

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
(ORLANDO DIVISION)

VANESA SEMLER,

Plaintiff,

v.

H BION, INC., SOOAM
BIOTECH RESEARCH
FOUNDATION, and
HWANG WOO SUK ,

Defendants.

Case No.

COMPLAINT

JURY TRIAL DEMANDED

COMES NOW Plaintiff, through her undersigned attorneys, who file this Complaint against Defendants and allege as follows:

PARTIES, VENUE, JURISDICTION AND SUBJECT MATTER

1. Plaintiff is a resident of Orange County, Florida and owner of that certain chihuahua named “Miracle Milly” that is the World’s smallest dog.
2. Defendant, H Bion, Inc. (“H Bion”) is a for profit Korean corporation engaged in the business of canine cloning technology and whose principal business address is 64 Gyeongin-ro, Guro-gu, Seoul, South Korea, 08359.
3. Defendant, Sooam Biotech Research Foundation (“Sooam”) is an allegedly non-profit Korean research foundation whose principal business address is 64 Kyunginro, Guro-g, Seoul, South Korea, 152-895.
4. Sooam focuses on research in advanced biotechnology for industrial and biomedical applications using animal cloning. <http://en.sooam.com/cm/sub04.html>.

5. Sooam was created by and is controlled and “centered around Doctor Hwang Woo Suk” and “exploits the endless possibilities of animal cloning.” *Id.*

6. Defendant, Hwang Woo Suk (“Suk”), is an individual and agent of H Bion, and Sooam. Suk is Chief Executive Officer of H Bion, acted as an agent of H Bion and Sooam in connection with certain of the allegations of this Complaint and also acted outside the scope of such agencies as alleged.

7. H Bion and Sooam are the mere instrumentality or alter ego of Suk, and of each other. Suk used the entities of H Bion and Sooam for improper conduct including to induce Plaintiff into entering an agreement for the cloning of Miracle Milly and to defraud Plaintiff for their own unjust enrichment at the expense of Plaintiff. Accordingly, each of the Defendants is jointly and severally liable for all of Plaintiff’s claims and damages presented in the Complaint and arising under the agreement governing the Miracle Milly cloning project.

8. The Court has jurisdiction over the subject matter presented in this action pursuant to 28 U.S.C. Section 1332 because the amount in controversy exceeds \$75,000 and the Plaintiff and Defendants are diverse in citizenship and state of incorporation.

9. Venue is proper in this Court because conduct forming the basis of Plaintiff’s claims against Defendants took place in Orange County, Florida.

10. Venue is further proper before this tribunal because a substantial part of the intellectual property at issue in this action is located in, or owned by a resident of, Orange County, Florida, the causes of action accrued in Orange County, Florida and breaches of the Agreement occurred in Orange County, Florida.

11. Personal jurisdiction exists over the Defendants based on specific personal jurisdiction for the instant claims that arise out of or relate to the Defendants' contacts with Florida as enumerated in Fla. Stat. § 48.193(1)(a).

12. Defendants are subject to the personal jurisdiction of the courts of this State because they breached, intentionally interfered with, or caused the breach of the instant agreement in Florida by failing to perform acts required by the contract to be performed in this State and by committing tortious acts within or aimed at Florida including the misappropriation of Plaintiff's trade secrets. § 48.193(1)(a)(1), (2), (6) and (7), Fla, Stat.

13. Along with other contacts Defendants have with Florida, Defendants actively solicit business in Florida including the cloning of dogs, have cloned dogs in addition to Magical Milly for residents of the State of Florida and engaged in extensive correspondence, phone conversations, and emails with the Plaintiff and Plaintiff's representatives in Florida.

14. The exercise of personal jurisdiction over Defendants comports with the requirements of due process. Defendants reasonably should have anticipated being subject to suit before a Florida court in the event of a legal dispute with Plaintiff regarding Miracle Milly and the agreement related to her cloning.

15. Defendants have certain minimum contacts with Florida such that the maintenance of the suit does not offend traditional notions of fair play and substantial justice. The relationship among the Defendants, Plaintiff, the forum, and the litigation satisfies due process.

