

**MEMORANDUM OF UNDERSTANDING ("Mou")**  
**Interbiome-II, LLC And Reyon Pharmaceutical Co., Ltd.**

**1. Parties and Purpose**

**Parties:** This Memorandum of Understanding ("MoU") is made and entered into by and between Interbiome-II, LLC, a limited liability company duly organized and validly existing under the laws of the State of Maryland, having its principal place of business located at 13 Taft Ct, Rockville, MD 20850, ("IB-II"), and Reyon Pharmaceutical Co., Ltd., a company duly incorporated and validly existing under the laws of the Republic of Korea ("Korea"), having its principal place of business located at 8F, KT&G Tower, 416 Yeongdong-daero, Gangnam-gu, Seoul, Korea ("Reyon"). IB-II and Reyon are each individually referred to as the "Party" and collectively as the "Parties" in this MoU.

**Purpose and Non-binding Effect:** This MoU is non-binding and intended solely for confirming the mutual understanding of the Parties on creating a cooperative relationship in the manufacture of experimental biologics for clinical trials. The Parties will only be legally bound upon the signing of definitive agreement(s) concerning the subject matter hereof.

**2. Forms of Cooperation**

The following forms of cooperation, amongst others, may be pursued hereunder:

**(a) Investment for CMO construction**

- Development and co-ownership of US-based biologics GMP facilities
- Cooperative development of Korea-based biologics GMP facilities
- Co-ownership of US-based real estate housing biologics GMP facilities

**(b) Knowledge sharing**

- Exchange of scientific, technical and Quality Assurance (QA) staff
- Staff training, especially per US FDA QA requirements
- Drug Process Development (PD) and manufacturing scale-up activities
- 2-Way technology transfer, between R&D and GMP manufacturing staff

**(c) Facility linkage**

- Production of biologic drugs for Ph-1,2,3 clinical trials in Korea + USA

**(d) Scientific Advisory Board**

- Scientific advisory board for Reyon's development progress  
(project based contract, if applicable)

**3. Specific Cooperation Projects**

IB-II seeks a partner to co-fund additional biologics GMP drug-manufacturing facilities

and for exposure to international markets.

Reyon seeks accelerated acquisition of biologics manufacturing talent, US-based biologics manufacturing facilities, and co-training of both QA and manufacturing staff to meet FDA and ISO biologics GMP manufacturing standards.

Reyon will send its staff to IB-II, to be involved in diverse aspects of the IB-II Maryland facility design, construction and operations, including staff hiring/training. It is expected that facility construction, validation and staff training will require 12 to 18 months. Product PD, however, may begin months in advance of final validation of GMP manufacturing suites.

IB-II agrees to send its QA and other staff, as needed, to Reyon, to assist with onsite development of Reyon's biologics manufacturing facilities and staff training.

#### 4. General Coordinators

For Interbiome :

Roger Erickson, CEO  
Interbiome-II, LLC  
E-mail : rge@InterbiomePartners.com  
Tel : 301-370-1097

For Reyon :

Hye Jin Hong, BIO Project Management Team Leader  
Reyon Pharmaceutical Co., Ltd  
E-mail: elly.hong@reyonpharm.co.kr  
Tel : +82-2-3407-8304

#### 5. Liability

Except for loss or damages caused through gross negligence or intent, the Parties shall have no liability to each other hereunder. All incurred liability will be the sole responsibility of the legal entity IB-II.

#### 6. Legal Relationship

This MoU shall be construed as a statement of mutually beneficial collaboration, yet nothing in this MoU shall create any legal relationship between the Parties. Such legal relationships shall be detailed in separate contracts, to follow.

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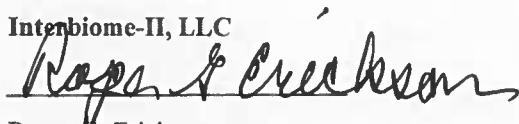
**7. Commencement, Renewal, Termination**

This MoU will be effective from the date of the last signature hereto and will remain in force for five (5) years, with a possibility for renewal at the end of the five-year-period, subject to Parties' written agreement. Either Party may terminate this MoU by giving six (6) months' notice in writing to the other Party.

This MoU has been drawn up in two (2) original copies in the English language, each Party receiving one duly signed copy hereof.

Signed on behalf of :

**Interbiome-II, LLC**

  
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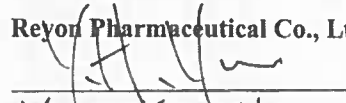
Roger G. Erickson

Rockville, MD USA

Date : 20 March 2020

Signed on behalf of :

**Reyon Pharmaceutical Co., Ltd.**

  
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Seoul, Korea

Date : Mar/20/20

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