

AGREEMENT FOR ACADEMIC EXCHANGE AND COOPERATION

This Agreement for Academic Exchange and Cooperation (“This Agreement”) is made and entered into as of 1st. April, 2018 (“the Effective Date”) by and between Faculty of Pharmaceutical Sciences, Ubon Ratchathani University in the Kingdom of Thailand (the “Faculty”), and Cosmos Technical Center Co., Ltd., a Nikkol Group company in Tokyo, Japan (“Cosmos”) with respect to the mutual cooperation of the parties to facilitate the development of joint scientific programs and research activities.

The parties hereto hereby agree as follows:

1. **Purpose** – The parties hereto shall facilitate the following activities:
 - (a) interaction between both parties (e.g., Cosmos’ support for the Faculty’s cosmetic seminars, and Cosmos’ acceptance of internships and Cosmos’ investigation of an opportunity of employment from the Faculty);
 - (b) joint research activities in areas of mutual interest to both parties (e.g., cosmetics);
 - (c) exchange of academic materials, experimental materials, publications and information which are made available by both parties;
 - (d) other activities that are mutually agreed upon by both parties.

The parties hereto shall discuss in good faith as to how to facilitate and implement the foregoing activities.

2. **Confidentiality** – Each party hereto shall keep the existence and terms of this Agreement, as well as any information of the other party made available under this Agreement, strictly confidential and shall not disclose the same to any third party, or use the same for any purpose other than performing this Agreement (other than information already held by receiving party or already publicly known). Cosmos may share such information with the Nikkol Group companies. The parties hereto will separately discuss and execute, as necessary, a non-disclosure agreement to properly protect the confidentiality of such information.
3. **Inventions and Intellectual Properties** – The parties hereto shall discuss and determine how to deal with inventions, Intellectual Properties, ideas and improvements made through their collaboration hereunder (“Inventions”). It is understood that Cosmos provides its materials to the Faculty, that Cosmos may use Inventions, and that a more detailed agreement on profit sharing and ownership with respect to specific topics shall be separately made.

4. **Use of UBU's Trademarks and Logos** - Cosmos shall not use UBU's trademarks, logos or insignia, or otherwise identify UBU in any form of publicity, disclosure or sale which are not for academic purpose or promotion of collaboration, without the advance written permission of UBU.
5. **Financial Support** – This Agreement shall not obligate, or imply any obligation to, either party in providing any financial support to the other party.
6. **Term** – This Agreement shall be effective as of the Effective Date and shall continue to be effective for a period of five years from the Effective Date. Thereafter, this Agreement shall be renewed, without any further action by either party, for additional successive terms of five (5) years each, if neither party gives the other written notice of non-renewal at least three (3) months prior to the commencement of the relevant renewal term.
7. **Mutual Consent** – This Agreement may be amended at any term by mutual written consent of both parties. Further, either party hereto may terminate this Agreement by giving three (3) months' prior written to the other party.
8. **Language** – This Agreement shall be written in English, and each party shall retain an original copy thereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

UBON RATCHATHANI UNIVERSITY

Faculty of Pharmaceutical Sciences

By: _____

Name:

Associate Professor Dr Nongnit Teerawatanasuk

Title:

President

COSMOS TECHNICAL CENTER CO., LTD.

Nikkol Group Company

By: _____

Name: SATORU HASHIMOTO

Title: Executive Vice President