CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement (this “**Agreement**”) is made as of (date)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Effective Date**”) by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Recipient**”), a company whose principal place of business is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and SATIVA NATIVA SAS (“**Provider**”), a company whose principal place of business is CRFA 31 # 2-1, Bonda, Santa Marta, Colombia.

It has been proposed that Provider meet with the Recipient for the purpose of discussing a possible working agreement or other transaction-involving Provider (the “**Purpose**”). In the course of the discussions, Provider may be disclosing confidential and proprietary information. The rights and obligations of the Parties with respect to such information are as follows:

1. “**Party**” means either the Recipient or Provider, as the case may be, and “**Parties**” means the Recipient and Provider collectively. “**Proprietary Information**” means information of any kind, whether communicated orally or in writing, relating to the Purpose that is obtained by the Recipient from Provider, including any information concerning the business, affairs, operations, properties, assets, employees, customers, suppliers, contracts, prospects, liabilities, research, processes or methods of operation of Provider or its affiliates that is made available to the Recipient or its affiliates, as well as any reproductions, summaries analyses or extracts of such information.
2. Notwithstanding the foregoing, Proprietary Information shall not include any information that: (a) is publicly available prior to the Effective Date, or that subsequently becomes publicly available through no breach of this Agreement by the Recipient; (b) the Recipient can demonstrate was known to it prior to the Effective Date or that subsequently becomes known to it from a third party that has no obligation to Provider to keep such information confidential; or (c) the Recipient can demonstrate (through written records) was independently developed by it, or by individuals employed (or engaged) by the Recipient, without participation in any meetings with Provider or its employees or agents, and without directly or indirectly in any manner whatsoever having any access to, or the benefit of, Proprietary Information as that term is defined without reference to this subparagraph (c).
3. In consideration of Provider’s disclosure of the Proprietary Information, the Recipient agrees that, for the term of this Agreement and for a period of two years from the date of termination of this Agreement, the Recipient will maintain the Proprietary Information in strict confidence.
4. Neither the Recipient nor its employees, officers, directors, advisors, consultants, representatives, or agents (each, a “**Representative**”) shall use the Proprietary Information or any part of it, directly or indirectly in any manner whatsoever, for any purpose other than the Purpose.
5. The Recipient may reveal or permit access to the Proprietary Information only to those Representatives who reasonably need to know the Proprietary Information in connection with the Purpose, who are informed of the confidential nature of the Proprietary Information, who are directed to hold the Proprietary Information in the strictest confidence and who agree to act in accordance with the terms and conditions of this Agreement. The Recipient will take all necessary precautions or measures as may be reasonable in the circumstances to prevent improper use or disclosure of the Proprietary Information by its Representatives and shall be responsible for any breach of this Agreement by any of its Representatives.
6. The Recipient may disclose Proprietary Information if (and only if), in the opinion of counsel, the Recipient is legally compelled or required by regulatory authorities having appropriate jurisdiction, provided that the Recipient provides Provider with prior written notice of such obligation and the opportunity to oppose such order or requirement.
7. If either Party determines that it does not wish to proceed in any arrangements between the Parties in relation to the Purpose, it will promptly notify the other Party in writing of that fact. Upon receipt or delivery of such notice (as the case may be), the Recipient shall (and shall take all reasonably necessary steps to ensure that its Representatives do the same), at the Recipient’s expense, return or dispose of any tangible records of the Proprietary Information or electronic copies thereof as directed by Provider promptly upon Provider’s request, and the Recipient shall certify that it has returned or disposed of, as the case may be, all such Proprietary Information; provided, however, that one copy of each document or other matter constituting the Proprietary Information may be retained by the Recipient, in secure storage, permanently subject to the terms of this Agreement, for use only in disputes relating to this Agreement. Notwithstanding the return or destruction of the records and copies of the Proprietary Information, the Recipient and its Representatives shall continue to be bound by the confidentiality and other obligations under this Agreement.
8. No rights or obligations other than those expressly set out herein are to be implied from this Agreement. No license (express or implied) is hereby granted, directly or indirectly in any manner whatsoever, under any patent, trade secret or copyright, mask work right or other intellectual property right now held by, or which may be obtained by, or which are or may be licensable by, Provider. Provider reserves the right, in its sole discretion and without prior notice to the Recipient, to disclose the Proprietary Information to any third party for any purpose. The Recipient hereby acknowledges and agrees that it shall not acquire any rights in, or to, the Proprietary Information under this Agreement other than those expressly provided therein. In particular, the Recipient shall not acquire any ownership right, interest or title in or to the Proprietary Information or any intellectual property rights therein or the right to obtain or apply for such rights under this Agreement. The Recipient further acknowledges that the Proprietary Information has been developed at a significant cost by, and has significant commercial value to, Provider
9. Nothing contained in this Agreement shall obligate the Parties either to negotiate or enter into any future business arrangement with respect to the Purpose. If, as a result of the discussions contemplated under this Agreement, the Parties decide to enter into a business arrangement with respect to the Purpose, then such arrangement shall be the subject of a separate negotiation between the Parties.
10. Provider represents and warrants to the Recipient that any personal information as part of the Proprietary Information it has disclosed or caused to be disclosed to the Recipient has been disclosed to the other in accordance with applicable law.
11. The Recipient acknowledges that Provider makes no representation or warranty (express or implied) as to the accuracy or completeness of the Proprietary Information, and agrees that Provider shall have no liability, direct or indirect, to the Recipient relating to or resulting from the Proprietary Information or the use thereof, errors therein or omissions therefrom, provided that, for greater certainty, the foregoing shall not serve to limit the liability of Provider with respect to any specific representations and warranties made in any definitive agreement entered into by the Parties in relation to the Purpose.
12. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
13. Each Party hereby irrevocably and unconditionally consents, submits and attorns to the exclusive jurisdiction of the courts of the Province of Ontario for any actions, suits or proceedings (“**Proceedings**”) arising out of or relating to this Agreement and the transactions contemplated hereby. Each Party waives any objection to the venue of any Proceeding arising out of or in

relation to this Agreement or the transactions contemplated hereby in the courts of the Province of Ontario and waives and agrees not to plead or claim in any such court that any Proceeding brought in any such court has been brought in an inconvenient forum.

1. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege hereunder.
2. The Recipient acknowledges that disclosure of the Proprietary Information or any other breach of this Agreement would cause serious and irreparable damage and harm to Provider and that remedies at law would be inadequate to protect against breaches of this Agreement, and the Recipient agrees in advance to the granting of injunctive relief in favour of Provider for any breach of the provisions of this Agreement and to the specific enforcement of the terms of this Agreement, without proof of actual damages, in addition to any other remedy to which Provider would be entitled.
3. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by either of the Parties, shall be binding unless executed in writing by the Party to be bound thereby.
4. This Agreement may be validly executed by facsimile or electronic transmission and in counterparts, which taken together shall constitute one and the same agreement and each of which shall constitute an original.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed in a legally binding manner as of the Effective Date.

SATIVA NATIVA SAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Per: Andres Victoria Per:

Title: Chief Executive Officer Title: