

**ACHIKO**

**RESEARCH COLLABORATION AGREEMENT  
OF STUDY ON DIAGNOSTIC TRIAL  
FOR COVID-19 DETECTION GUMNUT**



**between  
ACHIKO  
and  
RIAU UNIVERSITY**

Number:944 /UN19.5.1.1.8/HK/07.00/2020

On this day, Monday, date Fifteen, September, Two Thousand Twenty (15-09-2020), we, the undersigned:

1. **ACHIKO AG**, represented by **Steven Goh** as Chief Executive Officer residing in Lavaterstrasse 66 8002 Zurich, Switzerland, referred to as the **FIRST PARTY**.
2. **FACULTY OF MEDICINE, UNIVERSITAS RIAU**, represented by Prof. Dr. dr. Dedi Afandi, SpFM (K) as the Dean, residing in Jalan Diponegoro No.1 Pekanbaru 28133, referred to as the **SECOND PARTY**;

The **FIRST PARTY** and **SECOND PARTY** shall hereinafter referred to individually as a **PARTY** and collectively as the **PARTIES**.

THE **PARTIES** hereby first explain as follows:

1. Whereas the **FIRST PARTY** is an entrepreneurial platform company, utilising the knowledge and experience of its people and key technologies to enable transformation in diverse industries, among others engaged in providing technology and information services.
2. Whereas the **SECOND PARTY** is a Faculty of Medicine of Universitas Riau, a Legal Entity State University, established since 25 September 2001 according to Director General of Indonesian Higher Education Decree Number 3082/D/T/2001, that implements the Tri Dharma of Higher Education, namely Education, Research and Community Service.
3. Whereas the **PARTIES** agreed to carry out the "Gumnut" diagnostic test as a further detection tool for COVID-19 that was developed by the **FIRST PARTY**.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Agreement, the **PARTIES** agree as follows:

**Article 1  
Definition**

Unless otherwise provided in this Agreement, the words below have the following meanings:

- a. **Agreement** means this Research Collaboration Agreement of Study on Diagnostic Trial for Covid-19 Detection Gumnut between the **PARTIES** including its annexures.
- b. **Proposal** means a Research proposal made by the **FIRST PARTY** and given input by the **SECOND PARTY** and attached to this Agreement as an **Annexure 1** which becomes an integral part of the Agreement.
- c. **Research** means a diagnostic test study entitled: Diagnostic Test for COVID-19 Saliva Screening Tool "Gumnut" funded by a grant (Grant No. CARC-2019-001) awarded to finance Research through the Global Asia Institute, JY Pillay Comparative Asia Research Center (ACHIKO-JYP CARC) in accordance with the terms and conditions set out in the Grant Award Letter ( Letter of Award Grant)

## **Article 2 Objective**

This Agreement was made in the framework of developing "Gumnut" as a diagnostic test tool for COVID-19.

## **Article 3 Scope**

1. Research activities in the scope of cooperation of this Agreement shall be as follows:
  - a. The SECOND PARTY provides researchers who are experts in the field of corresponding Research;
  - b. THE PARTIES agreed to appoint dr. Abdullah Qoyyum, MM as the chief researcher of this Research (the "Principal Investigator").
  - c. Researcher team created under the PARTIES mutual agreement taking into consideration suggestions from the Principal Investigator;
2. The scope as stipulated in Paragraph 1 of this Article shall each be further regulated and agreed upon separately by the PARTIES, all of which shall become an integral part of this Agreement.

## **Article 4 Implementation**

To carry out the objectives stated in Article 1, the following are terms that are mutually understood and agreed upon:

1. Proposals for cooperation-based works on this Agreement shall be prepared jointly by the Parties.
2. Each party will nominate one of its members as a representative in the cooperation program. Individual work programs under this Agreement shall be jointly planned and carried out on the basis of proposals from both parties.
3. Progress of individual programs work shall be reviewed and approved by the person in charge appointed by each Party.
4. Final approval of each project shall depend on the support and guarantee of funds availability.
5. The FIRST PARTY shall be responsible for health insurance for the team involved in the Research as set out in the duly signed Proposal.

## **Article 5 Rights and obligations**

1. **OBLIGATIONS OF THE FIRST PARTY:**
  - a. The FIRST PARTY shall have the obligation to finance the procurement of consumables, research incentives and other costs as agreed by the PARTIES.
  - b. At the agreed time and solely under the FIRST PARTY's discretion, the FIRST PARTY agree to grant certain amount of goods and/or equipment used for the Research as part of the Grant to the SECOND PARTY and/or to other related party(ies), that funnelled through the Principal Investigator.
  - c. The FIRST PARTY shall be entitled to receive progress report on the Research regularly from time to time as agreed by the PARTIES in addition to any incidental report required by the FIRST PARTY.
2. **THE SECOND PARTY'S OBLIGATIONS:**
  - a. The SECOND PARTY shall have an obligation to facilitate the FIRST PARTY in obtaining samples for the Research of the confirmed 200 patients with positive or negative COVID-19 .

- b. The SECOND PARTY shall have an obligation to ensure that informed and/or legally consent from patients and volunteers as Research subjects were obtained properly.
- c. The SECOND PARTY shall have an obligation to record clinical data of the Research subjects pursuant to prevailing procedure and regulations in the medical field.
- d. The SECOND PARTY shall have an obligation to conduct an analysis of the Research results.

#### **Article 6 Confidentiality**

1. The PARTIES agree to maintain the confidentiality of all confidential information whether labeled as "Confidential" or not, including clinical records of patients and volunteers; and shall not use any of those for any purpose and in any way other than that which has been and shall be agreed upon by the PARTIES for the implementation of the Agreement, among others and is not limited to the publication as referred to in Article 8 of the Agreement; and only when required to be disclosed by the applicable laws in the Republic of Indonesia and in Switzerland and /or other countries related to the Research.
2. Prior to commencing its services, the Second Party must sign and furnish the First Party a confidentiality agreement and intellectual property assignment agreement as attached as **Annexure 2** to this Agreement.

#### **Article 7 Intellectual property rights**

1. It is agreed by the Parties that all intellectual property of any kind related to the Research and/or its results created jointly by the Parties and/or developed or modified by the Second Party and its team for the First Party in accordance with the terms of this Agreement shall immediately transfer its **economic rights** according to the prevailing Intellectual Property Rights in Indonesia to the First Party, and the Second Party and its team hereby give up any related rights it may obtain, now or in the future, notwithstanding **moral rights** of the Second Party and its team that arise automatically based on the declarative principle after result of the Research is manifested in tangible form in accordance with the provisions of the prevailing Intellectual Property Rights in Indonesia.
2. With due observance of the obligation to maintain Confidentiality as referred to in Article 6 of the Agreement, all Intellectual Property Rights owned by each of the PARTIES prior to the Research being carried out are hereby declared by the Parties may be used solely for conducting this Research; likewise, all Intellectual Property Rights resulting from this Research, among others and mainly in the form of a diagnostic kit, shall be the sole property of the FIRST PARTY and become the rights, ownership and interests of the FIRST PARTY's Intellectual Property Rights.
3. The FIRST PARTY permits the SECOND PARTY to use the Intellectual Property Rights of the Research results for internal, research, development, academic at the exclusion of publications, and non-commercial purposes.

#### **Article 8 Research Publications**

1. The SECOND PARTY and its team must not publish or cause to be published any information concerning the materials, the objective (purpose) and scope of this Agreement, or the results of any Research carried out pursuant to this Agreement, without the prior written approval of the FIRST PARTY.
2. With due consideration of provisions in Article 7 and Article 8 of this Agreement, in publications in the media, the Principal Investigator and other researchers' name shall have to be stated as the

authors and the publisher shall acknowledge/certify the FIRST PARTY's funding support comes from the Grant as mentioned in Article 1 of the Agreement.

#### **Article 9 Cooperation Costs**

All Research and other costs associated with the Research as referred to in this Agreement shall be the responsibility of the FIRST PARTY.

#### **Article 10 Term, Termination, and Language**

1. This Agreement shall take effect on the date signed by the Parties, and shall be valid for a period of one (1) year commencing on the signing date of the Agreement. This Agreement may be extended for a period of one (1) year by new mutual agreements and/or amended (if any) by the Parties. Each of the Parties shall have the right to terminate this Agreement by submitting prior written notification 30 days to the proposed termination date.
2. If this Agreement is translated into another language, then the English text shall be the reference in understanding/interpreting the Agreement and remains the only authentic single text, unless each Party agrees in writing that the translation must also be treated the same as an authentic text.

#### **Article 11 Force Majeure**

1. THE PARTIES are released from responsibility to the other PARTIES in the event of a force majeure, namely a situation or event that occurs beyond the capabilities of the PARTIES such as but not limited to earthquakes, major floods, fires, landslides, disease outbreaks confirmed or not by a statement from the competent authority regarding the diseases, general strikes, riot, sabotage, war, rebellion, or government policy that directly obstructs the implementation of this Agreement and/or have materially adverse change to the ability of the PARTIES in fulfilling their obligations under this Agreement, and all losses arising in connection with this are the responsibility of each PARTY.
2. If the Force Majeure lasts more than 7 (seven) days, the PARTIES shall negotiate deliberately to reach consensus as to the continuation the Agreement.

#### **Article 12 Dispute resolution**

1. All disputes that occur between the PARTIES in relation to this Agreement, shall first be settled amicably, by deliberation to reach consensus.
2. Failed to resolve the disputes as mentioned in Paragraph 1 above, the PARTIES agree to settle the dispute through arbitration at the Indonesian National Arbitration Board (BANI) with the arbitration process being held in Pekanbaru, Indonesia, in English language, by appointing a single arbitrator, which decision shall be final and binding and may be enforced by a competent court or other judicial authority.

#### **Article 13 Miscellaneous**

1. Matters that are not or have not been adequately regulated in this Agreement shall be agreed upon later by the PARTIES.

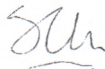
2. All changes, amendements, additions or extensions to this Agreement shall be set forth in an addendum/amendment agreed upon by the PARTIES.
3. THE PARTIES hereby represent and warrant the validity of their Identity and authorities to sign this Agreement and aware of the legal consequences arising from this Agreement and shall be binding on the PARTIES.
4. All notifications/correspondence relating to this Agreement are addressed to the following addresses:

THE FIRST PARTY : **ACHIKO AG**  
**Steven Goh**  
Tel. : 08121181006  
E-mail : [windi.r@achiko.co](mailto:windi.r@achiko.co)

THE SECOND PARTY : **Faculty of Medicine, University of Riau**  
Up. Dean  
Faculty of Medicine, University of Riau  
Jl. Diponegoro No. 1 Pekanbaru 28133  
Phone: 08117066001  
Email: [fk.universitasriau@gmail.com](mailto:fk.universitasriau@gmail.com)

This Agreement is made in 2 (two) copies, each of which is valid, sufficiently stamped and has the same legal force where the PARTIES before signing this Agreement have read and understood the entire contents of this Agreement.

SIGNED for and on behalf of:  
**ACHIKO AG**



SIGNED for and on behalf of:  
**RIAU UNIVERSITY**



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Name: Steven Goh  
Designation: Chief Executive Officer

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Name: Prof. Dr. dr. Dedi Afandi, DFM, Sp.FM (K)  
Title: Dean, Faculty of Medicine, University of Riau

**ANNEXURE 1**

**THE DULY SIGNED RESEARCH PROPOSAL  
OF STUDY ON DIAGNOSTIC TRIAL FOR COVID-19 DETECTION GUMNUT**

## ANNEXURE 2

### CONFIDENTIALITY AGREEMENT AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT by FACULTY OF MEDICINE, RIAU UNIVERSITY

As a condition of the Faculty of Medicine, Universitas Riau (“us”, “our”, “ourselves”) independent contracting relationship with Achiko AG, and in consideration of our independent contracting relationship with Achiko AG and our receipt of the compensation for the Project now and hereafter remitted indirectly to us by Achiko AG through a Grant, we agree to the following:

#### 1. Definition:

- **Collaboration Project IP** means all Intellectual Property rights (other than Copyright) created or developed in the course of the Project funded by the Grant through Company;
- **Company** means **ACHIKO AG**, a public company limited by guarantee incorporated and existing under the laws of Switzerland and having its registered office at Lavaterstrasse 66 8002 Zurich, in this case represented by Steven Goh, in his capacity as Director ;
- **Force Majeure** means any event beyond our reasonable ability, affecting our ability to perform our obligation under the Agreement, wherein limitatively construed as flood, earthquake, volcano eruption, other natural disaster, epidemic, pandemic, fire, bomb explosion, war, terrorist, riot in Indonesia, public strikes and unregistered demonstration, changes in law and regulation of government of the Republic of Indonesia which, all of them caused significantly negative impact to ability of the Parties to perform their obligation under the Agreement.
- **Project** means © the research project entitled **Clinical validation trial of the “Gumnut” Covid19 saliva screening test kit**” and its results, funded by the Grant through the Company;
- **Faculty of Medicine of Riau University** means a Legal Entity State University, established since 25 September 2001 according to Director General of Indonesian Higher Education Decree Number 3082/D/T/2001, that implements the Tri Dharma of Higher Education, namely Education, Research and Community Service.

For the entirety purpose and objective of this Agreement, unless stated firmly otherwise or stated it has different context:

- a. Terms defined in this Agreement in single also has correlative meaning when used in plural, vice versa.
- b. References to any statute or statutory provision include any subordinate legislation made under it and include all statutory provisions amending or replacing the statute referred to;
- c. References to ‘agree’, ‘approve’, ‘agreement’ or ‘confirmation’ shall be interpreted as the agreement whereby an act of one Party to legally bound itself with the other Party under this Agreement, unless firmly stated otherwise in this Agreement. References to persons include individuals, partnerships, associations and bodies corporate;
- d. Reference to a Party or person shall include his/her heirs, its authorized party or recipient of the transfer from that Party. a reference to a Clause or Schedule is a reference to a clause or schedule of this Agreement;

#### 2. **Confidential Information.**

- a. **Company Information.** We agree at all times during the term of our relationship with the Company under a professional consulting services for the Project (our "**Relationship with the Company**") and thereafter to hold in strictest confidence, and not to use except for the benefit of Company, or other companies or entities which at the date of this agreement or in the future

are either (i) controlled by, or (ii) control, or (iii) are under common control with the Company (such companies and entities, including the Company, together being the "**Group**") or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Group. In this clause "control" includes partial, economic, and indirect control. The Company enters into this agreement on behalf of and for the benefit of other Group members, and those Group members may enforce our obligations in this agreement. We understand that "**Confidential Information**" means and includes any Group proprietary information, technical data, trade secrets or knowhow, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Group on whom we called or with whom we became acquainted during the term of our Relationship with the Company), markets, works of original authorship, photographs, negatives, digital images, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to us by the Group either directly or indirectly in writing, orally or by drawings or observation. Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

- b. **Other Party Information.** We agree that we will not, during our Relationship with the Company, improperly use or disclose any proprietary information or trade secrets of any party or other person or entity and that we will not use unpublished document or proprietary information belonging to any such party, person or entity unless consented to in writing by such party, person or entity.
- c. **Third Party Information.** We recognize that the Group has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Group's part to maintain the confidentiality of such information and to use it only for certain limited purposes. We agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Research for the Company consistent with the Group's agreement with such third party.

### 3. **Intellectual Property.**

- a. **Assignment of Intellectual Property.** In consideration of our Relationship with the Company for the Project, we hereby assign to the Company exclusively throughout the world all rights, title and interest (choate or inchoate) in all "**Intellectual Property**" related to the Project which shall mean and include any original works of authorship, inventions, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which we may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during our Relationship with the Company and which (A) are developed using the equipment, supplies, facilities or Confidential Information of the Group, (B) result from or are suggested by work performed by us for the Company, or (C) relate to the business, or to the actual or demonstrably anticipated research or development of the Group.

The Intellectual Property will be the sole and exclusive property of the Company, and we will and hereby do assign all our right, title and interest in such Intellectual Property to the Company, **except as provided in Section 3(d)**. We also further agree that all Intellectual Property shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights, trade secrets, designs, trade marks, layout-designs and all other industrial or intellectual property rights in connection therewith. We further agree to assist the Group in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights, trade secrets, designs, trade marks,



layout-designs and all other industrial or intellectual property rights in connection with the Inventions in any and all countries, and to that end we will execute all documents necessary:

- i. to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights, designs, trade marks or any other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and
  - ii. to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyrights, designs, trademarks or any other analogous protection.
- b. **Patent and Copyright Registrations.** We agree that we will promptly make full written disclosure to the Company, will hold in trust for the sole **economic right** and benefit of the Company all Intellectual Property. We agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Intellectual Property and any copyrights, patents or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property, and any copyrights, patents or other intellectual property rights relating thereto. We further agree that our obligation to execute or cause to be executed, when it is in our power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of our mental or physical incapacity or for any other reason to secure our assistance in perfecting the rights transferred in this Agreement, then we hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as our agent and attorney in fact, to act for and in our behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by us. The designation and appointment of the Company and its duly authorized officers and agents as our agent and attorney in fact shall be deemed to be coupled with an interest and therefore irrevocable.
- c. **Maintenance of Records.** We agree to keep and maintain adequate and current written records of all Intellectual Property made by us (solely or jointly with others) during the term of our Relationship with the Company. The records will be among others in the form of notes, sketches, drawings, and works of original authorship, photographs, negatives, digital images or any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.
- d. **Exception to Assignments.** We understand that the provisions of this Agreement requiring assignment of Intellectual Property to the Company do not apply to any intellectual property that (i) we develop entirely on our own time; and (ii) we develop without using Group equipment, supplies, facilities, or trade secret information; and (iii) do not result from the Project nor any work performed by me for the Company; and (iv) do not relate at the time of conception or reduction to practice to the Group's current or anticipated business, or to its actual or demonstrably anticipated research or development. Any such intellectual property will be owned entirely by us, even if developed by us during the time period in which we are in the service of the Company. We will advise the Company promptly in writing of any intellectual property that we believe meet the criteria for exclusion set forth herein.
- e. **Return of Company Documents.** We agree that, at the time of leaving the Project for the Company, we will deliver to the Company (and will not keep in our possession, recreate or deliver to anyone else) any and all works of original authorship, photographs, negatives, digital

images, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by us pursuant to our Relationship with the Company or otherwise belonging to the Group, its successors or assigns. In the event of the termination of our Relationship with the Company, we agree to sign and deliver the "**Termination Certificate**" attached hereto as **Appendix A**.

