the benefits to be derived from increased collaboration, cooperation and interaction in the following fields to make mutual benefit by utilizing the competencies and resources possessed by each Agency.

1. General information on clinical trials
2. Human Exchange and Education
3. Holding a joint event
4. Collaborative projects and promotion
5. Areas mutually recognized as necessary for the development of each Agency

Confidentiality

In connection with projects performed pursuant to this MOU, each Agency may be supplied or review confidential and proprietary information concerning Clients, CMU and CliPS. Each Agency shall not at any time during or subsequent to the term of this MOU, directly or indirectly, on their own behalf or on behalf of any other person or entity, disclose any proprietary or confidential information of CMU, CliPS or any Client. In furtherance of this understanding, you hereby acknowledge and agree to abide by the terms set forth in the Confidentiality Stipulation attached hereto as Exhibit A.

Duration

This MOU is at-will and may be modified by mutual consent of authorized representatives of the Agencies. This MOU shall become effective upon signature by the authorized representatives of the Agencies and will remain in effect until modified or terminated by any Agency.

Relationship of the Agencies

This MOU does not create any employer-employee, agency or partnership relationship. The relationship of the Agencies shall be that of independent contractors. Neither Agency shall have the authority to bind the other Agency or act as its representative in any manner not expressly set forth in this Agreement.

Contact Information

Faculty of Medicine, Chiang Mai University
110 Intravaroros road, Tumbon Sriphum, Amphur Muang
Chiang Mai 50200, Thailand
Phone:
Fax:

CliPS, Inc.
Jaram Building, 13F
78 Mapodaero, Mapo-gu
Seoul 04168, Korea
Phone: 070-5001-3800
Fax: 070-8255-6666

Exhibit A
CONFIDENTIALITY STIPULATION

In connection with the Agreement between CliPS and CMU, each Agency will be supplied confidential and proprietary information ("Confidential Information") concerning Clients, CMU or CliPS. Such Confidential Information includes commercial practices, industrial technology, equipment processes, composition data, intellectual property, policy plans and tactics, customer lists, marketing, financial or sale information, information that a Agency should reasonably believe to be confidential, forecasts, and business and strategic plans that CMU, CliPS or its Clients identify as confidential.

For good and valuable consideration, including the opportunity to participate in projects with each other and the marketing to Clients for such projects, the Agencies agree to treat Confidential Information furnished to each other by or on behalf of the Agencies and its Clients – including the identity of any such Client and the fact of any such Client's engagement of either Agency – as confidential and to take or abstain from taking certain other actions specified in this Agreement.

With regard to Confidential Information, each Agency agrees Not to disclose Confidential Information to others (except to employees, agents or consultants of Consultant who are bound by a like obligation of confidentiality) without the express written permission of either Agency or the Client, except that an Agency shall not be prevented from using or disclosing any Confidential Information:

- 1) that they can demonstrate was previously known to it;*
- 2) that is now, or becomes in the future, available to persons who are not legally required to treat such information as confidential unless such persons acquired the Confidential Information through acts or omissions of the Agency; or*
- 3) that an Agency is required by law to disclose.*

Each Agency shall provide prompt written notice to the other Agency of any legal requests to disclose the Confidential Information and make only such disclosures as are legally required. Upon the request of either Agency, the other Agency shall return or destroy all documents or other materials provided by the disclosing Agency that constitutes Confidential Information without retaining any copies or extracts thereof except that the receiving Agency may retain one file copy to be used solely for the purpose of demonstrating compliance with this Agreement.

Signed for and on behalf of **CLiPS, Inc.** by its
authorised representative:

Signature



Joon-Hwan Ji

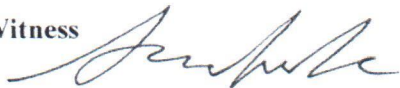
President
CLiPS, Inc.

Date:

Aug 29. 2019

Witness

Signature



Wanseok Joo

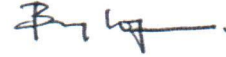
Head of Medical & Regulatory Affair Division
CLiPS, Inc.

Date:

Aug. 29. 2019.

Signed for and on behalf of **Chiang Mai
University** by its authorised representative:

Signature



Bannakij Lojanapiwat

Dean
Faculty of Medicine, Chiang Mai University

Date:

Aug 29, 2019

Witness

Signature



Prapan Jutavijittum

Associate Professor

Date:

Aug 29, 2019