16. The Plaintiff's claims arise out of or relate to the Defendants' contacts

with Florida including the Defendants' obligations under the Agreement. The Defendants purposefully availed themselves of the privilege of conducting business and other activities within Florida.

FACTS

17. Miracle Milly holds several current world records including: (1) the World's smallest puppy as recognized by the World Record Academy and (2) the smallest living adult dog on Earth according to the Guinness Book of World Records. See www.worldrecordacademy.com and <http://www.guinnessworldrecords.com>.

18. The rarity and value of Miracle Milly, her DNA and other genetic material is substantial and clearly known by the Defendants.

19. On or about February 11, 2017, Plaintiff and H Bion entered into the Research Collaboration Agreement for Miracle Milly (the "Miracle Milly Research Agreement" or "Agreement"), a true and correct copy of which is attached hereto as Exhibit "A".

20. Pursuant to the Agreement, H Bion was to make or produce ten (10) cloned puppies of Miracle Milly—one (1) for the Plaintiff and nine (9) for the Defendants for research purposes.

21. In breach of the Agreement, Defendants made forty-nine (49) cloned puppies of Miracle Milly, engaged in abusive cloning practices and wrongfully disseminated dozens of Miracle Milly clones and the DNA of Miracle Milly to third parties for Defendants' own gain.

22. As a direct result of the breaches of the Agreement and other actionable conduct of the Defendants, Miracle Milly now holds the dubious distinction and world record as the most cloned dog on the Planet.

23. The Defendants have destroyed the rarity and priceless value of Miracle Milly and her genetic material.

24. A primary purpose of the Miracle Milly Research Agreement was the advancement of H Bion's canine cloning technology.

25. The Miracle Milly Project under the Agreement includes all research performed by H Bion in connection with or related to the cloning of Miracle Milly and use of her DNA and genetic material.

26. Pursuant to the Agreement, Plaintiff owns 50% of all advancements of H Bion in its canine cloning technology or any other advancement that is based in any manner on Miracle Milly's biological material, including the identification of the gene causing her dwarfism.

27. A major reason for H Bion's interest in Miracle Milly was her genetic material related to dwarfism. Research using Miracle Milly's DNA and other genetic material related to dwarfism is likely to lead to advancements in the genetic and cellular factors important in growth, not only in canines but in other species including humans.

28. Plaintiff complied with the terms of the Miracle Milly Research Agreement. The Donor Cells from Miracle Milly were provided to H Bion and were viable as determined by H Bion pursuant to Section 2.2 of the Miracle Milly Research Agreement.

29. Pursuant to the Miracle Milly Research Agreement, H Bion was required to provide Plaintiff with an ultrasonographic image of each pregnancy diagnosis of a cloned puppy, notice of successful delivery of each cloned puppy and written verification of a genetic match. H Bion breached each of these provisions of the Agreement for each of the 49 Miracle Milly cloned puppies amounting to 147 blatant violations of the Agreement.

30. Defendants did not provide an ultrasonographic image of any of the pregnancy diagnoses of a cloned puppy of Miracle Milly, notice of any successful delivery of each cloned puppy or written verification of a genetic match for each of the 49 cloned puppies or the additional 10 puppies that were allegedly still born.

31. Pursuant to the Miracle Milly Research Agreement, H Bion was to produce no more than 10 cloned puppies. H Bion created 49 Miracle Milly Clones. H Bion breached this provision of the Agreement at least 39 times bringing its separate violations of material terms of the Agreement to at least 186.

32. H Bion transferred many of these cloned puppies and other intellectual property to third parties without Plaintiff's knowledge or consent in violation of the Agreement.

33. H Bion breached the Agreement by failing to provide Plaintiff her right to selection of which of the cloned puppies she would receive.

34. Pursuant to the Miracle Milly Research Agreement, all rights, title, interest and intellectual property in any "cells" of Miracle Milly obtained by H Bion belong to Plaintiff.

35. H Bion breached the Agreement by transferring substantial and valuable intellectual property and trade secrets owned by Plaintiff to third parties including other research institutions.

36. All rights, title and interest in “any technological/scientific information, know-how, products, materials or other forms of intellectual property developed or invented by H Bion in the use of DNA” from Miracle Milly is owned by Plaintiff and H Bion equally. *See* Agreement at Section 4.1.

37. The rights created by Section 4.1 of the Agreement give Plaintiff the right to full transparency, and an accounting, as to any technological/scientific information, know-how, products, materials or other forms of intellectual property developed or invented by H Bion or any of the Defendants in the use of DNA from Miracle Milly and the research and study of the Miracle Milly Cloned Puppies. Plaintiff made a formal demand for such information which was ignored and denied by H Bion.

38. H Bion is continuing with significant work, research and development using intellectual property and trade secrets owned by Plaintiff including Miracle Milly’s biological material and multiple Miracle Milly clones. And, H Bion admitted in writing that it has transferred Miracle Milly clones to “other institutions.”

39. According to H Bion’s website the company uses research and development gained from its dog cloning in a variety of ways to develop new technologies and pharmaceutical products. Indeed, H Bion brags about its production of miniature pigs. Upon information and belief, H Bion is using Miracle Milly’s DNA and

other biological data, including her rare dwarfism gene mutation, and the study of the Miracle Milly Cloned Puppies in the advancement of H Bion's products and business.

40. It is well documented that research in gene mutation causing dwarfism in dogs has benefits for canine as well as human health. *See "New Dwarfism Identified in Dogs"*, University of Helsinki, September 26, 2013.

41. H Bion has within its possession, which it has already transferred copies of to third parties in breach of the Agreement, the complete DNA and biological data of the World's smallest dog as well that of dozens of cloned puppies of the World's smallest dog. Defendants admitted that they will study and used this data and the clones in research for at least the next 5-7 years. The value of this information is massive and is being used in breach of the Agreement and in violation of the Florida Uniform Trade Secrets Act.

42. The singular nature of Miracle Milly's genes and the study of dozens of her cloned puppies represents many potential breakthroughs that are being used in breach of the Agreement.

43. Plaintiff engaged in substantial efforts to resolve this matter without litigation including formal private demands and requests for mediation. Plaintiff attempted to keep this dispute between the parties. Pursuant to the Agreement, Plaintiff demanded that the Defendants participate in binding arbitration of the instant dispute which the parties agreed would take place in the United States and pursuant to the laws of the United States.

44. Defendants refused to participate in Arbitration.

45. Plaintiff filed a demand for arbitration with JAMS and served such demand on the Defendants.

46. JAMS sent several communications to the Defendants requesting their participation in arbitration.

47. Defendants failed to participate in Arbitration even after several communications by JAMS directly to the Defendants asking for their participation.

48. Defendants willfully refused to participate in arbitration or exercise their rights to arbitration contained in the Agreement.

49. Defendants waived any right to compel arbitration contained in the Agreement.

50. Defendants failed and refused to provide any transparency, security or payment in connection with the Agreement as promised.

51. Defendants, realizing the value of Miracle Milly's DNA, genetic material and clones have converted these without payment of any consideration and constituting abusive and unethical cloning practices.

FIRST CAUSE OF ACTION

(BREACH OF CONTRACT)

52. Plaintiff re-alleges the preceding paragraphs as if fully set forth herein.

53. The Agreement is a valid and enforceable contract.

54. H Bion breached the Agreement in several material ways including failing to pay the consideration owed to Plaintiff under the Agreement.

55. H Bion breached the Agreement at least 147 times by intentionally and secretly failing to provide Plaintiff with an ultrasonographic image of each pregnancy

diagnosis of a cloned puppy, notice of successful delivery of each cloned puppy and written verification of a genetic match.

56. H Bion breached the Agreement by intentionally making 49 cloned puppies, transferring dozens of such cloned puppies to third parties and keeping cloned puppies for Defendants' research in excess of the amount allowed under the Agreement.

57. H Bion breached the Agreement by failing to disclose the technological/scientific information, know-how, products, materials or other forms of intellectual property developed or invented by H Bion in the use of DNA or other biological material from Miracle Milly or her clones.

58. H Bion breached the Agreement by the sale or exchange of Miracle Milly Cloned Puppies, Miracle Milly DNA, cells or other biological material and in the sale or exchange of cells, DNA or other biological material from any Miracle Milly Cloned Puppies.

59. The material breaches of the Agreement by Defendant are the direct and proximate cause of substantial damages to Plaintiff.

SECOND CAUSE OF ACTION

(UNIFORM TRADE SECRET ACT)

60. Plaintiff re-alleges the preceding paragraphs as though fully set forth herein.

61. Plaintiff possessed and owned confidential trade secret information in the DNA and other genetic material of Miracle Milly and her cloned puppies and took reasonable steps to protect its secrecy.

62. Plaintiff's trade secret information derives economic value from not being readily ascertainable by others and was, and is, the subject of reasonable efforts to protect its secrecy.

63. The trade secret and confidential DNA and other genetic material of Miracle Milly and her cloned puppies was misappropriated by the Defendants who knew or had reason to know that these trade secrets were improperly obtained.

64. Defendants' misappropriation of the trade secret and confidential DNA and other genetic material of Miracle Milly and her cloned puppies is the direct and proximate cause of substantial damages to Plaintiff.

65. Plaintiff requests and is entitled to her attorney's fees incurred in connection with Defendants' misappropriation of trade secrets pursuant to Section 688.005, Fla. Stat.

THIRD CAUSE OF ACTION

(INTENTIONAL INTERFERENCE WITH CONTRACT)

66. Plaintiff re-alleges the preceding paragraphs as though fully set forth herein.

67. A valid contract existed between the Plaintiff and H Bion.

68. Suk and Sooam knew of the Agreement.

69. Suk and Sooam took actions intended to induce a breach or disruption of the Agreement.

70. There was no legal justification for the actions of Suk and Sooam.

71. The actions of Suk and Sooam caused multiple material breaches of the Agreement and substantial damages to Plaintiff.

PRAYER FOR RELIEF

Plaintiffs pray for Judgment against Defendants as follows:

1. For costs of the suit herein;
2. For damages on Plaintiff's legal causes of action according to proof;
3. For pre-judgment interest on identifiable sums according to proof;
4. For interest on all sums awarded;
5. For exemplary damages as permitted by law including those under the Florida Uniform Trade Secrets Act;
6. For attorneys' fees as permitted by law;
7. For such other and further relief as the Court may deem just and proper.

DATED this 4th day of March 2019

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Attorneys for Plaintiffs
Carlos Bonilla, Esq. (Florida Bar No. 0588717)
Vincent B. Lynch, Esq. (Florida Bar No. 0917801)

By: /s/ Carlos Bonilla
Carlos Bonilla, Esq.

Exhibit A

Research Collaboration Agreement for "Miracle Milly"

THIS RESEARCH FUNDING AGREEMENT (this "Agreement") is entered into on the 11th day of February, 2017 ("Effective Date") by and between Vanesa Sabrina Semler ("Sponsor") and H BION, INC. ("H BION"), having its principal place of business based at 64 Gyeongin-ro, Guro-gu, Seoul, 08359, Republic of Korea.

WHEREAS, H BION is a profit organization incorporated and validly existing under the laws of Republic of Korea with possession of knowledge and experience in the research of canine cloning technology, and

WHEREAS, Sponsor wishes to provide research materials for H BION's research in return for biological products of the research defined herein.

NOW THEREFORE, in consideration of mutual covenants set forth herein, Sponsor and H BION (individually "Party" and collectively "Parties") agree to the following:

1. DEFINITIONS

As used in the Agreement, the following terms, whether used in the singular or plural, shall have the following meanings:

1.1 "Donor" means Sponsor's dog named Milly, holding the world's Guinness 2014 record as the world's smallest dog, being cloned during H BION's canine cloning research, as pursuant to the terms herein.

1.2 "Donor Cells" means biological materials obtained from Donor through either ante-mortem or post-mortem veterinary biopsy following instructions provided by H BION.