4. **Notification of New Employer.** In the event that we complete and leave the Project for the Company, we hereby grant consent to notification by the Company to our new employer or consulting client (if any) about our rights and obligations under this Agreement.
5. **No Solicitation of Employees.** In consideration for our Relationship with the Company and other valuable consideration, receipt of which is hereby acknowledged, we agree that during the period of our Relationship with the Company and for a period of **12** months thereafter we shall not solicit the employment of any person who shall then be employed by the Company (as an employee or consultant) or who shall have been employed by the Company (as an employee or consultant) in a key, managerial, executive, research or sales related position within the prior twelve (12) month period, on behalf of ourselves or any other person, firm, corporation, association or other entity, directly or indirectly.
6. **Representations.** We represent that performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by us in confidence or in trust prior to our Relationship with the Company. We have not entered into, and we agree we will not enter into, any oral or written agreement in conflict herewith. We agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement.
7. **Forum and Equitable Relief.**
  - a. **Forum.** Except as provided in Section 7(b) below, we agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled with best endeavor to reach consensus. Both the Company and us shall then state the results of the agreement into a dispute resolution minutes signed by both parties subject to the exclusive jurisdiction of the courts of Indonesia.
  - b. **Equitable Remedies.** Each of the Company and us agree that disputes relating to or arising out of a breach of the covenants contained in this Agreement would likely require injunctive relief to maintain the status quo of the parties pending the final resolution of any issue pursuant to this Agreement. The parties hereto also agree that it would be impossible or inadequate to measure and calculate the damages from any breach of the covenants contained in this Agreement prior to resolution of any dispute pursuant to arbitration. Accordingly, if either party claims that the other party has breached any covenant of this Agreement, that party will have available, in addition to any other right or remedy, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such provision of this Agreement. The parties further agree that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance.
8. **General Provisions.**
  - a. **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by the laws of Indonesia as they apply to contracts entered into and wholly to be performed within such country. We hereby expressly consent to the exclusive personal jurisdiction and venue of the arbitration conducted in the Indonesian National Arbitration Board (BANI) which was established on 30 November 1977 based on the Decree of the Indonesian Chamber of Commerce No. SKEP/152/DPH/ 1977, or other body known as the

Indonesian National Arbitration Board that the competent authority has decided otherwise in a final and binding decision, which rules are deemed to be incorporated by reference in this clause with the preference conditions as follows:

- i. Arbitration process shall be held in Pekanbaru, Indonesia, in English and appoint 1 (one/single) arbitrator.
  - ii. The single arbitrator shall make a decision terms and conditions stipulated in the Agreement and for matter(s) beyond the content of the Agreement decision shall be made according to the prevailing laws in Indonesia.
  - iii. The decision of single arbitrator shall be final and binding, hence the parties agree and declare not to submit claim upon the decision, or demand cancellation thereto in any court or make an effort to submit new case to any court against the decision made.
- b. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and us relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in our duties, salary or compensation will not affect the validity or scope of this Agreement.
- c. **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
- d. **Successors and Assigns.** This Agreement will be binding upon our heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

IN WITNESS WHEREOF, the undersigned has executed this Confidential Information and Intellectual Property Assignment Agreement as of September 15, 2020.

By:



**Prof. Dr. dr. Dedi Afandi, SpFM (K)**  
Dean of the Faculty of Medicine, Riau University  
Jalan Diponegoro No.1 Pekanbaru 28133

Witness

By:



Name: dr. Arfianti, PhD

Address: Faculty of Medicine, Universitas Riau Jalan Diponegoro No. 1 Pekanbaru 28133

**APPENDIX A**  
**TERMINATION CERTIFICATE**

This is to certify that we do not have in my possession, nor have we failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to the Company or the Group (as those terms are defined in the Agreement, described below).

We further certify that we have complied with all the terms of the Company's Confidential Information and Intellectual Property Assignment Agreement signed by me (the "**Agreement**"), including the reporting of any Intellectual Property (as defined therein), conceived or made by us (solely or jointly with others) covered by the Agreement. We further agree that, in compliance with the Agreement, we will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to the Research and its result and any business of the Group or any of its employees, clients, consultants or licensees.

We further agree that for 12 months from this date, we shall not solicit the employment of any person who shall then be employed by the Company (as an employee or consultant) or who shall have been employed by the Company (as an employee or consultant) in a key, managerial, executive, research or sales related position within the prior twelve (12) month period, on behalf of myself or any other person, firm, corporation, association or other entity, directly or indirectly, all as provided more fully within the Agreement.

Date: 15 September 2020,

By:



**Name:** Prof. Dr. dr. Dedi Afandi, SpFM(K)  
Dean of the Faculty of Medicine, Riau University  
Jalan Diponegoro No.1 Pekanbaru 28133