**Conflict of Interest Statement or Policy**

**Policy Statement**

All persons employed by Oricula Therapeutics LLC (the "Company"), directors of the Company, or persons with decision making authority to commit the resources of the Company (hereafter termed “Interested Parties”) or who conduct studies on behalf of the Company must never place themselves in a position where their self-interest may conflict with this duty.

Any Interested Party who breaches this policy is subject to disciplinary action, up to and including discharge.

Interested Parties will:

- have a duty of fidelity to the Company
- avoid actual or appearance of a Financial Conflict of Interest
- disclose to the Company Potential Financial Conflicts of Interest
- avoid conduct that would do harm to Company business or reputation
- never accept Gifts or 'Kickbacks' from competitors or vendors of Company
- maintain conscientious handling of Company funds and property
- not disclose Company Confidential Information
- disclose and have permission for outside employment or business activity

**Definitions**

1. “Business Entity” means a sole proprietorship, partnership, joint venture, or any other form of enterprise, whether conducted for profit or not.
2. “the Company” means Oricula Therapeutics LLC.
3. “Conflict of Interest Committee” means the committee responsible for reviewing Conflict of Interest issues relating to the Director. It will consist of the other members of the board of directors of the Company.
4. “Director” means the CEO of Oricula Therapeutics LLC.
5. “Family Member” means a spouse, domestic partner, child, parent, sibling, or in-law.
6. “Financial Conflict of Interest” means any situation in which a Interested Party has the opportunity or appears to have the opportunity to influence the Company’s decisions or use resources or confidential or proprietary information of the Company in ways that could lead to professional, personal
or financial gain, or otherwise give improper advantage to the Interested Party (or Family Member) or organizations in which he or she (or Family Member) hold official positions or Significant Financial Interests.

7. “Financial Interest” means anything of monetary value, whether or not the value is readily ascertainable.

8. “Interested Party” means all persons employed by Oricula Therapeutics LLC (the "Company"), directors of the Company, or persons with decision making authority to commit the resources of the Company or participate in the Company Research.

9. “Research” means a systematic investigation which is designed to develop or contribute to generalizable knowledge in which an Interested Party (or those under the control of such Interested Party) a) obtains data; or b) generates data not previously known. Intervention includes both physical procedures by which data are gathered and manipulations of the environment that are performed for research purposes.

10. “Personnel Action” means recruiting, hiring, sponsoring, appointing, terminating, promoting, demoting, setting compensation or other benefits, and allocating Company resources such as space and funding.

11. “Significant Financial Interest” means a Financial Interest consisting of one or more of the following interests of an Interested Party (or his/her Family Member): 1. With regard to any publicly traded entity, a Significant Financial Interest exists if the value of any remuneration received from the Business Entity in the twelve months preceding the disclosure and the value of any equity interest in the Business Entity as of the date of disclosure, when aggregated, exceeds $5,000. For purposes of this definition, remuneration includes salary and any payment for services not otherwise identified as salary (for example, consulting fees and honoraria); equity interest includes any stock, stock option, or other ownership interest, as determined through reference to public prices or other reasonable measures of fair market value; 2. With regard to any non-publicly traded Business Entity, a Significant Financial Interest exists if the value of any remuneration received from the Business Entity in the twelve months preceding the disclosure, when aggregated, exceeds $5,000, or when the Interested Party (or his/her Family Member) holds any equity interest (for example, stock, stock option, partnership interest, or other ownership interest); or 3. Intellectual property rights and interests.

The term Significant Financial Interest does not include:

a. Salary, royalties or other remuneration from the Company;

b. Income from seminars, lectures or teaching engagements sponsored by a Federal, state, or local government agency, a U.S. institution of
higher education, an academic teaching hospital, a medical Company, or a research institute that is affiliated with an institution of higher education;

c. Income from service on advisory committees or review panels for a Federal, state, or local government agency, a U.S. institution of higher education, an academic teaching hospital, a medical Company, or a research institute that is affiliated with an institution of higher education; or

d. Income from investment vehicles, such as mutual funds and retirement accounts, as long as the Interested Party (or his/her spouse, domestic partner or dependent child) does not directly control the investment decisions made in these vehicles.

e. Equity investments amounting to less than 0.001% of a publically traded company that is in an industry unrelated to the Company Research or procurements.

12. “Transaction” is used in its broadest sense and includes, but is not limited to, loans, buying or selling goods or services, research, investigation, testing or patient care. The term does not include the purchase by a Interested Party or Family Member of goods or services offered by the Company in the normal course of business.

Disclosure, Review and Monitoring Requirements

1. Interested Parties will disclose Significant Financial Interests upon hiring or appointment to a position of an Interested Party, at least annually thereafter, and within 30 days of discovering or acquiring a new Significant Financial Interest.

2. Director will insure that Interested Parties submit their Significant Financial Interests according to #1. above. Director will promptly review new financial disclosures and determine whether there exists a Financial Conflict of Interest for the Interested Party.

3. Conflict of Interest Committee will insure that the Director files his Significant Financial Interest statement and will promptly review same to determine whether there exists a Financial Conflict of Interest for the Director.

4. Director and/or the Conflict of Interest Committee will establish a management plan for dealing with a Financial Conflict of Interest of an Interested Party or the Director himself to remove the conflict or manage the conflict in accordance with 42 CFR 50.605(a).

5. Director and/or the Conflict of Interest Committee will monitor any Interested Party on a management plan to insure compliance.
**Reporting Requirements**

1. Director will send initial and annual and revised Financial Conflict of Interest reports, including all reporting elements required by the regulation, to the NIH for the Company and its subrecipients, if applicable. Reports will be sent prior to expenditure of NIH funds, within 60 days of identification for a new Interested Party assigned to an NIH project, within 60 days of the identification of a new Financial Conflict of Interest for existing Interested Parties, and at least annually.

2. Director will promptly notify NIH if bias is found with the design, conduct or reporting of NIH-funded Research along with a mitigation report in accordance to regulation 42 CFR 50.605(a)(3)(iii).

3. Director will promptly notify NIH if an Interested Party fails to comply with the Company Financial Conflict of Interest policy or a Financial Conflict of Interest management plan.

4. Director will maintain all Financial Conflict of Interest related records for at least 3 years from the date of the final expenditures report is submitted to NIH following completion of the grant activity for which the reports were solicited.

**Enforcement Mechanisms and Remedies**

1. Reporting Violations
   - If an Interested Party becomes aware of any arrangement which constitutes a conflict for any other Interested Party that was not disclosed, that Interested Party will immediately disclose the matter to the Director.

2. Sanctions
   - Violations of this policy by Interested Parties will be reported to the Director for appropriate action. If a violation of this policy has biased the design, conduct or reporting of any government funded research, the Director will determine what corrective action should be taken and will notify the awarding agency. The Director may, at his or her discretion, appoint an ad hoc committee to review the situation and determine what corrective action should be taken. Intentional violations of this policy or may result in immediate suspension or dismissal in accordance with the Company’s established personnel policies.

3. Disclosure
If it is determined that government funded Research has been conducted by an Interested Party with an unreported significant financial interest, Company will require the disclosure of that financial interest in each public presentation of the results of the research.

**Subrecipient Requirements**
The Director will insure, via contractual agreement, that all subrecipient organizations that are involving in conducting the Company Research follow the subrecipient organization’s own policies consistent with the 42 CFR 50.605 regulation.

**Public Accessibility**
This Conflict of Interest Policy will be posted and maintained up to date on the Company Website: oricularx.com

Any Financial Conflict of Interest associated with government funded Research involving an Interested Party will be published on the Company website within 60 days of identification and be maintained for at least three years.

**Training Requirements and Affirmation**

1. Director will insure that each new and existing Interested Party will read and sign this policy.

2. Director will insure that each new and existing Interested Party will be trained on the importance of and method of financial disclosure upon hire or appointment to a Company Research project. Such training will be repeated at least every four years and the Interested Party will again sign the then in-force Conflict of Interest policy.

3. Director will insure that training is repeated for any Interested Party not in compliance with the policy of the management plan for the Party.

By signing this policy, I acknowledge understanding of the above policy and acceptance of the policy guidelines, reporting requirements and constraints.

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Interested Party Signature and Date