



MEMORANDUM OF UNDERSTANDING

MADE:

This day of 06.01 2025 in Kota Kinabalu, Malaysia and in Kharkiv, Ukraine.

PARTIES:

EUROPEAN WELLNESS ACADEMIE (ASIA PACIFIC) SDN BHD (“**EUROPEAN WELLNESS BIOMEDICAL GROUP**”) (hereinafter: **EWBG**), a limited liability company with Malaysian Company Registration No. 1174023-K, incorporated and duly existing under the Laws of Malaysia, with its principal address at Unit 67 & 68, Block K, Alamesra Plaza Utama, Jalan Sulaman, 88450 Kota Kinabalu, Sabah, Malaysia, represented by **PROF DR MIKE CHAN**

AND

STATE INSTITUTION “SYTENKO INSTITUTE OF SPINE AND JOINT PATHOLOGY NAMS OF UKRAINE” (hereinafter: **SISJP**), a scientific institution of the industry profile, registered in Ukraine No. 02012214, founded and existing in accordance with the legislation of Ukraine, with the main address at 80, Hryhoriia Skovorody Street, Kharkiv, Ukraine, 61029, represented by the current Director, Dr. **STANISLAV BONDARENKO**

RECITALS:

- A. EW GROUP** a member within a vertically integrated network of affiliated entities and subsidiaries representing the various international business divisions of the European Wellness Biomedical Group (EWBG), which at the time of execution of this MOU comprise the biotech research and development division, bio-manufacturing division, healthcare and wellness centre division, and product distribution division.
- B. SISJP** – is a well-known scientific institution in Kharkiv, Ukraine, with a long (117 years) history of scientific and clinical activities in the field of orthopedics and traumatology, as well as addressing age-related diseases and conditions of the musculoskeletal system, studying the processes of regeneration of bone, cartilage and muscle tissue, which houses

many specialized departments and laboratories that are the basis for the creation and implementation of innovative scientific developments in clinical work.

C. EW GROUP, SISJP are interested in improving the awareness, development, access to and adoption of innovative, evidence-based healthcare and integrative wellness services, products, and treatment solutions amongst the global digital communities.

D. EW GROUP, SISJP desire to pool their respective resources, know-how and expertise, capitalising on EWBG's worldwide biological and regenerative medicine market positioning subject to the terms and conditions of this MOU.

1. SCOPE OF COOPERATION

The present MOU governs the cooperation between EWBG, SISJP (hereinafter referred to as the Parties) regarding their joint project: "*Clinical and experimental studies of the modern bio-regenerative technologies effectiveness*".

The Parties hereby agree to explore jointly and, if found feasible by both Parties, undertake and develop the following partnerships:

- a. Partnership: the planning, design and operation of a digital education platform for the delivery of educational content relating to Integrative and Biological Wellness in short video format curated by EWBG's international network of world-class medical and healthcare practitioners and collaboratively with EWA with their administrative centres based in Malaysia.
- b. The overarching goal of this Cooperation is analysing data material, making results available for research of the effectiveness of bio-regenerative technologies, evaluation and/or care purposes, and promoting education and training.
- c. The Parties undertake to deepen their academic cooperation in the context of this cooperation and, in that spirit, to support and foster the relations between professors, researchers and students in Ukraine/Kharkiv and Malaysia/Kota-Kinabalu by all available means.
- d. Through coordinated and joint research activities, the Parties intend to advance the development of their academic profile in Metabolic Bone Diseases. In that context, the Parties' cooperation will focus on the following measures, particularly in the realm of:
 - exchange of academic staff and academic experiences by issuing reciprocal invitations to individual university teachers to teach courses and give guest lectures;
 - joint organisation of seminars, symposia, conferences and similar events;
 - reciprocal participation in academic events organised by the faculties;
 - exchange of young academics, researchers and students for research purposes;
- e. The MOU includes the implementation of scientific projects between the parties, the details of which will be described in the addendum to the memorandum in the future.

