

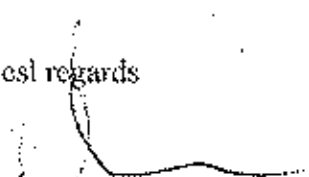
Professor S.K. Bajpai
Govt. Model Science College
Jabalpur M.P.
India

Lund 2013-10-21

To Whomsoever It May Concern

Sending enclosed the signed letter.

Best regards



Anders Wallenäs

CEO

Enclosed: Letter

TO WHOMSOEVER IT MAY CONCERN

This is to clarify that an account with the name "UREA BINDING PROJECT" has been opened in Canara Bank, Jabalpur (India) to provide financial assistance to Dr. S. K. Bajpai,(Prof. of Chemistry, Govt. Model Science College, Jabalpur) who has been working in a collaborative research project between Govt. Model Science College, Jabalpur (India) and Triomed AB , Sweden. An OMO has already been signed to undertake this collaborative research project.

A handwritten signature in black ink, appearing to read 'Anders Wallenås', with a long horizontal flourish extending to the right.

Anders Wallenås

CEO

Professor S.K. Bajpai

Polymer Research Laboratory of
Govt. Model Science College
Government of M.P. (India)
Teaching and Research Institute

South Civil Lines, Pachpedi
Jabalpur
INDIA

Lund 2013-08-22

**MEMORANDUM OF UNDERSTANDING AND MUTUAL NON-DISCLOSURE
AGREEMENT**

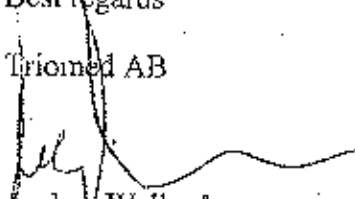
Dear Professor Bajpai

Sending enclosed three copies of the agreement. They are signed by Lund University and Triomed AB. Please arrange for getting them signed by your college and bring two copies to our meeting.

Do looking forward to see you and discuss research cooperation at our coming meeting in New Delhi.

Best regards

Triomed AB


Anders Wallenäs
CEO

Enclosed: Agreement (3 copies)

**MEMORANDUM OF UNDERSTANDING AND
MUTUAL NON-DISCLOSURE AGREEMENT**

THIS MEMORANDUM OF UNDERSTANDING (MOU) AND MUTUAL NON-DISCLOSURE AGREEMENT (MNDA), effective as of August 21, 2013 between

(1) Polymer Research Laboratory of Govt. Model Science College, Government of M.P., (India) owned Teaching and Research Institute located at, South Civil Lines, Pachpodi, the City of Jabalpur, India (the "Research Institute"),

(2) Lund University, Division of Physical Chemistry, Department of Chemistry, Faculty of Science, P.O. Box 117, SE-221 00, Lund, Sweden ("Lund University") and

(3) Triomed AB, a Swedish company, registration no 556582-5576, located at Scheelev. 17, SE-223 70 the City of Lund, Sweden ("Triomed"),

shall (1) set out the basic principles in the MOU for future negotiations of final collaboration agreements and (2) govern the conditions of the mutual disclosure to each other of Confidential Information (MNDA) (as defined in paragraph 1 of the MNDA) relating to the possible collaboration between them.

In consideration of the purpose of the following MOU and MNDA and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to ascertain that there exists a scientific foundation for further collaboration between them and to assure the

confidential status of the information which may be disclosed to each other, the Research Institute, Lund University and Triomed agree as follows:

Memorandum of understanding (MOU)

1. The objective of collaboration research work:
 - a. The objective of the collaborative research work is to increase the efficacy of the urea adsorption/absorption to Cu-chitosan based on the results from already published information by Prof. SK Bajpai.
2. Areas for and contents of collaboration:
 - a. All aspects of urea adsorption and absorption for dialysis purpose of uremic patients.
3. Terms and condition of parties joint work:
 - a. The Research Institute and Lund University have all academic rights to the results in forms of publication, presentation and application of research grants with one exception. Publication may be delayed by Triomed until an application for intellectual property rights protection for such results has been submitted but in no case for a longer period of time than ninety (90) days from the date when Triomed received a copy of the planned publication. Thereafter, the Research Institute and Lund University are always entitled to publish the results.
4. Details of financial assistance provided by the Research Institute and Lund University:
 - a. Triomed will finance all costs for mutual collaborative research regulated in future agreements. These may include:
 - i. Financial support to research fellow appointed to carry out experiments
 - ii. Expenditure for Chemicals, Glass wares and instruments (if required any)

Handwritten signatures and initials

iii. Contingency

iv. Over head (which is normally 10 % of the above) for Institution

5. The total tenure of the project;

a. No limitations.

6. Specific co-operation projects must be negotiated separately between the parties and are in each specific case to be established in separate written agreements, stating the respective rights and obligation of the parties. In case of any ambiguity or conflict of terms between the terms and conditions of this MOU and those of a separate agreement as mentioned above, the terms and conditions of such separate agreement shall prevail.

7. This MOU shall be constructed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the parties. Nothing in this MOU shall create any legal relationship between the parties.

Mutual non-disclosure agreement (MNDA)

1. All information in the field of urea adsorption/absorption and information about the Triomed project, disclosed in oral, written, graphic, photographic, recorded, or in any other form by one party ("the Disclosing Party") to the other collaborating party or parties ("the Receiving Party") shall be deemed to be "Confidential Information".

2. The Receiving Party hereby agrees not to use the Disclosing Party's Confidential Information for others except in connection with the relationship between the parties and for the purposes contemplated in connection with the disclosure by the Disclosing Party, and agrees to not disclose the Disclosing Party's Confidential Information to others (except those identified below) without the express written permission of the Disclosing Party.

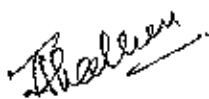
Such relationship may include, but is not limited to, the following activities: evaluation

of products or materials or information; market research; procurement; the pursuit of patents including patent searches; development of technology including products, masks, circuits, devices, systems, subsystems, or processes, and development of business, operation, marketing, or cost information. The Receiving Party agrees to maintain all such Confidential Information confidential and, as a minimum, treat this Confidential Information in the same manner as it would treat its own most highly confidential information.

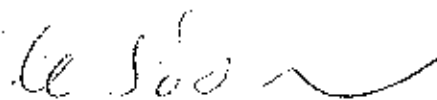
3. The Receiving Party will restrict dissemination of the Disclosing Party's Confidential Information to only those persons among the Receiving Party's personnel, who need to know or reasonably require the Confidential Information, and who are subject to the same obligation as to confidentiality.
4. The Receiving Party may use the Confidential Information received from the Disclosing Party only to the extent required to accomplish the purpose of the above MOU. No other rights, and particularly licenses, to trademarks, to inventions, to copyrights, to patents, to trade secrets and know-how or to any other intellectual property are implied or granted under the above MOU.
5. Confidential Information supplied shall not be reproduced in any form except as required to accomplish the purpose of the above MOU.
6. Unless otherwise specified in writing, all documents and materials containing any Confidential Information shall remain the property of the Disclosing Party. Upon request of the Disclosing Party, the Receiving Party agrees to return all documents and materials containing any Confidential Information of the Disclosing Party. However, the Receiving Party shall be permitted to keep copies for archival purposes, if required by mandatory legislation.

7. Notwithstanding the other provisions stated herein, the Receiving Party shall not be required to maintain such Confidential Information confidential if the Confidential Information:
- a. is now, or which hereafter, through no act or failure to act on the part of the Receiving Party, becomes generally known or available to the public without breach of this MNDA;
 - b. is already known to the Receiving Party at the time of disclosure of such Confidential Information, as demonstrated by competent evidence;
 - c. is furnished to others by the Disclosing Party without restriction on disclosure;
 - d. is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure, provided that the Receiving Party promptly notifies the Disclosing Party in writing of this third party disclosure after receipt thereof;
 - e. is independently developed by the Receiving Party.
 - f. is made public by the Disclosing Party, either by sale or by printed publications;
or
 - g. is disclosed with the written approval of the Disclosing Party.
 - h. is required to be disclose according to law or a court order.
8. This MNDA shall be governed by the law of Sweden without regard to that jurisdiction's conflicts of laws rules. Any dispute shall be adjudicated by Swedish ordinary courts.
9. The parties agree that monetary damages are an inadequate remedy for a breach of this MNDA and that injunctive relief is an appropriate additional remedy.
10. This MNDA shall continue in full force and effect for a period of five (5) years from the date of disclosure of each item.

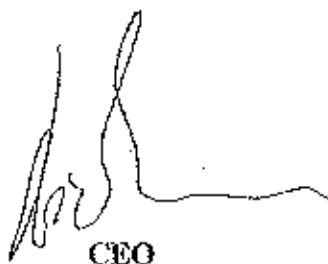
We agree to all terms and conditions stated above and, by our signatures, place this MOU and MNDAs into full effect as of the date first written above.



Principal
Govt. Model Sci. College (Auton.)
Jabalpur (M.P.)



Head of Department
Department of Chemistry
Land University



CEO

Triomed AB
Land, Sweden

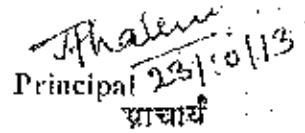
To whomsoever it may concern

I, undersigned, here by certify that as per Memorandum of Understanding (MOU) signed between Govt. model science college, Jabalpur and TrioMed AB, Sweden and as per instructions issued by TrioMed AB Sweden in "Operating Instructions" a joint account has been opened at Canara Bank, M.K. chowk Jabalpur, with the name URFA BINDING PROJECT, and account no. 0380101024218. I have no objection if a fund is allocated to this account from TrioMed Sweden, to meet out expenses against the above collaborative research project under the supervision of Dr. S. K. Bajpai, Department of Chemistry, Govt. Model Science College, Jabalpur.



Dr. S. K. Bajpai
Professor of Chemistry
Govt. Model Science College (Autonomous)
Jabalpur (M. P.) India
Govt. Model Science College

Jabalpur



Principal 23/10/13
प्राचार्य

Govt. Model Science College
Jabalpur (M. P.)

Jabalpur