UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 1, 2016

IMMUDYNE, INC.
(Exact name of registrant as specified in its charter)

Delaware	**333-184487**	**76-0238453**
(State or other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

50 Spring Meadow Rd. Mount Kisco, NY	**10549**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(914) 244-1777**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

On April 1, 2016, Immudyne, Inc. (the "Company") entered into a limited liability company operating agreement (the "Operating Agreement") with Taggart International Trust and American Nutra Tech LLC ("American Nutra Tech") to amend and restate its existing agreements with these parties dated October 8, 2015 with respect to the Company's joint venture doing business as Innate Scientific, LLC ("Innate"). The legal name of the joint venture limited liability company is ImmuDyne PR LLC (under the laws of Puerto Rico, "Immudyne PR"). Pursuant to the terms of the Operating Agreement, the Company increased its ownership and voting interest in the joint venture to 78.16667%. As previously disclosed Innate Scientific was established to launch a complete skin care regime containing the Company's proprietary ingredients and was a contributor to the Company's revenues in the fourth quarter of 2015. The foregoing description of the Operating Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Operating Agreement, filed as Exhibit 10.9 hereto and incorporated herein by reference.

Simultaneously with the entry into the Operating Agreement, the Company amended and restated its agreements with JLS Ventures, LLC ("JLS"), an affiliate of Taggart International Trust, and American NutraTech (the "Service Agreements"). Under the terms of these Service Agreements each of JLS and American NutraTech are required to provide certain operational management services and other business counsel to the Company and Innate. As consideration for these services, the Company issued each of JLS and American NutraTech 1,000,000 restricted shares of its common stock, which issuance may be rescinded in the event Innate does not distribute at least $500,000 to the Company by December 31, 2016. Additional shares and/or options may also be issued upon certain financial milestones being achieved by Immudyne PR as specified in the Services Agreements. The foregoing description of the Services Agreements are qualified in their entirety by reference to the full text of these agreements, filed as Exhibits 10.10 and 10.11 hereto and incorporate herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

10.9	Operating Agreement of Immudyne PR LLC dated April 1, 2016
10.10	Services Agreement with JLS Ventures, LLC dated April 1, 2016
10.11	Services Agreement with American Nutra Tech, LLC dated April 1, 2016

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

IMMUDYNE INC.
(Registrant)

Date: April 7, 2016

By: /s/ Mark McLaughlin
Name: Mark McLaughlin
Title: Chief Executive Officer

OPERATING AGREEMENT
OF
ImmuDyne PR LLC
(a Puerto Rico limited liability company)

THIS OPERATING AGREEMENT (this "**Agreement**") is made and entered into as of April 1, 2016, by and among the persons set forth on Schedule A attached hereto (the "**Members**").

WHEREAS, the parties have determined it is advisable to execute and implement this Agreement to govern ImmuDyne PR LLC (the "**Company**") organized under the laws of the Commonwealth of Puerto Rico, for the purpose hereinafter stated, to be managed by the Members.

NOW, THEREFORE, intending to be legally bound, the parties hereby set forth the terms of their agreement as to the affairs of the Company and the conduct of its business, and agree as follows:

ARTICLE 1
FORMATION, PURPOSE AND DEFINITIONS

1.1 Establishment of Limited Liability Company. The Members hereby agree to establish and organize a Puerto Rico limited liability company upon the terms set forth in this Agreement. The Members are hereby admitted to membership in the Company.

1.2 Name. Pursuant to the terms of this Agreement, the Members intend to carry on a business for profit under the name **ImmuDyne PR LLC**. The Company may conduct its activities under any other permissible name designated by the Members. The Members shall be responsible for complying with any registration requirements in the event an alternative name is used.

1.3 Offices and Registered Agent. The principal place of business of the Company shall be located at 53 Calle Palmeras, Suite 802, San Juan, PR 00901, or at such other location as the Members may determine. The Company may have any number of other offices at such locations as the Members may determine. The registered agent for the service of process and the registered office of the Company shall be the person and location set forth in the Company's Certificate of Formation filed with the Office of the Secretary of Commonwealth of Puerto Rico. The Members may, from time to time, change such registered agent and registered office by appropriate filingsas required by law.

1.4 Purpose. The Company's purpose shall be to operate as an international trade hub based in Puerto Rico, where it will (i) coordinate the transfer, sale and resale of proprietary immune support products (the "Products"); (ii) provide call-center services for advertising, client support and marketing in connection with the Products; (iii) provide centralized management services involving logistics, accounting, and other managerial services for the Company's international operations; and (iv) engage in any other lawful business for which limited liability companies may be organized under the Act. The Company shall have the authority to do all things necessary or advisable in order to accomplish such purposes.

1.5 Duration. Unless the Company shall be earlier terminated in accordance with Article 6, the Company shall continue in existence in perpetuity.

1.6 Other Activities of Members . The Members may engage in or possess an interest in other business ventures of any nature, but Taggart International Trust and American Nutra Tech LLC and their respective principals, may not engage directly or indirectly in activities in direct competition with the activities of the Company.

1.7 Federal Income Tax Status. The Company is intended to qualify to be treated for US federal income tax purposes as a corporation.

ARTICLE 2
CAPITAL MATTERS

2.1 Members. The names and addresses of the Members are contained in Schedule A attached to this Agreement.

2.2 Membership Units. The Company is hereby authorized to and does issue units ("Membership Units") in exchange for each Member's Capital Contribution, in the amount set forth on Schedule B. The Units shall be divided into three classes: (i) Class A Common Units, (ii) Class B Common Units and (iii) Class C Common Units.

2.3 Capital Contributions. The initial capital account balances of the Members are set forth on Schedule A and reflect the cash or property contributed by each Member as shown thereon. No interest shall accrue on any capital contributions, and no Member shall have the right to withdraw or to be repaid, any capital contributed by such Member, except as and to the extent specifically provided in this Agreement.

2.4 Additional Capital Contributions. If the Members unanimously determine that the Company requires additional capital contributions from the Members, then written notice thereof shall promptly be given to all Members. Upon the date specified in such notice, which date shall not be less than fifteen (15) days after the date such notice is delivered, the Members shall deliver to the Company in cash their pro rata share, based on their respective Membership Units, of the total amount of additional capital required by the Company.

2.5 Transferred Capital Accounts; Adjustments . Upon the transfer of all or any part of a Membership Interest, the Capital Account of the transferor Member that is attributable to the transferred interest shall carry over to the transferee Member.

2.6 Return of Capital. Each Member is entitled to the return of such Member's contribution only by way of distributions made pursuant to Article 3 or Article 6. No Member shall have the right to receive any property other than cash in return for such Member's capital contribution or to bring an action of partition against the Company or its property.

2.7 Loans. If a Member makes any loan to the Company, or advances money on its behalf, the amount of any such loan or advance shall not be deemed an increase in, or contribution to, the capital of the Company. Interest shall accrue on any such loan or advance at an annual rate agreed to by the Member making such loan to the Company and the other Members (but not in excess of the maximum rate allowable under applicable usury laws).

2.8 Additional Members. The Members shall have the right to admit new Members to the Company upon the approval of all the Members and the contribution of cash or other assets, including in connection with a merger transaction and upon the execution of such agreements as the Members may deem advisable; provided that (i) the Members conclude that such additional Member may be legally admitted without violating applicable federal and state securities laws and (ii) such transfer will not cause the Company to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes. Any Person (as hereinafter defined) so admitted as a Member shall have all of the rights, privileges and obligations of a Member as if an original signatory to this Agreement. "**Person**" means an individual, corporation, partnership, limited liability company, trust, estate, joint stock company or other entity of whatever nature.

2.9 Limitation of Liability of Members. No Member shall have any liability or obligation for any debts, liabilities or obligations of the Company, or of any agent or employee of the Company, beyond the Member's capital contribution, except as may be expressly required by this Agreement or applicable law.

ARTICLE 3
DISTRIBUTIONS AND ALLOCATIONS

3.1 Distributions.

(a) The Company shall make quarterly distributions of cash from Qualifying Cash, as defined below, to each class of Membership Units in proportion to the equity percentage that such class represents of the total Membership Units of the Company as specified on Schedule B attached hereto, reduced by any actual distributions made during the year.

i. The term "Qualifying Cash" means, for each calendar year, cash available for distribution to the Members after payment of current expenses and liabilities of the Company (including any withholding obligations except as provided in Article 3.1(c)); provided however, that the term "Qualifying Cash" shall not include non-cash assets of the Company that is distributed, or is available for distribution, to the Members, unless the distribution of such non-cash assets is due to the liquidation or dissolution of the Company.

ii. To the extent any particular class of Membership Units does not receive its corresponding distribution during the year in question (the "Accumulated Undistributed Amount"), the Company shall segregate such class' Accumulated Undistributed Amount into a separate account. The Accumulated Undistributed Amount shall be considered Qualifying Cash only with respect to the applicable class to which no distribution was made during the year.

iii. If upon the distribution referred to in Article 3.1(a), there is any Accumulated Undistributed Amount with respect to a particular class of Membership Units, the cash distributions shall first be made to cover the particular class of Membership Units' Accumulated Undistributed Amount, with any excess Qualifying Cash being distributed pro-rata among the different classes of Membership Units.

(b) Any income or other taxes required to be paid to any taxing authority by the Company on account of any Member's share of any Company property, income, or gain, or out of any Company distribution to any Member, shall be treated as having been distributed to that Member and offset against such Member's right to current (and, if necessary, future) distributions from the Company.

ARTICLE 4
ADMINISTRATIVE MATTERS

4.1 Meeting of Members.

(a) **Place of Meetings.** All meetings of the Members shall be held at such place or places, within or outside the Commonwealth of Puerto Rico, as shall be determined by a majority of the vote from time to time or by means of the Internet or other electronic communications technology in a fashion pursuant to which the Members have the opportunity to read or hear the proceedings substantially concurrently with their occurrence and vote on matters submitted to the Members.

(b) **Annual Meetings.** At least once in each calendar year on a date determined by a majority of the vote, a meeting of the Members shall be held to transact such business as may properly be brought before the meeting.

(c) **Special Meetings.** Special meetings of the Members may be called at any time by a majority of the vote. At any time, upon written request of any person who has called a special meeting, it shall be the duty of the Secretary of the Company to fix the time of the meeting which shall be held not more than fifteen (15) days after the request for a special meeting. If the Secretary shall neglect or refuse to fix the date and give notice, the Member making the request may do so.

(d) **Notice of Meetings.** Written notice of every meeting of Members, stating the time and geographic location thereof, if any, shall be given (by, or at the direction of, the party authorized to call the meeting) to each Member of record entitled to vote at the meeting at the address appearing on the records of the Company or supplied by the Member to the Company for the purpose of notice, at least five (5) days prior to the day named for the meeting, unless a greater period of notice is required by statute in a particular case. In the case of a special meeting of Members, the notice shall also set forth the purpose of the meeting. When a meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at any adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

(e) **Quorum.** The Members present, in person, by proxy or by means of electronic technology, including, without limitation, the Internet, at a Members' meeting duly called, who are entitled to cast a majority of the vote that all Members are entitled to cast on a particular matter at any such meeting, shall constitute a quorum for the transaction of business except as otherwise provided by law or by resolution of the Members prior to such meeting. If however, such quorum shall not be present, those present thereat may adjourn the meeting to such time and place as they may determine.

(f) **Actions by Members.** Except as otherwise expressly provided in this Agreement, the Members shall act by a majority of the vote, as such term is defined in Article 4.1(g), of the holders of the Membership Units.

(g) **Voting.** The classes of Membership Units shall be entitled to a vote, in person or by proxy, in accordance with the voting percentages set forth on Schedule B attached hereto.

The term "majority" or "majority of the vote" shall mean more than fifty percent (50%).

(h) **Proxy Voting.** At each meeting of the Members every Member having the right to vote shall be entitled to vote in person or by proxy appointed by an instrument in writing subscribed by such Member and delivered to the Secretary at the meeting. No unrevoked proxy shall be valid after eleven (11) months from the date of its execution, unless a longer time is expressly provided therein.

(i) **Voting List.** The officer or agent of the Company having charge of the transfer books shall make, at least five (5) days before each meeting of Members, a complete list of the Members entitled to vote at the meeting, arranged in alphabetical order, with the address of and the Membership Units held by each, which list shall be kept on file at the place of business of the Company, and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting, and shall be subject to the inspection of any Member during the whole time of the meeting.

(j) **Informal Action by Unanimous Consent.** Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent or consents, setting forth the action so taken, shall be given by a majority of the vote of the Members who would be entitled to vote at a meeting for such purpose and shall be filed with the Secretary of the Company.

(k) **Participation in Meetings via Telephone or other Electronic Means.** Members may participate in any meeting of the Members by conference telephone, similar communications equipment or other electronic means, including without limitation, the internet. Members so participating will be deemed present at the meeting.

4.2 Management. The business and affairs of the Company shall be managed by the Members.

4.3 Appointment of Officers and Agents.

(a) The officers of the Company (the **"Officers"**) shall be designated by a majority vote of the Members and shall include at least a president (the "**President**"), a Chief Executive officer (the "**Chief Executive Officer**"), a Chief Operating Officer (the "COO") and the Secretary (the "**Secretary**"). The respective duties of President, Chief Executive Officer and Secretary are as described in Schedule C. Any Officer may delegate to one or more persons any administrative duties, under and subject to such Officer's supervision and direction. The following initial officers are hereby appointed and shall serve until their successors have been duly appointed:

Stefan Galluppi Chief Executive Office, President and Secretary	Justin Schreiber
Chief Operating Officer and Treasurer Mark McLaughlin	Mark McLaughlin

(b) The Members may designate such other Officers and agents as they shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Members. The salaries and/or reimbursements of expenses, if any, of all Officers and agents of the Company shall be fixed by a majority of the vote of the Members. The Officers of the Company shall hold office until their successors are chosen and qualified. Any Officer may be removed at any time, with or without cause, by the affirmative vote of the Members holding a majority of the vote of the Membership Units. Any vacancy occurring in any office of the Company shall be filled by the Members.

4.4 Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Members not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business and the actions of the Officers taken in accordance with such powers shall bind the Company. No officer shall bind the company for any expenditure and/or commitment valued in excess of $10,000 without express written authorization by Members holding a majority of the vote of the Membership Units.

4.5 Duties of Members and Officers. Each Member and Officer of the Company, shall be required to devote such amount of time to the Company as is necessary to satisfy the obligations of such Member or Officer to the Company. With the exception of compensation from ImmuDyne, Inc., Officers shall not receive compensation or remuneration from any suppliers, contractors, vendors or customers of the Company, except with the express written consent of Members holding a majority of the vote of the Membership Units.

4.6 Indemnification. Except as expressly prohibited by law, the Company shall indemnify, defend and hold harmless each Member and its beneficiaries and each Officer (each an "**Indemnified Party**") from and against any and all debts, losses, claims, damages, costs, demands, fines, judgments, contracts (implied and expressed, written and unwritten), penalties, obligations, payments, and liabilities of every type and nature (whether known or unknown, fixed or contingent), including, without limitation, those arising out of any lawsuit, action or proceeding brought by or on behalf of a third party (each a "**Claim**"), together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, out-of-pocket expenses and other reasonable costs and expenses incurred in investigating, preparing or defending any pending or threatened lawsuit, action or proceeding) incurred in connection with the foregoing suffered or sustained by such Indemnified Party by reason of any act, omission or alleged act or omission by such Indemnified Party arising out of such Indemnified Party's activities taken primarily on behalf of the Company, or at the request or with the approval of the Company, or primarily in furtherance of the interests of the Company. Notwithstanding the foregoing, indemnification shall not be available under this Section 4.6 where (a) the acts, omissions or alleged acts or omissions upon which an actual or threatened action, proceeding or claim is based constituted willful misconduct or recklessness on the part of the person seeking indemnification, (b) the Indemnified Party fails to promptly notify the Members and the Officers of the Company (collectively referred to as the "**Representatives**") of any Claim, or threat thereof, promptly after receiving notice thereof and within a reasonable time before a response to such Claim is required to be filed, or (c) if requested by one of the Representatives, the Indemnified Party fails to permit the Company to take over the defense of such Claim with counsel of its choosing or to fully cooperate to the fullest extent possible with the Company and its designated counsel in the defense of such claim.

4.7 Limitation of Liability. Except as expressly prohibited by law, each Member and its beneficiaries and each Officer (each a "**Released Party**") shall not be liable, responsible or accountable in damages or otherwise to the Company or to any other Member for any act performed by the Released Party within the scope of the authority conferred on it (or them) by this Agreement or for its (or their) failure or refusal to perform any acts, so long as the Released Party acted without willful misconduct or recklessness.

ARTICLE 5
TRANSFER OF MEMBERSHIP UNITS

5.1 Transfer of Interests.

(a) **General Restriction on Transfers.** Except as otherwise expressly provided in this Agreement, no Member may Transfer (as hereinafter defined), whether voluntarily or involuntarily, any portion of such Member's Membership Units without the prior written consent of all of the other Members. For purposes of this Agreement, a "**Transfer**" includes, but is not limited to, any voluntary or involuntary sale, assignment, gift, exchange, hypothecation, collateral assignment, pledge, transfer or subjection to any security interest.

(b) **Permitted Transfer by Members.** Notwithstanding Section 5.1(a) above, a Member may Transfer such Member's Membership Interest, during lifetime or at death, in whole or in part, to and only to a Family Member (as hereinafter defined) (each, a "**Permitted Transferee**"). For purposes of this Agreement, **"Family Member"** means (i) any descendant, step-descendant and spouse of a Member, (ii) any trust for the benefit of one or more of the individuals referred to in clause (i), above, (iii) any custodianship under any Uniform Gifts or Transfers to Minors Act for an individual referred to in clause (i) above, (iv) the personal representative of a deceased individual referred to in clause (i), and (v) upon the approval of the holders of a majority of the vote of the Membership Units, a corporation, a limited liability partnership or a limited liability company all of the shares or interests of which are owned by one or more of the individuals or organizations referred to in clauses (i) through (iii), above. Any person who is adopted, regardless of the person's age at the time of the adoption, shall be deemed a natural child of his or her adopting parent or parents.

(c) **Other Restrictions on Transfers.** No Transfer of a Member's Membership Units shall be made pursuant to Section 5.1(b) if, in the opinion of counsel to the Company, such assignment (i) may not be effected without registration under the Securities Act of 1933, as amended; (the "**Securities Act**"), (ii) does not satisfy an exemption under the Securities Act or (iii) would result in the violation of any applicable Federal or state securities laws. The Company shall not be required to recognize any Transfer of a Member's Membership Units until the instrument conveying such interest has been delivered to the Company for recordation on the books of the Company. Unless a transferee becomes a substituted Member in accordance with Section 5.2, he, she or it shall not be entitled to any of the rights granted to a Member hereunder, other than the economic benefits, including but not limited to the right to receive all or part of the share of the cash distributions or returns of capital to which his, her or its transferor would otherwise be entitled.

5.2 Substituted Members and Assignment of Membership Interest. A Permitted Transferee or other assignee, as consented to by the Members in accordance with Section 5.1(a), of a Membership Unit shall become a Member in the place of the transferor (or in addition to the transferor, as the case may be) if and only if the transferee accepts and adopts in writing all of the terms and provisions of this Agreement, as the same may have been amended. In such event, the distribution ratio set forth in Sections 3.3 and 6.2(c) shall be amended accordingly.

5.3 Obligation of Transferring Member. Except as otherwise agreed to by all of the Members, no transfer by a Member of such Member's Membership Units shall, to any extent, relieve the transferring Member of any of such Member's obligations to the Company or liability, if any, as a Member.

ARTICLE 6
DISSOLUTION AND LIQUIDATION

6.1 Events Triggering Dissolution. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("**Liquidating Events**"):

(a) majority of the vote; and

(b) entry of a decree of judicial dissolution pursuant to the Act.

The Company shall not be dissolved for any other reason, including without limitation, a Member's becoming bankrupt or executing an assignment for the benefit of creditors and any such bankruptcy or assignment shall not effect a transfer of any portion of a Member's Membership Units in the Company.

6.2 Liquidation. Upon a Liquidating Event of the Company in accordance with Section 6.1, the Company shall be wound up and liquidated by the Members or by a liquidating manager selected by the Members. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

(a) to creditors, including any Member who is a creditor, in the order of priority as established by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to the Members as provided by the Act; and then

(b) to the setting-up of any reserves in such amount and for such period as shall be necessary to make reasonable provisions for payment of all contingent, conditional or unmatured claims and obligations known to the Company and all claims and obligations known to the Company but for which the identity of the claimant is unknown; and then

(c) to the Members, which liquidating distribution shall be made to each class of Membership Units, in proportion to the equity percentage that such class represents of the total Membership Units of the Company, as specified on Schedule B attached hereto, in cash or in kind, or partly in cash and partly in kind, as the Members may vote.

6.3 Certificate of Dissolution. Upon the dissolution of the Company and the completion of the liquidation and winding-up of the Company's affairs and business, the Members shall, on behalf of the Company, prepare and file a Certificate of Dissolution with the Office of the Secretary of the State of the State of Delaware, as required by the Act. When such certificate is filed, the Company's existence shall cease.

ARTICLE 7
ACCOUNTING AND FISCAL MATTERS

7.1 Fiscal Year. The fiscal year of the Company shall be the calendar year.

7.2 Method of Accounting. The President shall select a method of accounting for the Company as deemed necessary or advisable and shall keep, or cause to be kept, full and accurate records of all transactions of the Company in accordance with sound accounting principles consistently applied.

7.3 Financial Books and Records. All books of account shall, at all times, be maintained in the principal office of the Company or at such other location as specified by the Members so long such location is within Puerto Rico. Each member, or the Member's designee, shall have full access to the financial books and records. Each member shall have the right to audit the financial books twice yearly.

7.4 Tax Matters Member. The Members shall appoint a Member to serve as the Tax Matters Member of the Company who shall have the duties and authority of a Tax Matters Partner as specified in the Code, as amended, and the regulations promulgated thereunder. The initial Tax Matters Member shall be Justin Schreiber.

ARTICLE 8
MISCELLANEOUS

8.1 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (including email or other written electronic communication) and shall be deemed to have been duly given and made upon being delivered to the recipient party by email (with confirmation of receipt and opening), recognized courier service, fax transmission (with confirmation of receipt) for those parties having a fax number listed below or by registered or certified mail (postage prepaid, return receipt requested), and addressed to the applicable address set forth below or such other address as may be designated in writing hereafter by the recipient party in accordance with this Section 8.1.

8.2 Binding Effect. Except as otherwise provided in this Agreement, this Agreement shall be binding upon and inure to the benefit of the Members and, subject to Article 5, its successors and assigns.

8.3 Dispute Resolution; Mediation and Arbitration.

(a) In the event of any dispute arising under or pursuant to this Agreement, the Members agree to attempt to resolve the dispute in a commercially reasonable fashion before instituting any arbitration or litigation. If the Members are unable to resolve the dispute within thirty (30) days, then the Members agree to mediate the dispute with a mutually agreed upon mediator in New York. If the Members cannot agree upon a mediator within ten (10) days after either party shall first request commencement of mediation, each party will select a mediator within five (5) days thereof, and those mediators shall select the mediator to be used. The mediation shall be scheduled within thirty (30) days following the selection of the mediator. If the mediation does not resolve the dispute, then Paragraph 8.3(b) shall apply. The Members further agree that any applicable statute of limitations will be tolled for the period of time from the date mediation is requested until 14 days following the mediation.

(b) All disputes arising out of or relating to this Agreement which cannot be settled by the parties, other than claims solely for injunctive relief where time is of the essence, shall promptly be submitted to and determined in arbitration in Puerto Rico, pursuant to the commercial rules and regulations then in effect of the American Arbitration Association. The arbitrator(s) shall be elected as follows: in the event the Members agree on one arbitrator, the arbitration shall be conducted by such arbitrator. In the event the Members do not so agree, the Members on each side of the dispute shall select one independent, qualified arbitrator and the two arbitrators so selected shall select the third arbitrator. The decision of the arbitrator(s) shall be final and binding upon the parties and judgment upon such decision may be entered in any court of competent jurisdiction.

(c) Discovery shall be allowed pursuant to the United States Federal Rules of Civil Procedure and as the arbitrator(s) determine appropriate under the circumstances.

(d) Such arbitrator(s) shall be required to apply the contractual provisions hereof in deciding any matter submitted to them and shall not have any authority, by reason of this Agreement or otherwise, to render a decision that is contrary to the mutual intent of the parties as set forth in this Agreement.

8.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Puerto Rico without reference to conflict of laws principles.

8.5 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

8.6 Amendments. Except as otherwise specifically provided in the foregoing provisions of this Agreement, the provisions of this Agreement may be altered or amended only with the written consent of a majority of the vote of the Members.

8.7 Gender and Number. As used in this Agreement, the masculine gender shall include the feminine and neuter, and the singular shall include the plural, and vice versa.

8.8 Counterparts; Facsimile Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart. This Agreement may be executed via facsimile or electronic signature, and each such facsimile copy, electronic signature or counterpart shall be deemed an original.

[Signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Operating Agreement as of the date first set forth above.

MEMBERS:

By: /s/ Justin Schreiber

Taggart International Trust
Justin Schreiber
Authorized Representative

By: /s/ Stefan Gallupi

American Nutra Tech LLC
Stefan Gallupi
Authorized Representative

By: /s/ Mark McLaughlin

ImmuDyne, Inc.
Mark McLaughlin
Authorized Representative

SCHEDULE A

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
IMMUDYNE PR LLC
LISTING OF MEMBERS

As of the date first above written, following is a list of the Members of the Company:

NAME:

Taggart International Trust
Caribe Plaza Building, 8th Floor
53 Palmeras Street
San Juan, Puerto Rico 00901

American Nutra Tech LLC
Caribe Plaza Building, 8th Floor
53 Palmeras Street
San Juan, Puerto Rico 00901

Immudyne, Inc.
Address: 50 Spring Meadow Road
Mt. Kisco, NY 10549

SCHEDULE B

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
IMMUDYNE PR LLC
CAPITAL CONTRIBUTIONS

Members	Capital Contribution	Equity Percentage	Voting Percentage	Membership Units
Taggart International Trust	$ 30,000	11.3333%	11.3333%	1 Class A Common Unit
American Nutra Tech LLC	$ 30,000	10.5%	10.5%	1 Class B Common Unit
Immudyne, Inc.	$ 30,000	78.1667%	78.1667%	1 Class C Common Unit

SCHEDULE C

1. President. The President shall preside at all meetings of the Members, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Members are carried into effect. The President shall perform such other duties as may be assigned or delegated by the Members. The President may execute contracts required to be signed by the Company, so long as the Chief Executive Officer and Chief Operating Officer approve such contract.

2. Chief Executive Officer. Oversee, manage and supervise all activities related to operation of the business, including the authority to make any and all decisions with respect to the Company.

3. Chief Operating Officer. Oversee contractual commitments and the financial affairs of the Company, including overseeing delivery on the Strategic Additives supplied by Immudyne to the Company.

Exhibit 10.10

SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of April 1, 2016 (the "Effective Date") by and between **JLS Ventures, LLC** , a Puerto Rico limited liability company ("JLS") and **ImmuDyne, Inc.,** a corporation with a place of business 50 Spring Meadow Road, Mt. Kisco, NY 10549 ("Company").

WHEREAS, Company desires to hire JLS to perform business development, marketing and sales related Consulting Services ("Services") related to the development of a direct marketing business;

WHEREAS, Company desires to compensate JLS in the form of shares and an option to purchase shares of Immudyne, Inc. common stock, only in the event that certain performance milestones are achieved by the Company and its subsidiaries while this Agreement is in effect;

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, JLS and Company hereby agree to an exchange of restricted Company common stock (each a "Share" and collectively, the "Shares") and options to purchase shares of Company common stock (collectively the "Options") for professional services under the following terms and conditions:

1. Services

JLS agrees to provide, and Company agrees to accept and pay for in accordance with Section 2 below, the following Consulting Services ("Services"):

- Assistance with the establishment of the Inate Scientific ("Inate") and ImmuDyne PR, LLC ("ImmuDyne PR"), a direct marketing business selling skincare products that contain Immudyne's proprietary ingredients
- Oversight of Inate and ImmuDyne PR day to day operations including sales, merchant processing and customer service
- Identification of new acquisition candidates for ImmuDyne, Inc. and new products that can be directly marketed by ImmuDyne PR
- Counsel related to the company's overall business strategy and financial decision making

2. Consideration

Company shall pay to JLS the following Equity Fee (the "Equity Fee") in consideration for the Services:

- Upon signing of this Amendment, 1,000,000 restricted shares of ImmuDyne Inc. common stock. ImmuDyne, Inc. shall have the option to rescind this share issuance on 12/31/16 if less than $500,000 USD is received by ImmuDyne, Inc. from ImmuDyne PR. JLS may at its sole discretion make up the difference between what Company receives from ImmuDyne PR and the $500,000 USD minimum required for JLS to earn this issuance;
- 150,000 restricted shares of ImmuDyne, Inc. common stock for each $500,000 distributed by ImmuDyne PR to Company. All shares issued to JLS shall be considered fully paid and validly issued. The amount of shares to be issued by Company to JLS shall be capped at 1,500,000. To clarify, Company will have issued 1,500,000 shares to JLS upon such time that ImmuDyne PR has distributed $5,000,000 to Company.
- Upon receipt by ImmuDyne, Inc. of $1,250,000 in actual cash from ImmuDyne PR, JLS shall be issued 750,000 restricted shares of ImmuDyne Inc. common stock and a ten-year option to buy 1,000,000 shares at $0.20 (including a cashless exercise feature);

JLS Initials _____ Company Initials _____

- Upon receipt by ImmuDyne, Inc. of $2,000,000 in actual cash from ImmuDyne PR, JLS shall be issued an additional 750,000 restricted shares of ImmuDyne Inc. common stock and a ten-year option to buy an additional 1,000,000 shares at $0.20 (including a cashless exercise feature);

- Upon receipt by ImmuDyne, Inc. of $3,000,000 in actual cash from ImmuDyne PR, JLS shall be issued 750,000 restricted shares of ImmuDyne Inc. common stock and a ten-year option to buy 750,000 shares at $0.20 (including a cashless exercise feature);

Attached as **Appendix A** is (i) documentation in support of the Company's authorization of the Equity Fee, including the resolutions of the Company's Board of Directors authorizing and effecting the grant of the Equity Fee, and (ii) the disclosure of any and all restrictions that apply to the Shares granted to JLS for payment of the Equity Fee. To the extent that JLS desires such Shares to be in a party name other than JLS, JLS will notify the Company in writing and the Company shall comply with such request. The Company may at its sole discretion accelerate the vesting schedule of the Equity Fee due to satisfactory completion of the deliverables outlined in this Agreement. Company agrees to provide, via the Company's counsel, a Rule 144 legal opinion for all shares issued pursuant to this Agreement within three business days of such request by JLS, so long as those shares are eligible for resale under Rule 144. Company agrees that it will permit and instruct its transfer agent to accept a third party legal opinion to remove all restrictions placed on the shares issued to JLS pursuant to this Agreement. Notwithstanding the foregoing, if the shares of ImmuDyne's common stock become issuable hereunder and such issuance requires an amendment to ImmuDyne's Articles of Incorporation to increase the number of its authorized shares of the common stock, ImmuDyne shall, solely to the extent necessary, use its reasonable efforts to file an amendment to its Articles of Incorporation in accordance with the laws of the State of Delaware, and such issuance shall at all times be subject to the filing of such amendment.

3. Piggyback Registration

If the Company shall determine to register for its own account or the account of others under the Securities Act of 1933 any of its equity securities, the Company shall include in such registration statement all of the Shares issued to JLS as part of the Equity Fee. Notwithstanding the foregoing, in the event that any registration shall be in whole or in part an underwritten offering, the number of registrable securities to be included in such an underwriting may be reduced (pro rata among JLS and the holders of the other registrable securities contemplated being included in such registrations based on the number of registrable securities requested to be registered by each of them) if and to the extent that the managing underwriter shall be of the good faith opinion (expressed in writing) that such inclusion would reduce the number of registrable securities to be offered by the Company or otherwise adversely affect such offering. Nothing herein shall be construed so as to require the Company, in connection with any proposed offering, to engage the services of an underwriter, as, for example, if the Company shall file a registration statement under Rule 415 of the Securities Act without the services or engagement of any underwriter. This "piggy-back" registration right shall not apply to an offering of equity securities registered on Form S-4 or S-8 (or their then equivalent forms) relating to securities to be issued solely in connection with an acquisition of any entity or business or securities issuable in connection with a stock option or other employee benefit plan.

4. Term of Service

The term of this Agreement begins on the Effective Date and will end on the 24-month anniversary of this agreement.

JLS Initials _____ Company Initials _____

5. Termination for Cause.

Notwithstanding the foregoing, this Agreement may be terminated by either party immediately without notice if any party: (a) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy; (b) engages in any unlawful business practice; or (c) breaches any of its obligations under the Agreement in any material respect.

6. Indemnification

The Company shall be solely responsible for its products, the content of its website, its IR/PR communications, and its advertising materials, and any claims it makes about its products or its business, and any losses related to the aforementioned, and shall, at its sole cost and expense, defend and indemnify JLS and hold JLS harmless from and against any claims, loss, suit, liability or judgment, including reasonable attorney's fees and costs, arising out of, or in connection with Company's products, website, IR/PR communications or advertising published/aired hereunder, including, without limitation, for any violations of securities laws or regulations, misrepresentations, false advertising, libel, slander, violation of right of privacy, plagiarism, infringement of copyright or other intellectual property interest, except in the case of JLS's unauthorized or negligent use of any information prepared by Company.

In connection with the engagement of JLS to assist the Company, the Company understands and acknowledges that JLS may use and rely upon and further disseminate information created or provided by the Company, including but not limited to publicly available information such as information contained in the Company's SEC filings, press releases, and on the Company's website.

If JLS, its affiliates, each other person or entity, if any, controlled by JLS or any of its affiliates, their respective current and former officers, directors, partners, attorneys, owners, employees and agents, and the heirs, successors and assigns of all of the foregoing persons or entities (collectively, "JLS Indemnitees") become involved in any capacity in any pending or threatened claim, suit, action, proceeding, investigation or inquiry (including, without limitation, any shareholder or derivative action or arbitration proceeding) (collectively, a "Proceeding") (i) in connection with or arising out of any untrue statements or alleged untrue statements of a material fact contained in any information supplied or provided by the Company; (ii) in connection with or arising out of any omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading contained in any information supplied or provided by the Company; or (iii) otherwise in connection with any matter in any way relating to or referring to this Agreement or arising out of the matters contemplated by this Agreement, including, without limitation, related services and activities prior to the date of this Agreement, the Company agrees to indemnify, defend and hold the JLS Indemnitees harmless to the fullest extent permitted by law from and against any losses, claims, damages, liabilities and expenses in connection with any Proceeding, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that such losses, claims, damages, liabilities and expenses resulted solely from the willful misconduct of JLS.

JLS Initials _____ Company Initials _____

If Company, its affiliates, each other person or entity, if any, controlled by Company or any of its affiliates, their respective current and former officers, directors, partners, attorneys, owners, employees and agents, and the heirs, successors and assigns of all of the foregoing persons or entities (collectively, "Company Indemnitees") become involved in any capacity in any pending or threatened claim, suit, action, proceeding, investigation or inquiry (including, without limitation, any shareholder or derivative action or arbitration proceeding) (collectively, a "Proceeding") (i) in connection with or arising out of any untrue statements or alleged untrue statements of a material fact contained in any information supplied or provided by JLS; (ii) in connection with or arising out of any omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading contained in any information supplied or provided by JLS; or (iii) otherwise in connection with any matter in any way relating to or referring to this Agreement or arising out of the matters contemplated by this Agreement, including, without limitation, related services and activities prior to the date of this Agreement, JLS agrees to indemnify, defend and hold the Company Indemnitees harmless to the fullest extent permitted by law from and against any losses, claims, damages, liabilities and expenses in connection with any Proceeding, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that such losses, claims, damages, liabilities and expenses resulted solely from the willful misconduct of Company.

7. Confidential Information

All information supplied by one party to the other party in connection with this Agreement shall be given in confidence. Neither party shall disclose any such information to any third party without prior written consent of the other party. Both parties shall take such precautions, contractual or otherwise, as shall be reasonably necessary to prevent unauthorized disclosure of such information by their employees during the term of this Agreement and for a period of two (2) years thereafter.

8. Entire Agreement

This Agreement contains the entire agreement between the parties and their principles relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties and their principles related to the subject matter hereof, including the Referral Fee Agreement dated October 8, 2015. No modification of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

9. Governing Law, Dispute Resolution, Mediation and Arbitration

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico without reference to conflict of laws principles. In the event of any dispute arising under or pursuant to this Agreement, the parties agree to attempt to resolve the dispute in a commercially reasonable fashion before instituting any arbitration or litigation. If the parties are unable to resolve the dispute within thirty (30) days, then the Parties agree to mediate the dispute with a mutually agreed upon mediator in New York. If the Parties cannot agree upon a mediator within ten (10) days after either party shall first request commencement of mediation, each party will select a mediator within five (5) days thereof, and those mediators shall select the mediator to be used. The mediation shall be scheduled within thirty (30) days following the selection of the mediator. If the mediation does not resolve the dispute, then the following Paragraph shall apply.

The Parties further agree that any applicable statute of limitations will be tolled for the period of time from the date mediation is requested until 14 days following the mediation. All disputes arising out of or relating to this Agreement which cannot be settled by the parties, other than claims solely for injunctive relief where time is of the essence, shall promptly be submitted to and determined in arbitration in New York, pursuant to the commercial rules and regulations then in effect of the American Arbitration Association. The arbitrator(s) shall be elected as follows: in the event the Parties agree on one arbitrator, the arbitration shall be conducted by such arbitrator. In the event the Parties do not so agree, the Parties on each side of the dispute shall select one independent, qualified arbitrator and the two arbitrators so selected shall select the third arbitrator. The decision of the arbitrator(s) shall be final and binding upon the parties and judgment upon such decision may be entered in any court of competent jurisdiction.

JLS Initials _____ Company Initials _____

Discovery shall be allowed pursuant to the United States Federal Rules of Civil Procedure and as the arbitrator(s) determine appropriate under the circumstances. Such arbitrator(s) shall be required to apply the contractual provisions hereof in deciding any matter submitted to them and shall not have any authority, by reason of this Agreement or otherwise, to render a decision that is contrary to the mutual intent of the parties as set forth in this Agreement.

10. Waiver

The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

11. No Right to Assign

Neither party has the right to assign, sell, modify, or otherwise alter this Agreement, except upon the express written advance approval of the other party, which consent can be withheld for any reason.

12. Further Assurances

At any time or from time to time after any issuance of securities, the parties agree to cooperate with each other, and at the request of the other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of such issuance.

13. Severability

All provisions of this Agreement shall be applicable only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal or unenforceable under any applicable law. If any provision of this Agreement or any application thereof shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this Agreement or of any other application of such provision shall in no way be affected thereby.

14. Force Majeure

Except for the obligation to pay money, neither party shall be liable to the other party for any failure or delay in performance caused by acts of God, fires, floods, strikes, whether legal or illegal, water damage, riots, epidemics or any other causes beyond such party's reasonable control, and such failure or delay will not constitute a breach of this Agreement.

15. Attorney's Fees

In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual attorney's fees and costs, including expert witness fees.

JLS Initials _____ Company Initials _____

16. Notices.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given if personally delivered, sent by recognized courier service, or by registered or certified mail, to, in the case of the Company, the Company's principal office, or, in the case of JLS, to its office home address. All notices or communications hereunder shall be deemed to have been given upon deposit in the United States mail or with such other recognized courier, postage prepaid or upon delivery thereof, whichever is earlier.

17. Headings.

The section headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.

18. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same document. This Agreement may be executed via facsimile or electronic signature, and each such facsimile copy, electronic signature or counterpart shall be deemed an original.

(signature page to follow)

JLS Initials _____ Company Initials _____

The parties represent and warrant that, on the date first written above, they are authorized to enter into this Agreement in its entirety and duly bind their respective principals by their signatures below.

EXECUTED as of the date first written above.

JLS Ventures, LLC ("JLS")

By: /s/ Justin Schreiber

Title: Director
Date signed: 3/31/2016

Immudyne, Inc. ("Company")

By: /s/ Mark McLaughlin

Title: President
Date signed: 4/1/2016

JLS Initials _____ Company Initials _____

Exhibit 10.11

SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of April 1, 2016 (the "Effective Date") by and between **American Nutra Tech, LLC**, Caribe Plaza Building, 8th Floor, 53 Palmeras Street, San Juan, Puerto Rico 00901 ("ANT") and **ImmuDyne, Inc.,** a corporation with a place of business 50 Spring Meadow Road, Mt. Kisco, NY 10549 ("Company").

WHEREAS, Company desires to hire ANT to perform business development, marketing and sales related Consulting Services ("Services") related to the development of a direct marketing business;

WHEREAS, Company desires to compensate ANT in the form of shares and an option to purchase shares of Immudyne, Inc. common stock, only in the event that certain performance milestones are achieved by the Company and its subsidiaries while this Agreement is in effect;

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, ANT and Company hereby agree to an exchange of restricted Company common stock (each a "Share" and collectively, the "Shares") and options to purchase shares of Company common stock (collectively the "Options") for professional services under the following terms and conditions:

1. Services

ANT agrees to provide, and Company agrees to accept and pay for in accordance with Section 2 below, the following Consulting Services ("Services"):

- Assistance with the establishment of the Inate Scientific ("Inate") and ImmuDyne PR, LLC ("ImmuDyne PR"), a direct marketing business selling skincare products that contain Immudyne's proprietary ingredients
- Oversight of Inate and ImmuDyne PR day to day operations including sales, merchant processing and customer service
- Identification of new acquisition candidates for ImmuDyne, Inc. and new products that can be directly marketed by ImmuDyne PR
- Counsel related to the company's overall business strategy and financial decision making

2. Consideration

Company shall pay to ANT the following Equity Fee (the "Equity Fee") in consideration for the Services:

- Upon signing of this Amendment, 1,000,000 restricted shares of ImmuDyne Inc. common stock. ImmuDyne, Inc. shall have the option to rescind this share issuance on 12/31/16 if less than $500,000 USD is received by ImmuDyne, Inc. from ImmuDyne PR. ANT may at its sole discretion make up the difference between what Company receives from ImmuDyne PR and the $500,000 USD minimum required for ANT to earn this issuance;
- 150,000 restricted shares of ImmuDyne, Inc. common stock for each $500,000 distributed by ImmuDyne PR to Company. All shares issued to ANT shall be considered fully paid and validly issued. The amount of shares to be issued by Company to ANT shall be capped at 1,500,000. To clarify, Company will have issued 1,500,000 shares to ANT upon such time that ImmuDyne PR has distributed $5,000,000 to Company;
- Upon receipt by ImmuDyne, Inc. of $1,250,000 in actual cash from ImmuDyne PR, ANT shall be issued 750,000 restricted shares of ImmuDyne Inc. common stock and a ten-year option to buy 1,000,000 shares at $0.20 (including a cashless exercise feature);
- Upon receipt by ImmuDyne, Inc. of $2,000,000 in actual cash from ImmuDyne PR, ANT shall be issued an additional 750,000 restricted shares of ImmuDyne Inc. common stock and a ten-year option to buy an additional 1,000,000 shares at $0.20 (including a cashless exercise feature);
- Upon receipt by ImmuDyne, Inc. of $3,000,000 in actual cash from ImmuDyne PR, ANT shall be issued 750,000 restricted shares of ImmuDyne Inc. common stock and a ten-year option to buy 750,000 shares at $0.20 (including a cashless exercise feature);

Attached as **Appendix A** is (i) documentation in support of the Company's authorization of the Equity Fee, including the resolutions of the Company's Board of Directors authorizing and effecting the grant of the Equity Fee, and (ii) the disclosure of any and all restrictions that apply to the Shares granted to ANT for payment of the Equity Fee. To the extent that ANT desires such Shares to be in a party name other than ANT, ANT will notify the Company in writing and the Company shall comply with such request. The Company may at its sole discretion accelerate the vesting schedule of the Equity Fee due to satisfactory completion of the deliverables outlined in this Agreement. Company agrees to provide, via the Company's counsel, a Rule 144 legal opinion for all shares issued pursuant to this Agreement within three business days of such request by ANT, so long as those shares are eligible for resale under Rule 144. Company agrees that it will permit and instruct its transfer agent to accept a third party legal opinion to remove all restrictions placed on the shares issued to ANT pursuant to this Agreement. Notwithstanding the foregoing, if the shares of ImmuDyne's common stock become issuable hereunder and such issuance requires an amendment to ImmuDyne's Articles of Incorporation to increase the number of its authorized shares of the common stock, ImmuDyne shall, solely to the extent necessary, use its reasonable efforts to file an amendment to its Articles of Incorporation in accordance with the laws of the State of Delaware, and such issuance shall at all times be subject to the filing of such amendment.

3. Piggyback Registration

If the Company shall determine to register for its own account or the account of others under the Securities Act of 1933 any of its equity securities, the Company shall include in such registration statement all of the Shares issued to ANT as part of the Equity Fee. Notwithstanding the foregoing, in the event that any registration shall be in whole or in part an underwritten offering, the number of registrable securities to be included in such an underwriting may be reduced (pro rata among ANT and the holders of the other registrable securities contemplated being included in such registrations based on the number of registrable securities requested to be registered by each of them) if and to the extent that the managing underwriter shall be of the good faith opinion (expressed in writing) that such inclusion would reduce the number of registrable securities to be offered by the Company or otherwise adversely affect such offering. Nothing herein shall be construed so as to require the Company, in connection with any proposed offering, to engage the services of an underwriter, as, for example, if the Company shall file a registration statement under Rule 415 of the Securities Act without the services or engagement of any underwriter. This "piggy-back" registration right shall not apply to an offering of equity securities registered on Form S-4 or S-8 (or their then equivalent forms) relating to securities to be issued solely in connection with an acquisition of any entity or business or securities issuable in connection with a stock option or other employee benefit plan.

4. Term of Service

The term of this Agreement begins on the Effective Date and will end on the 24-month anniversary of this agreement.

5. Termination for Cause

Notwithstanding the foregoing, this Agreement may be terminated by either party immediately without notice if any party: (a) has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy; (b) engages in any unlawful business practice; or (c) breaches any of its obligations under the Agreement in any material respect.

6. Indemnification

The Company shall be solely responsible for its products, the content of its website, its IR/PR communications, and its advertising materials, and any claims it makes about its products or its business, and any losses related to the aforementioned, and shall, at its sole cost and expense, defend and indemnify ANT and hold ANT harmless from and against any claims, loss, suit, liability or judgment, including reasonable attorney's fees and costs, arising out of, or in connection with Company's products, website, IR/PR communications or advertising published/aired hereunder, including, without limitation, for any violations of securities laws or regulations, misrepresentations, false advertising, libel, slander, violation of right of privacy, plagiarism, infringement of copyright or other intellectual property interest, except in the case of ANT's unauthorized or negligent use of any information prepared by Company.

In connection with the engagement of ANT to assist the Company, the Company understands and acknowledges that ANT may use and rely upon and further disseminate information created or provided by the Company, including but not limited to publicly available information such as information contained in the Company's SEC filings, press releases, and on the Company's website.

If ANT, its affiliates, each other person or entity, if any, controlled by ANT or any of its affiliates, their respective current and former officers, directors, partners, attorneys, owners, employees and agents, and the heirs, successors and assigns of all of the foregoing persons or entities (collectively, "ANT Indemnitees") become involved in any capacity in any pending or threatened claim, suit, action, proceeding, investigation or inquiry (including, without limitation, any shareholder or derivative action or arbitration proceeding) (collectively, a "Proceeding") (i) in connection with or arising out of any untrue statements or alleged untrue statements of a material fact contained in any information supplied or provided by the Company; (ii) in connection with or arising out of any omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading contained in any information supplied or provided by the Company; or (iii) otherwise in connection with any matter in any way relating to or referring to this Agreement or arising out of the matters contemplated by this Agreement, including, without limitation, related services and activities prior to the date of this Agreement, the Company agrees to indemnify, defend and hold the ANT Indemnitees harmless to the fullest extent permitted by law from and against any losses, claims, damages, liabilities and expenses in connection with any Proceeding, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that such losses, claims, damages, liabilities and expenses resulted solely from the willful misconduct of ANT.

If Company, its affiliates, each other person or entity, if any, controlled by Company or any of its affiliates, their respective current and former officers, directors, partners, attorneys, owners, employees and agents, and the heirs, successors and assigns of all of the foregoing persons or entities (collectively, "Company Indemnitees") become involved in any capacity in any pending or threatened claim, suit, action, proceeding, investigation or inquiry (including, without limitation, any shareholder or derivative action or arbitration proceeding) (collectively, a "Proceeding") (i) in connection with or arising out of any untrue statements or alleged untrue statements of a material fact contained in any information supplied or provided by ANT; (ii) in connection with or arising out of any omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading contained in any information supplied or provided by ANT; or (iii) otherwise in connection with any matter in any way relating to or referring to this Agreement or arising out of the matters contemplated by this Agreement, including, without limitation, related services and activities prior to the date of this Agreement, ANT agrees to indemnify, defend and hold the Company Indemnitees harmless to the fullest extent permitted by law from and against any losses, claims, damages, liabilities and expenses in connection with any Proceeding, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that such losses, claims, damages, liabilities and expenses resulted solely from the willful misconduct of Company.

7. Confidential Information

All information supplied by one party to the other party in connection with this Agreement shall be given in confidence. Neither party shall disclose any such information to any third party without prior written consent of the other party. Both parties shall take such precautions, contractual or otherwise, as shall be reasonably necessary to prevent unauthorized disclosure of such information by their employees during the term of this Agreement and for a period of two (2) years thereafter.

8. Entire Agreement

This Agreement contains the entire agreement between the parties and their principles relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties and their principles related to the subject matter hereof, including the Referral Fee Agreement dated October 8, 2015. No modification of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

9. Governing Law, Dispute Resolution, Mediation and Arbitration

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico without reference to conflict of laws principles. In the event of any dispute arising under or pursuant to this Agreement, the parties agree to attempt to resolve the dispute in a commercially reasonable fashion before instituting any arbitration or litigation. If the parties are unable to resolve the dispute within thirty (30) days, then the Parties agree to mediate the dispute with a mutually agreed upon mediator in New York. If the Parties cannot agree upon a mediator within ten (10) days after either party shall first request commencement of mediation, each party will select a mediator within five (5) days thereof, and those mediators shall select the mediator to be used. The mediation shall be scheduled within thirty (30) days following the selection of the mediator. If the mediation does not resolve the dispute, then the following Paragraph shall apply.

The Parties further agree that any applicable statute of limitations will be tolled for the period of time from the date mediation is requested until 14 days following the mediation. All disputes arising out of or relating to this Agreement which cannot be settled by the parties, other than claims solely for injunctive relief where time is of the essence, shall promptly be submitted to and determined in arbitration in New York, pursuant to the commercial rules and regulations then in effect of the American Arbitration Association. The arbitrator(s) shall be elected as follows: in the event the Parties agree on one arbitrator, the arbitration shall be conducted by such arbitrator. In the event the Parties do not so agree, the Parties on each side of the dispute shall select one independent, qualified arbitrator and the two arbitrators so selected shall select the third arbitrator. The decision of the arbitrator(s) shall be final and binding upon the parties and judgment upon such decision may be entered in any court of competent jurisdiction.

Discovery shall be allowed pursuant to the United States Federal Rules of Civil Procedure and as the arbitrator(s) determine appropriate under the circumstances. Such arbitrator(s) shall be required to apply the contractual provisions hereof in deciding any matter submitted to them and shall not have any authority, by reason of this Agreement or otherwise, to render a decision that is contrary to the mutual intent of the parties as set forth in this Agreement.

10. Waiver

The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

11. No Right to Assign

Neither party has the right to assign, sell, modify, or otherwise alter this Agreement, except upon the express written advance approval of the other party, which consent can be withheld for any reason.

12. Further Assurances

At any time or from time to time after any issuance of securities, the parties agree to cooperate with each other, and at the request of the other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of such issuance.

13. Severability

All provisions of this Agreement shall be applicable only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal or unenforceable under any applicable law. If any provision of this Agreement or any application thereof shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this Agreement or of any other application of such provision shall in no way be affected thereby.

14. Force Majeure

Except for the obligation to pay money, neither party shall be liable to the other party for any failure or delay in performance caused by acts of God, fires, floods, strikes, whether legal or illegal, water damage, riots, epidemics or any other causes beyond such party's reasonable control, and such failure or delay will not constitute a breach of this Agreement.

15. Attorney's Fees

In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual attorney's fees and costs, including expert witness fees.

16. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given if personally delivered, sent by recognized courier service, or by registered or certified mail, to, in the case of the Company, the Company's principal office, or, in the case of ANT, to its office home address. All notices or communications hereunder shall be deemed to have been given upon deposit in the United States mail or with such other recognized courier, postage prepaid or upon delivery thereof, whichever is earlier.

17. Headings

The section headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.

18. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same document. This Agreement may be executed via facsimile or electronic signature, and each such facsimile copy, electronic signature or counterpart shall be deemed an original.

The parties represent and warrant that, on the date first written above, they are authorized to enter into this Agreement in its entirety and duly bind their respective principals by their signatures below.

EXECUTED as of the date first written above.

American Nutra Tech, LLC ("ANT")

By: /s/ Stefan Gallupi

Title: CEO
Date signed: 3-29-16

Immudyne, Inc. ("Company")

By: /s/ Mark McLaughlin

Title: President
Date signed: 4-1-2016