

March 24, 2020

InMicro Indoor Air Inc.

Attention: B. Kelly Crosby, Chief Executive Officer

Dear Sir:

Re: License Agreement dated February 10, 2020 (the "License Agreement") between InMicro Indoor Air Inc. and CLOV Biopharma Corp.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the License Agreement.

Each of the parties hereto hereby agrees that the License Agreement be amended with the following terms and conditions:

1. The Licensee has exclusive rights only to China and Hong Kong, thereby relinquishing all other countries and territories throughout the World subject to the Licensee completing the following milestones:
 - a. Order at least 200 litres of cedar leaf oil from the Licensor within twelve (12) months of the date of this amendment;
 - b. Complete at least USD\$2 million of gross sales within twenty-four (24) months of the date of this amendment;
 - c. Complete at least USD\$10 million of aggregate gross sales within thirty-six (36) months of the date of this amendment; and
 - d. Complete at least USD\$20 million of aggregate gross sales within forty-eight (48) months of the date of this amendment.

The failure to complete any of the foregoing milestones will allow the Licensor to terminate the License Agreement.

2. All cedar leaf oil purchased by the Licensee from the Licensor shall be offered by the Licensor at a 20% discount to retail market prices;
3. The Licensor shall grant the Licensee a 1% Gross Royalty on any and all product sales in Canada for a period of five (5) years;
4. For clarity, the Licensor has the right to conduct any and all business in any capacity without any restriction or obligation to the Licensee throughout the World except for China and Hong Kong;
5. The Licensor may assign the License Agreement and this amendment to any other party subject to the consent of the Licensee which may not be unreasonably withheld; and

6. Both the Licensee and Licensor (including B. Kelly Crosby) have the right to conduct business, tests, and trials with Dr. James Hudson, and any new technology or studies conducted by the Licensee in collaboration with Dr. Hudson will be available for use by the Licensor (including B. Kelly Crosby).

The parties hereto confirm that, except for the amendments as agreed to herein, all of the terms and conditions contained in the License Agreement are and shall remain in full force and effect in accordance with the provisions thereof.

[Remainder of page intentionally left blank.]

If the foregoing is in accordance with your understanding, please return a duly executed duplicate copy of this letter to the undersigned. This letter may be signed in counterparts which together form one complete agreement.

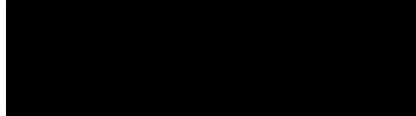
Yours sincerely,

INMICRO INDOOR AIR INC.

Per: 

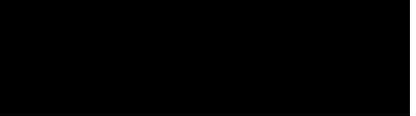
Name: B. Kelly Crosby ✓
Position: President/Founder

CLOV BIOPHARMA CORP

Per: 

Name: Chris Sargent
Position: Chief Executive Officer

ROADMAN INVESTMENTS CORP

Per: 

Name: Luke Montaine ✓
Position: Chief Executive Officer

The foregoing is accepted and agreed to effective this 24th day of March, 2020.