1.3 "Donor Relative Sample" means the blood samples obtained from related individuals of the Donor as provided by Sponsor for scientific investigations.

1.4 "Cloned Puppy" means a puppy or puppies produced from a successful cloning of Donor during H BION's canine cloning research with a genetic makeup identical to that of Donor.



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1.5 **"Project"** means all research performed by H BION in connection with the cloning of Donor as outlined in Section 2.3 with the purpose of advancing canine cloning technology.

1.6 **"Project Funding"** means the amount paid by Sponsor to H BION for the latter's research performed under this Agreement in accordance with Section 3.1.

1.7 **"Proprietary Information"** means all information that is intended by either Party to be or remain non-public, and includes all such information of any kind whatsoever including, but not limited to, business and financial information, knowledge, understanding, know-how, trade secrets, technical research findings, and any other confidential information.

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2. SCOPE OF RESEARCH

2.1 Upon the execution of this Agreement, Sponsor shall provide H BION with Donor Cells, Donor Relative Samples and all medical history and records, photographs for identification, and other necessary information (e.g. breed, sex, age at the time of biopsy, coat color, body weight, special career, etc.) of Donor. The packaging and delivery of the Donor Cells and Donor Relative Sample shall be transported following methods suggested by H BION on a case-by-case basis within 1 month of the effective date. H BION shall not be in any way obligated to consider or accept Donor Cells transported by methods unapproved by H BION.

2.2 H BION shall only commence the Project upon its determination that the Donor Cells are viable and are existent in sufficient proportion for cloning research and genetic analysis. Such validations shall be conducted within four (4) weeks after receipt of the Donor Cells by H BION in accordance with Section 2.1. If the Donor Cells are determined to be unsuitable for cloning research by H BION, then the Agreement shall be modified as specified in Section 5.1.

2.3 The Project which progress shall be shared with Sponsor on a periodic basis upon request by Sponsor includes, but is not limited to, research in the following areas:

2.3.1 Donor Status

Determination of cloning potential and efficiency according to Donor breed, size, sex, existence of disease/disease type, and living/dead condition, etc. H BION shall also investigate the biological explanations behind Donor's small size by making qualitative and quantitative analyses of the DNA and the epigenome.

2.3.2 Donor Cell and Donor Relative Sample Status

Determination of cloning potential and efficiency according to status of Donor Cells. Status factors of the Donor Cells include, but are not limited to, original tissue (e.g. abdominal, oral mucosa, ear fibroblast, reproductive tract, etc.), cryopreservation period, passage number, and morphology and size. Frozen blood samples of Donor Relative Sample shall be assessed in addition for genetic composition to find linkage of genes responsible for small size.

2.3.3 Experiment Procedure

Determination of cloning potential and efficiency according to variables involved in experimental procedures during cloning research including, but not limited to, oocyte collection time depending on progesterone level of oocyte donor, squeezing vs. aspiration method during enucleation, nucleus staining and cytochalasin B treatment, conditions involved in fusion of oocytes and Donor cells, *in vitro* maturation period after fusion, maturation medium components, number of clone embryos used during embryo transfer, oviduct region for embryo transfer, and transfer speed, DNA sequencing, epigenetic analyses thereof.

2.3.4 Characterization of Cloned Puppy

Examination of traits displayed by Cloned Puppy including, but not limited to, inheritability of physical (e.g. eye color, fur spot location, etc.) and behavioral traits from Donor, and reproductive capability. Under no conditional shall the Cloned Puppy be subject to harm including any methods causing lethal amount of pain or euthanasia as part of experimental procedures.

2.4 H BION shall provide Sponsor with an ultrasonographic image of the pregnancy diagnosis within ten days after the pregnancy of the Cloned Puppy is confirmed. H BION shall notify Sponsor within ten (10) days of successfully delivering the Cloned Puppy either through natural delivery or Caesarean section and provide Sponsor with written verification of a genetic match between the Donor and the Cloned Puppy, which may be conducted by a third party, within four (4) weeks after the birth of the Cloned Puppy.