2. CONFIDENTIALITY

- 2.1. The Parties undertake, both during and after the termination of their cooperation, that they comply with all data protection rules and shall furthermore treat as confidential all information of a technical or business nature of the respective other Party which is identified or identifiable as requiring secrecy. Neither of them shall make such information available to third parties without the written consent of the Party concerned. This obligation shall not apply if the information is known to the public or generally accessible.
- 2.1. During the effectivity of this MOU and indefinitely thereafter, neither Party shall, at any time or in any manner, directly or indirectly, divulge, disclose, or communicate to any person, firm, corporation, or other entity in any manner whatsoever, any information concerning the business of the other party, his/its manner of operation, financial condition, systems and procedures, registered trademarks, copyright and patented systems, or other data relevant to it, regardless of whether such information is regarded explicitly by the parties to be confidential.

3. TRADEMARK AND OTHER INTELLECTUAL PROPERTY RIGHTS

The Parties agree that all rights to the intellectual properties of the other Party, including but not limited to trademarks, copyright, patents, inventions, service marks, registered designs, applications, databases, know-how, trade secrets, technical and clinical data, software or computer programs or applications, trade or business names and any other similar protected rights and all other intellectual property relating to or subsisting in the products and protocols (hereinafter collectively referred to as “**Intellectual Property**”) of the other Party are and shall remain the exclusive property of the other Party and its affiliates. At no time shall any Party use the Intellectual Property of the other Party without the prior written consent of the other Party.

4. TERMINATION

- 4.1 Either Party may, upon Thirty (30) business days prior written notice, immediately terminate this MOU for the following causes:
- a) The other Party violates or fails to comply with any of the terms and conditions of, or breaches any warranty under, this MOU; or
 - b) The other Party commits any act which may directly or indirectly prejudice or be inimical to the interest of the innocent Party.
 - c) Upon termination hereof, all accountabilities due to either Party shall immediately be due and demandable, without need of written demand.
 - d) This MOU shall enter into force on the date on which it is mutually signed by the Parties and is made indefinite term.
- 4.2 In addition, this Cooperation MOU may be terminated for good cause (by registered letter) with immediate effect. Good cause shall include, in particular, the termination of the programme on which the MOU is based due to unforeseen events or a serious breach of the Agreement that makes its continuation untenable to the other Party.

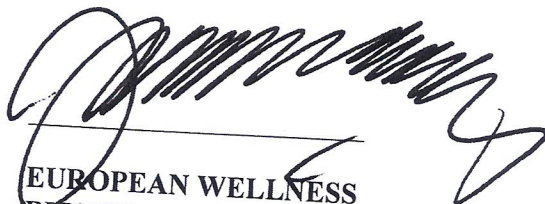
5. JURISDICTION

Jurisdiction for all disputes arising directly or indirectly from the Agreement is vested in the competent court in Malaysia.

6. FINAL PROVISIONS

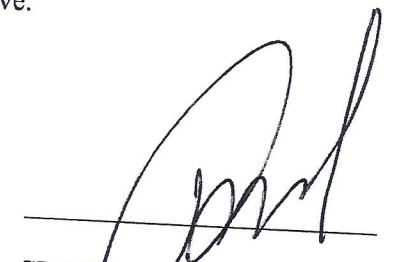
- 6.1. Each of the Parties to this Cooperation MOU undertakes, for the duration of the Agreement, to refrain from doing anything that could foreseeable harm the interests of the other Party.
- 6.2. The Parties shall only be bound by what is agreed upon in writing. All amendments, collateral agreements, and addenda to this Agreement (including any derogation from the written form requirement) must be made in writing to be valid.
- 6.3. Should one or more provisions of this Agreement, for whatever reason, be deemed invalid, the validity of the remaining provisions shall not be affected thereby. The Parties undertake to replace such ineffective provisions and any gaps in their MOU as may arise by EWBG effective obligations that correspond to the Parties' intent.

SIGNED on the date and in the place first written above.



EUROPEAN WELLNESS
BIOMEDICAL GROUP

By:
PROF DR MIKE CHAN



STATE INSTITUTION
"SYTENKO INSTITUTE OF
SPINE AND JOINT
PATHOLOGY NAMS OF
UKRAINE"

By:
DIRECTOR OF THE
INSTITUTE.
PhD. DMSc STANISLAV
BONDARENKO