2.5 H BION shall complete the Project within the Term as set forth in Section 5.1. The Project will be deemed to have been completed upon the adoption of Cloned Puppy by the Sponsor following Section 2.7 at the address specified below.

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2.6 In consideration of the Sponsor's payment of the Project Funding, one Cloned Puppy per Sponsor is to be provided to the Sponsor under this Agreement. The project will produce in total approximately 10 cloned puppies, of which the Sponsor will choose the one Cloned Puppy of the smallest size to adopt. In future date when Cell Donor has passed-away, H BION shall provide another Cloned Puppy to Sponsor under another agreement drafted in a similar manner such as the current Agreement outlining zero (0) cost of providing a clone.

2.7 Sponsor agrees to adopt one Cloned Puppies, as may be applicable, within one (1) month after the quarantine requirement of the intended location of adoption is fulfilled. All expenses incurring from the nurturing and physical checkup of the Cloned Puppies at H BION during such one month period after the quarantine requirement is fulfilled shall be covered by H BION as specified in Section 3.3. In the event the Sponsor does not adopt and take possession of the Cloned Puppies within one month after the quarantine requirement is fulfilled or fails to pay any amounts due to H BION hereunder within the specified period of time, the Sponsor shall be deemed to have forfeited its right to adopt the Cloned Puppies which shall become the sole property of H BION.

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3. PROJECT FUNDING

3.1 The Parties agree that the total Project Funding to be paid by the Sponsor to H BION is zero (0) US Dollar.

3.2 Except as specified in Sections 3.1 and 3.2, H BION shall cover all expenses incurring from the nurturing of the Cloned Puppies and their physical checkup at H BION until adoption or one month after the quarantine requirement period of the intended location of adoption, whichever is earlier. H BION shall also cover the expense of stay (hotel accommodations) of Sponsor when Sponsor visits H BION during birth of the Cloned Puppies as Sponsor agrees to share vital information in care for small breed of dogs such as Cell Donor.

3.3 Sponsor shall cover the expenses incurring from the adoption of ONE Cloned Puppy including the costs of transportation from South Korea to desired destination.

3.4 All payments to be made hereunder by the Sponsor to H BION shall be made in cash and in US dollars via wire transfer to a bank account designated by H BION and shall be made net of any wire transfer fees and other banking charges and fees that may be incurred as a result of the payments made by the Sponsor to H BION hereunder. Furthermore, unless otherwise provided herein, each Party shall be responsible for payment of any taxes (including federal, state, national

or local income, sales, use, value added taxes or other similar taxes) owed by it and arising from this Agreement. No amounts payable to H BION hereunder will be subject to any withholding by the Sponsor.

4. INTELLECTUAL PROPERTY

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4.1 All rights, title, and interest in and to any technological/scientific information, know-how, products, materials or other forms of intellectual property developed or invented by H BION in the use of DNA from Cell Donor during the performance of the Project pursuant to this Agreement shall belong to both H BION and Sponsor. Future technologies developed by H BION involving transfer of Cell Donor-specific genes to other dogs for the purpose of gene-editing dogs to be born smaller in size, H BION shall include Sponsor as part of its commercialization process, entrusting and respecting the Sponsor's business capacity to commercialize the resulting technology from this agreement. All rights, title, interest, and Intellectual property of cells directly derived from Cell Donor through culturing process shall belong to the Sponsor.

4.2 Each Party shall keep confidential all Proprietary Information disclosed to it for the purpose of performing its obligations under this Agreement and shall not disclose the Proprietary Information of the other Party to any third party without prior written consent from the other Party.

4.3 Materials provided by Sponsor to H BION and vice versa shall not knowingly violate or in any way infringe upon the personal proprietary rights of third parties. All media exposures involving Cloned Puppies shall be made under mutual consent and Sponsor shall be the leading party in organizing media exposures. Sponsor also agrees to help H BION promote its SNS marketing by sharing, linking, or "tagging" SNS posts related to Cloned Puppies to H BION's SNS page named "Notyoubutyou" out of good-will.

4.5 For any Cloned Puppies produced after this Agreement for commercial purposes, Sponsor and HBION shall come to additional specific terms in regards to the structure of the business. As a pre-discussed framework, HBION agrees to provide additionally commercially Cloned Puppies to Sponsor for a fixed price of 60,000 USD in F.O.B conditions. For any Cloned Puppies

produced solely by H BION without request from Sponsor, H BION shall pay a fixed or percentage-based royalty fee to Sponsor for the use of intellectual properties contained with Donor Cell.

4.6 H BION shall have the right to produce one Cloned Puppy per year during and after this agreement for non-commercial purpose of giving gifts to figures important to H BION. The Sponsor shall be notified and periodically updated on the status of the Cloned puppy hereby discussed in clause 4.6.

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5. TERM AND TERMINATION

5.1 This Agreement shall commence on the Effective Date and remain in full force and effect for eighteen months thereafter (“**Term**”); however, the Parties may agree in writing to extend the Term until such date of the completion of the Project.

5.2 Upon breach or default of any provision under this Agreement by either Party and upon failure by the breaching Party to remedy the breach or default within thirty days (ten days in case of monetary payment) of its receipt of a written demand thereof, the non-breaching Party may, by notice in writing, terminate this Agreement.

5.3 The provisions in Section 4 and any obligations of payment of the Parties accrued and outstanding as of the date of expiration or termination of this Agreement shall survive such expiration or termination.

6. MISCELLANEOUS

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6.1 Nothing in this Agreement shall prevent disclosure of Proprietary Information that is legally required to be disclosed.

6.2 Neither Party may assign, sell or transfer any part hereof to any other firm or entity without first obtaining written permission from the other Party.

6.3 Each Party hereby indemnifies and shall keep indemnified the other Party ("**Indemnified Party**") and its directors, officers, employees, agents and representatives from and against all third party claims, demands, actions or causes of actions, costs, liabilities, losses, expenses, damages judgments brought against the Indemnified Party to the extent it is based upon a claim that the Party indemnifying under this Section 6.4 infringes any copyright, trademark, trade dress, patent of a third party, or misappropriates trade secrets of a third party.

6.4 This Agreement shall be governed by, and construed in accordance with, the laws of USA, excluding its conflict of laws provisions. Any dispute relating to or arising out of this Agreement shall be settled by binding arbitration to be conducted in the USA in accordance with the then-current arbitration rules thereof.

6.5 All disputes arising from causes not included in this Agreement shall be first settled by discussion and deliberation of both Parties.

6.6 If any part or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such part or provision shall be deemed severed from the remainder of this Agreement and shall have no effect on the legality, validity or enforceability of the remaining provisions.

6.7 The paragraphs and section headings of this Agreement are merely for the convenience of the Parties and shall not affect the interpretation of this Agreement.

6.8 Except as expressly stated herein, H BION makes no representations or warranties, express or implied, with respect to any results of the research conducted under the Project or the Cloned Puppies.

6.10 This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof. All express or implied representations, agreements and understandings, either oral or written, heretofore made are expressly superseded by this Agreement. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by both Parties.



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6.11 Any consent, notice or other communication required or permitted to be given or made under this Agreement by one of the Parties to the other shall be in writing and delivered by international courier service or by e-mail. Such notices shall be addressed to such other party at its address indicated below on the signature page, or to such other address as the addressee shall have last furnished in writing to the addressor, and shall be effective upon receipt by the addressee.

6.12 The waiver by a Party of any right hereunder, or of any failure to perform or breach by the other Party hereunder, shall not be deemed a waiver of any other right hereunder or of any other breach or failure by the other Party hereunder whether of a similar nature or otherwise.

IN WITNESS WHEREOF, the Parties have executed this Research Collaboration Agreement as of the date first set forth above.

Sponsor

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Name: Vanesa S Semler



Address: P.O Box 1031 Dorado, PR, 00646

Phone Number: 617 314 0523

Passport Number: 453461972

Date: 2017-02-11

Signature:

H BION INC



CEO

Name: Hwang Woo Suk

Address: 64 Gyeongin-ro, Guro-gu, Seoul, 08359, Republic of Korea

Date: 2017-02-11

Signature: