

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

FORM 8-K/A
Amendment No. 2

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

Date of Report (Date of earliest event reported): February 21, 2019

ONE WORLD PHARMA, INC.
(Exact name of registrant as specified in its charter)

Nevada (State or other jurisdiction of incorporation or organization)	333-200529 (Commission File Number)	61-1744826 (I.R.S. Employer Identification Number)
3471 West Oquendo Road, Suite 301 Las Vegas, NV (Address of principal executive offices)		89118 (Zip Code)

Registrant's telephone number, including area code: **(800) 605-3210**

(Former name or former address, if changed since last report)

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Forward Looking Statements

This Current Report on Form 8-K, including the sections entitled “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Description of Business,” contains “forward-looking statements” that include information relating to future events, future financial performance, strategies, expectations, competitive environment, regulation and availability of resources. These forward-looking statements include, without limitation: statements regarding proposed products; statements regarding the regulatory environment; statements concerning litigation or other matters; statements concerning projections, predictions, expectations, estimates or forecasts for our business, financial and operating results and future economic performance; statements of management’s goals and objectives; and other similar expressions concerning matters that are not historical facts. Words such as “may,” “will,” “should,” “could,” “would,” “predicts,” “potential,” “continue,” “expects,” “anticipates,” “future,” “intends,” “plans,” “believes” and “estimates,” and similar expressions, as well as statements in future tense, identify forward-looking statements.

Forward-looking statements should not be read as a guarantee of future performance or results, and will not necessarily be accurate indications of the times at, or by which, that performance or those results will be achieved. Forward-looking statements are based on information available at the time they are made and/or management’s good faith belief as of that time with respect to future events, and are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in or suggested by the forward-looking statements. Important factors that could cause these differences include, but are not limited to:

- our failure to implement our business plan within the time period we originally planned to accomplish; and
- other factors discussed under the headings “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Description of Business.”

Forward-looking statements speak only as of the date they are made. You should not put undue reliance on any forward-looking statements. We assume no obligation to update forward-looking statements to reflect actual results, changes in assumptions or changes in other factors affecting forward-looking information, except to the extent required by applicable securities laws. If we do update one or more forward-looking statements, no inference should be drawn that we will make additional updates with respect to those or other forward-looking statements.

Item 1.01 **Entry into a Material Definitive Agreement.**

Item 2.01 **Completion of Acquisition or Disposition of Assets.**

Item 2.03 **Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

Item 3.02 **Unregistered Sales of Equity Securities.**

Item 4.01 **Changes in Registrant’s Certifying Accountant.**

Item 5.01 **Changes in Control of Registrant.**

Item 5.02 **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

Item 5.06 **Change in Shell Company Status.**

MERGER

Merger

On February 21, 2019, One World Pharma, Inc. (“Company,” “we” or “our”) entered into an Agreement and Plan of Merger (“Merger Agreement”) with OWP Merger Subsidiary, Inc. (“OWP Merger Sub”), our wholly-owned subsidiary, and OWP Ventures, Inc. (“OWP Ventures”). Under the Merger Agreement, the acquisition of OWP Ventures by the Company was effected by the merger of OWP Merger Sub with and into OWP Ventures, with OWP Ventures being the surviving entity as our wholly-owned subsidiary (the “Merger”). The closing (the “Closing”) of the Merger occurred on February 21, 2019. As a result of the Merger (a) holders of the outstanding capital stock of OWP Ventures received an aggregate of 39,475,398 shares of our Common Stock; (b) options to purchase 825,000 shares of common stock of OWP Ventures at an exercise price of \$0.50 automatically converted into options to purchase 825,000 shares of our Common Stock at an exercise price of \$0.50; (c) the outstanding principal and interest under a \$300,000 convertible note issued by OWP Ventures became convertible, at the option of the holder, into shares of our Common Stock at a conversion price equal to the lesser of \$0.424 per share or 80% of the price we sell our Common Stock in a future “Qualified Offering”; (d) 875,000 shares of our Common Stock owned by OWP Ventures prior to the Merger were cancelled; and (e) OWP Ventures’ chief operating officer became our chief operating officer and two of OWP Ventures’ directors became members of our board of directors.

Except for the Merger Agreement, the transactions contemplated thereby and as otherwise described in this Current Report on Form 8-K, neither OWP Ventures, OWP Colombia nor any of their respective directors, officers and/or shareholders, as applicable, had any material relationship with us prior to the Merger.

We are presently authorized under our articles of incorporation, as amended to date, to issue 75,000,000 shares of common stock, par value \$0.001 per share. Immediately following the Closing, we had 39,922,899 shares of common stock issued and outstanding.

Effective as of the Closing, we appointed the following persons as our executive officers and directors (in addition to Craig Ellins, who continues to serve as a director and as our Chief Executive Officer):

Name	Age	Position
Bruce Raben	65	Director
Dr. Kenneth Perego	49	Director
Brian Moore	31	Chief Operating Officer and Secretary

DESCRIPTION OF THE BUSINESS

Immediately prior to the Closing, we were a public “shell” company with nominal assets. As of the Closing, we are no longer a public shell. As a result of the Merger, we are engaged in OWP Ventures’ business, including the business of its wholly-owned subsidiary, One World Pharma, S.A.S., a Colombian company (“OWP Colombia”). With respect to this discussion, the terms “we,” “us,” “our” and “our company” refers to One World Pharma, Inc. and its wholly-owned direct and indirect subsidiaries, OWP Ventures and OWP Colombia.

We plan to be a producer of raw cannabis and hemp plant ingredients for both medical and industrial uses across the globe. We have received licenses from Colombian regulators to cultivate, produce and distribute the raw ingredients of the cannabis and hemp plant for medicinal, scientific and industrial purposes. Specifically, we are one of the first companies in Colombia to receive licenses for seed, cultivation, extraction and export from the Colombian government (the “Licenses”).

We planted our first crop of cannabis in Popayan, Colombia in 2018, and began initial harvesting in the first quarter of 2019 for the purpose of further research and development activities and quality control testing of the cannabis we have produced. We intend to commence limited shipping of non-psychoactive products to customers in the fourth quarter of 2019. Although we hold the Colombian Licenses for our current business activities, we will need to obtain quota approvals from the Colombian authorities before we can commence commercial sale of our psychoactive products under our Cannabis Manufacturing License and Psychoactive Cultivation License, as applicable, as further described below.

Our first cultivation and extraction sites are located in Popayan, Colombia. Our facility encompasses approximately 30 acres and includes a covered greenhouse built specifically to cultivate high-grade cannabis and hemp. In addition, we have entered into agreements with local farming co-operatives that include small farmers and indigenous tribe members, under which they will cultivate cannabis on up to approximately 140 acres of land using our seeds and propagation techniques, and sell their harvested products to us on an exclusive basis.

We employ modern propagation and cultivation techniques drawn from U.S. practices that allow us to rapidly multiply the cells of a specific plant strain to produce large numbers of genetically consistent progeny plants using our own plant tissue culture method. We believe this technique allows us to cultivate plants which are stable, robust and able to produce genetically superior cannabis and hemp derived products. We intend to have our processes and products certified as compliant with international standards, including Good Agricultural Practices (“GAP”), Good Manufacturing Practice (“GMP”) and the standards set forth in EU Pharmacopoeia, a publication that sets forth quality standards applicable to the European pharmaceutical industry.

We intend to build additional covered greenhouse capacity in excess of 1 million square feet. We are building out our extraction and production facility and expect it to be operational before the end of 2019. In addition, we have a contractual relationship with a local co-operative under which they agree to assist us in cultivation at our facility.

We have received approval from the Instituto Colombiano Agropecuario (the “ICA”) to begin cultivating 13 proprietary high THC cannabis strains and 2 high CBD strains. We have also received approval to grow 68 mother plants to begin this characterization process, which we have commenced. If we are successful in this process, the strains will be entered in the ICA cultivar registry. Only registered strains may be sold under Colombian law.

The Company believes there is a large and growing market for cannabis and hemp products around the world. The market for CBD has shown particular demand and growth. We will pursue sales into this market using a direct sales force to establish direct customer relationships and distributor relationships. We will seek out customers who have large and recurring needs and demands. Countries that we intend to focus on include EU countries, the UK, Poland, Israel, and Canada.

The Company believes it will be able to commence commercial sales of non-psychoactive products to customers beginning in the fourth quarter of 2019. However, we are subject to numerous risks that may delay the date of first sale, including regulatory requirements imposed or that may in the future be imposed by the Colombian regulating authorities. In addition, we will need to obtain quota approval from Colombian regulators before making we can make sales of our psychoactive products.

History and Background

One World Pharma S.A.S., is a Colombian company (“OWP Colombia”), incorporated on July 14, 2017 with the goal of procuring the following Colombian Licenses.

On December 20, 2017, the Colombian Ministry of Health, by means of resolution No. 5251 of 2017, granted OWP Colombia its license for the production of cannabis derivatives for domestic use and export, allowing OWP Colombia to extract high tetrahydrocannabinol (“THC”) compounds (“Cannabis Manufacturing License”). This license will expire on December 20, 2022.

On December 26, 2017, the Colombian Ministry of Justice, by means of resolution No. 1087 of 2017, granted OWP Colombia its license to use seeds for sowing for sale or delivery of seeds and/or for scientific research purposes, allowing for genetic and seed bank registration (“Cannabis Seed Possession License”). This license will expire on December 26, 2022.

On December 26, 2017, the Colombian Ministry of Justice, by means of resolution No. 1088 of 2017, granted OWP Colombia its license to grow non-psychoactive cannabis plants (less than 1.0% THC). Under this license, OWP Colombia can produce seeds for planting, deliver and make sales of the cannabis crop in order to produce cannabis derivatives and deliver and make sales of the cannabis crop for industrial purposes (“Cannabis Non-Psychoactive Cultivation License”). This license will expire on December 26, 2022.

On January 4, 2018, the Colombian Ministry of Justice, by means of resolution No. 0015 of 2018, granted OWP Colombia its license to grow psychoactive cannabis plants (greater than 1.0% THC) (“Psychoactive Cultivation License”). Under this license, OWP Colombia can produce seeds for planting, and deliver and make sales of the cannabis crop in order to produce cannabis derivatives. This license will expire on January 4, 2023.

Six months prior to the expiration of each of the Licenses, we can apply for successive renewals for additional five-year periods. In each renewal application, the corresponding Ministry will assess compliance with all the relevant requirements in determining whether or not to renew the License.

On March 27, 2018, OWP Ventures, Inc. was formed as a Delaware corporation for the purpose of acquiring OWP Colombia.

On May 30, 2018, OWP Ventures entered into a Stock Purchase Agreement with the shareholders of OWP Colombia whereby the shareholders of OWP Colombia transferred their shares in OWP Colombia to OWP Ventures in exchange for 10,200,000 shares of common stock of OWP Ventures.

OWP Colombia planted its first crop of cannabis in 2018, which it began harvesting in the first quarter of 2019 for the purpose of further research and development activities and quality control testing of the cannabis we have produced. To date, we have not yet generated any revenues from our activities.

Products

We are focused on cultivating, processing and supplying crude cannabis oil, distillate and isolate to customers’ specification. We plan to sell as a wholesaler to industrial companies making cannabis related products. We also plan on supplying the hemp plant bio-mass remaining after our extraction process to industry participants that utilize hemp in the manufacture of their products. Hemp is used to make a variety of commercial and industrial products, including rope, textiles, clothing, shoes, food, paper, bioplastics, insulation and biofuel.

We are currently in the process of cultivating medicinal cannabis at our facility in Popayán, Colombia for a variety of medical conditions. We have registered 25 varieties or strains of cannabis with the Colombian Ministry of Health and intend to register additional varieties by the end of 2019. See “Operations - Strains of Cannabis”. The development of these strains enables us to select mother plants and identify the concentrations of cannabinoids required for the products which we intend to distribute. The cannabis will be produced in accordance with GMP Standards. We are committed to developing final products consistent with medicinal cannabis industry standards and pharmaceutical procedures. Our products will include a variety of cannabinoids and terpenes designed to treat specific medical conditions. The composition of the strains will include a wide range of THC and CBD ratios.

Industry

Medicinal cannabis refers to the use of cannabis and its constituent cannabinoids and terpenes to treat disease or ameliorate symptoms such as pain, muscle spasticity, nausea and other indications. Cannabinoid is a blanket term covering a family of complex chemicals, both natural and man-made, that bind with cannabinoid receptors (protein molecules on the surface of cells) and effect a wide number of responses. Cannabinoid receptors in the human body are part of a system called the endocannabinoid system. This system produces chemicals called endocannabinoids, which also bind with cannabinoid receptors. Cannabinoid receptors are found in the brain and throughout the body. Scientists have found that cannabinoid receptors in the endocannabinoid system are involved in a vast array of functions in our bodies, including helping to modulate brain and nerve activity (including memory and pain), energy metabolism, heart function, the immune system and even reproduction. While there are a large number of active cannabinoids found in cannabis, the two most common currently used for medical purposes are tetrahydrocannabinol and cannabidiol. Although no clinical trials have been completed in the United States to validate the effectiveness of tetrahydrocannabinol or cannabidiol in managing disease and improving symptoms, scientific studies have identified that they, alone and/or in combination, may potentially provide treatment benefits for a large number of medical conditions. For example, tetrahydrocannabinol, a psychotropic cannabinoid, has been shown to activate pathways in the central nervous system which work to block pain signals and has shown potential to assist patients with Post Traumatic Stress Disorder (PTSD) and stimulate appetite in patients following chemotherapy. Cannabidiol, on the other hand, is non-psychotropic and has shown potential to relieve convulsion and inflammation, and is the active ingredient in Epidiolex, which in June 2018 was approved by the FDA for the treatment of two rare and severe forms of epilepsy.

Regulation

Our active business operations are currently conducted solely within Colombia, and as such, the discussion below is limited to Colombian laws and regulations applicable to our business, which require us to hold the relevant licenses, quotas and other permits, as described below. Our activities in the United States consist solely of corporate administrative activities at our Las Vegas headquarters, including accounting, finance and SEC compliance functions. All export activities will be conducted from Colombia, and we do not intend to export any of our products to jurisdictions where such sales are not legal under local law. Accordingly, we do not currently intend to export our products to the United States to the extent such products may be subject to regulation under the U.S. Controlled Substances Act or other applicable U.S. regulations.

Regulatory Authorities

Several authorities interact in the Colombian cannabis industry. The Ministry of Health is in charge of granting the Cannabis Manufacturing and Distribution License and exercises administrative control over the production of cannabis derivatives. The Ministry of Justice, through the subsection for the Control and Supervision of Chemical Substances and Narcotic Drugs, is the competent authority for issuing the Cannabis Seeds Possession License, the Cannabis Psychoactive Cultivation License and the Cannabis Non-Psychoactive Cultivation License and for exercising administrative control over cannabis operations and cultivation. The National Narcotics Fund (“FNE”) exercises administrative and operational control over activities related to the management of psychoactive and non-psychoactive cannabis and its derivatives. The National Food and Drug Surveillance Institute (“INVIMA”) is in charge of issuing and monitoring compliance under the health and phytosanitary registrations that may be applicable to products containing cannabis derivatives. The Colombian Agricultural Institute (“ICA”) is responsible for maintaining the registry of the Genetic Pool or “Fuente Semillera” and the registration of cannabis seeds and strains under the “Registro Nacional de Cultivares Comerciales”.

In exercising the administrative and operational control activities discussed above the Ministry of Justice, Ministry of Health, ICA and FNE are required to coordinate their activities to the extent necessary, according to their competencies, with the Ministry of Agriculture and Rural Development through ICA, as well as with the National Police.

Licenses

Under Colombian law, there are four types of cannabis licenses that authorize different activities concerning the various stages of the production line of the medical cannabis industry: (i) the Cannabis Seeds Possession License; which is required for the domestic sale and delivery of seeds (but not export) and for scientific research purposes; (ii) the Cannabis Psychoactive Cultivation License, which is required for the production of seeds for sowing; for grain production; production of cannabis derivatives; for scientific research purposes, for storage, and for final disposal; (iii) the Cannabis Non-Psychoactive Cultivation License, which is required for the production of grain and seeds for sowing; production of cannabis derivatives; for industrial purposes; for scientific research purposes; for storage; and for final disposal; and (iv) the Cannabis Manufacturing and Distribution License, which is required for the production of cannabis derivatives for domestic use; production of cannabis derivatives for scientific research purposes; and production of cannabis derivatives for exportation. OWP Colombia holds all of these licenses.

The legal framework currently in force in Colombia regarding medical cannabis is established in Law 1787 of 2016 (the “Law”) and the Decree 613 of 2017 (the “Decree”). Cannabis licenses must be issued by the Ministry of Health or the Ministry of Justice in an estimated time of 60 days, however, in practice, this process can take between four and six months. In accordance with Colombia’s international obligations, there is a limit in the amount of Cannabis allowed for fabrication or cultivation assigned by the Colombian Government (specific crop or manufacturing quotas) that must be requested by each licensee when applying for a Cannabis Psychoactive Cultivation License or a Cannabis Manufacturing License. The activities of cultivation and manufacturing can only be started once the specific quotas have been granted to the licensee.

Duration of Licenses

The Cannabis Seeds Possession License, the Cannabis Psychoactive Cultivation License, the Cannabis Non-Psychoactive License, and the Cannabis Manufacturing and Distribution License are granted by the Ministry of Justice and/or the Ministry of Health (as applicable), when the applicant fulfills the general criteria described in Article 2.8.11.2.1.5 of the Decree, and the specific requirements for each type of license. Each of these licenses is valid for up to five years. The Ministry of Justice and the Ministry of Health (as applicable) maintain the right to monitor the activities performed by the corresponding licensee, and in the event of a breach by the licensee of the obligations and duties set forth in the Decree, the licenses may be revoked. The relevant Ministry may renew these licenses for additional and successive five-year periods. In each renewal application, the Ministry will assess compliance with all the relevant requirements in determining whether or not to renew the license.

Quotas

As described above, regulations of cannabis in Colombia provides an additional requirement applicable to the Cannabis Psychoactive Cultivation License and Cannabis Manufacturing License, which require the grant of crop and manufacturing quotas (the “Quotas”). According to Article 2.8.11.2.6.2 of the Decree, the assignment of Quotas is collectively made by the Ministry of Health, the Ministry of Justice, the ICA, the INVIMA, and the FNE.

According to Article 2.8.11.2.6.5 of the Decree, there are two types of Quotas: (i) crop quotas for psychoactive cannabis (for holders of the Cannabis Psychoactive Cultivation License) which are granted by the Ministry of Justice; and (ii) the manufacturing quotas for psychoactive cannabis (for holders of the Cannabis Manufacturing License) which are granted by the Ministry of Health.

These Quotas are requested by the licensees no later than the last calendar day of April of each year, and, if they are granted by the corresponding authority, they can only be used by the licensees during the next calendar year (for instance, if a licensee requests a specific crop Quota in March, 2018, and this Quota is granted by the Ministry of Justice, the licensee will be allowed to use the Quota from January 1, 2019 to December 31, 2019). In extraordinary events, the licensees can request a supplementary Quota that will apply to the calendar year requested (the issuance of these Quotas depends on the special circumstances defined by the Colombian governmental authorities).

On December 3, 2018, by means of resolution 1256 of 2018, Colombia’s Ministry of Justice granted OWP Colombia a supplementary Quota for growing psychoactive mother plants; six for each of 13 varieties, for a total of 78 “mother” plants. However, before we commence the commercial sale of our psychoactive products (greater than 1% THC content), we will need to obtain Quotas from the Ministry of Health. This will require us to conduct successful agricultural characterization tests approved by and registered with the ICA/Ministry of Agriculture and Rural Development, and stabilized extracts characterization tests approved by INVIMA/Ministry of Health, of product

samples grown by us under Quotas obtained from the Ministry of Justice. We have already requested from the Ministry of Health and Justice our annual Quotas for the export sale of psychoactive ingredients in 2020, and are awaiting the issuance of such Quotas in order to start our production process.

Strains of Cannabis

Strains of cannabis are registered in Colombia in two manners:

- Registration of the Genetic Pool or "Fuente Semillera": Under Article 2.8.11.11.1 of the Decree, licensed producers of cannabis had until December 31, 2018 to register the genetics of strains of cannabis with the ICA. Under this transitory article, the government allowed a limited period for licensed producers of cannabis to source genetics currently available in Colombia and register these as their "fuente semillera". We registered 25 varieties under this article. This registration enables us to grow our own strains of cannabis as opposed to having to purchase registered strains from other licensed producers.
- Registration Under the "Registro Nacional de Cultivares Comerciales": Licensed producers of cannabis have to be granted a breeding/research license to be able to develop, select and trial stabilized cannabis cultivars. This registration allows licensed producers to register unique and stable varieties of cannabis for commercial production within Colombia. We were granted such license in the first quarter of 2018. Licensed producers can then request from ICA a registration trial, which is a field flowering trial with the supervision of ICA officials. The data collected in these trials can lead to registration of the cultivar in the National Registrar. Only registered varieties will be allowed to be produced commercially. We are in the final phase of field flowering trials and intend to apply to register additional strains under this provision by the end of 2019.

Sanitary Registration

The commercialization of cannabis-based finished products intended for human consumption requires the issuance of sanitary registrations by the INVIMA, and in the case of products intended for animal consumption, by the ICA.

Environmental

Under Colombian law, general principles of environmental law are set out in Law 99 of 1993 and Article 9 of the National Code of Natural Resources and Protection of the Environment. These laws establish principles governing the use of natural resources, including that use must occur without causing harm to the interests of the community or of third parties. Parties that cause environmental damage while acting under the authority of a permit are responsible for incurring the costs to rectify the damage. The imposition of environmental sanctions is in addition to civil and criminal penalties that may be imposed. Environmental damage caused while a party is acting without a license constitutes a breach of Law 99 of 1993 and may lead to the imposition of sanctions, in addition to civil or criminal proceedings that may result. Parties that cause environmental damage, in addition to sanctions or penalties that apply, will also be required to carry out studies to assess the characteristics of the damage. Under Colombian law, liability for environmental damage creates a presumption of liability in case of a: (i) breach of environmental laws; (ii) environmental damage; and (iii) breach of environmental license or any other administrative act from the environmental authorities. The Environmental Authorities may investigate potential claims, authorize preventative measures, or impose sanctions on parties breaching environmental law.

Competition

The market for medicinal cannabis is characterized by unsatisfied patient demand, with few authorized producers. Although competition in the market is growing and Colombia offers an open process to apply for the licenses, we believe we are competitively positioned to satisfy the demand for medicinal cannabis given our early entry into the market, the management team's expertise in medical product branding, marketing, quality control and domestic market relationships. In addition, the Colombian government has published for comment a draft decree that requires any applicant for any of the four Licenses to furnish evidence that it has completed the seed registration process before the ICA and obtained the corresponding technical sheet for the cannabis plants and varieties. If enacted, this new regulation will result in stricter requirements on potential competitors seeking a Colombian License.

Cultivation in Colombia has natural cost advantages. However, management believes the more sustainable competitive advantage is to create patient loyalty and brand preference, as opposed to the distribution of more homogeneous products. Domestically our competition consists of PharmaCielo, CannaVida, Empresa Colombiana de Cannabis, Khiron Life Sciences Corp., MedCan, Canopy Growth Corporation, and Clever Leaves.

Intellectual Property

Our success depends, at least in part, on our ability to protect our core technology and intellectual property. To accomplish this, we rely on trade secrets, including know-how, employee and third-party nondisclosure agreements and other contractual rights to establish and protect our proprietary rights in our technology.

Seasonality

Colombia and its vertical offering of microclimates is the ideal country for year-round growing and processing of all possible varieties of cannabis in a natural, environmentally friendly manner.

Principal Executive Offices and Facilities

Our principal executive offices are located at 3471 West Oquendo Rd., Suite 301, Las Vegas, Nevada 89118, Telephone No.: (800) 605-3210. Our leased premises are 3,210 square feet and are utilized for corporate business offices. Our Nevada premises are subject to a lease agreement expiring October 31, 2021. In addition, OWP Colombia leases land in Popayan, Colombia at a rate of 8,000,000 COP per month on a renewable lease expiring on September 30, 2022. Our anticipated future lease commitments on a calendar year basis in US dollars, excluding common area maintenance, are as follows:

2019	\$	84,074
2020		85,700
2021		77,553
2022		22,407
Total	\$	<u>269,734</u>

We believe that our current facilities are adequate for our current needs. We intend to secure new facilities or expand existing facilities as necessary to support future growth. We believe that suitable additional space will be available on commercially reasonable terms as needed to accommodate our operations.

Employees

As of April 2019, we had 25 full-time employees and six part-time employees. Since inception, we have never had a work stoppage, and our employees are not represented by labor unions. We consider our relationship with our employees to be positive.

LEGAL PROCEEDINGS

We are not party to any legal proceedings.

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

The following discussion summarizes the significant factors affecting the operating results, financial condition and liquidity and cash flows of OWP Ventures, Inc on a consolidated basis for the period of its inception to December 31, 2018, and One World Pharma S.A.S. for the period of its inception to December 31, 2017. The discussion and analysis that follows should be read together with the financial statements and the notes to the financial statements included elsewhere in this Current Report on Form 8-K. Except for historical information, the matters discussed in this Management's Discussion and Analysis of Financial Condition and Results of Operations are forward looking statements that involve risks and uncertainties and are based upon judgments concerning various factors that are beyond our control.

General Overview

We plan to be a producer of raw cannabis and hemp plant ingredients for both medical and industrial uses across the globe. We have received licenses to cultivate, produce and distribute the raw ingredients of the cannabis and hemp plant for medicinal, scientific and industrial purposes. Specifically, we are one of the only companies in Colombia to receive seed, cultivation, extraction and export licenses from the Colombian government (the "Licenses"). Currently, we own approximately 30 acres and have a covered greenhouse built specifically to cultivate high-grade cannabis and hemp. In addition, we have entered into agreements with local farming co-operatives that include small farmers and indigenous tribe members, under which they will cultivate cannabis on up to approximately 140 acres of land using our seeds and propagation techniques, and sell their harvested products to us on an exclusive basis. We planted our first crop of cannabis in 2018, which we began harvesting in the first quarter of 2019 for the purpose of further research and development activities and quality control testing of the cannabis we have produced. To date, we have not yet generated any revenues from our activities.

From Inception (March 27, 2018) to December 31, 2018

General and Administrative Expense: General and administrative expenses were \$903,913 for the year ended December 31, 2018.

Professional Fees: Professional fees were \$917,936 for the year ended December 31, 2018.

Bad Debts Expense: Bad debts expense of \$50,000 for the year ended December 31, 2018 related to an allowance for doubtful accounts on the uncertain collection of a note receivable.

Other Expense: Other expense was \$88,234 for the year ended December 31, 2018. Other expense consisted of \$88,234 of interest expense.

Loss on Foreign Currency Translation: Loss on foreign currency translation was \$4,090 for the year ended December 31, 2018.

Net Loss: Net loss was \$1,960,083 for the period of inception (March 27, 2018) to December 31, 2018.

From Inception (July 14, 2017) to December 31, 2017

General and Administrative Expense: General and administrative expenses were \$76,606 from inception to December 31, 2017.

Professional Fees: Professional fees were \$16,422 from inception to December 31, 2017.

Gain on Foreign Currency Translation: Gain on foreign currency translation was \$1,900 from inception to December 31, 2017.

Net Loss: Net loss was \$93,028 from inception to December 31, 2017. This net loss should be viewed in light of the cash flow from operations discussed below.

Liquidity and Capital Resources

Net cash used in operating activities was \$1,268,497 and \$105,002 for the period from inception (March 27, 2018) to December 31, 2018 and from inception (July 14, 2017) to December 31, 2017, respectively. The increase in cash used for operations was mainly due to a commencement of operations in 2018.

Net cash used in investing activities was \$753,661 for the year ended December 31, 2018.

Net cash provided by financing activities was \$2,152,094 and \$58,976 for the year ended December 31, 2018 and from inception to December 31, 2017, respectively, and consisted of the proceeds from the sale of common stock, a secured convertible note payable, unsecured advances payable on demand by shareholders, notes payable and contributed capital. The increase in cash provided by financing activities was mainly due to funds raised for the purpose of commencing of operations in 2018.

We have suffered recurring losses from operations and have an accumulated deficit of approximately \$1,959,982 at December 31, 2018 and have not generated any revenues. Unless our operations generate significant revenues and cash flows from operating activities, our continued operations will depend on whether we are able to raise additional funds through various sources, such as equity and debt financing, collaborative agreements and strategic alliances. Such additional funds may not become available on acceptable terms and there can be no assurance that any additional funding that we do obtain will be sufficient to meet our needs in the short and long term.

Subsequent to December 31, 2018, OWP Ventures raised an additional \$1,950,000 from the sale of its common stock prior to the Merger.

RISK FACTORS

YOU SHOULD CAREFULLY CONSIDER THE FOLLOWING RISK FACTORS AND ALL OTHER INFORMATION CONTAINED IN THIS REPORT BEFORE PURCHASING SHARES OF OUR COMMON STOCK. INVESTING IN OUR COMMON STOCK INVOLVES A HIGH DEGREE OF RISK. IF ANY OF THE FOLLOWING EVENTS OR OUTCOMES ACTUALLY OCCURS, OUR BUSINESS OPERATING RESULTS AND FINANCIAL CONDITION WOULD LIKELY SUFFER. AS A RESULT, THE TRADING PRICE OF OUR COMMON STOCK COULD DECLINE, AND YOU MAY LOSE ALL OR PART OF THE MONEY YOU PAID TO PURCHASE OUR COMMON STOCK.

Risks Relating to our Business

Limited Operating History

We are an early stage company that has not generated any revenues and, we have a limited operating history upon which our business and future prospects may be evaluated. To date, we have suffered recurring losses from operations and have an accumulated deficit of approximately \$1,959,982. We will be subject to all of the business risks and uncertainties associated with any new business enterprise, including the risk that we will not achieve our operating goals. In order for us to meet future operating requirements, we will need to successfully grow, harvest and sell our cannabis products. Until such time as we are able to fund our business from operations, we will be required to raise funds through various sources, including the sale of equity and debt securities, Failure to generate cash from operations and to reach profitability may adversely affect our success.

Change of Cannabis Laws, Regulations and Guidelines

Cannabis laws and regulations are dynamic and subject to evolving interpretations which could require us to incur substantial costs associated with compliance or alter certain aspects of our business plan. Regulations may be enacted in the future that will be directly applicable to certain aspects of our businesses. We cannot predict the nature of any future laws, regulations, interpretations or applications, nor can we determine what effect additional governmental regulations or administrative policies and procedures, when and if promulgated, could have on our business. Management expects that the legislative and regulatory environment in the cannabis industry in Colombia and internationally will continue to be dynamic and will require innovative solutions to try to comply with this changing legal landscape in this nascent industry for the foreseeable future. Compliance with any such legislation may have a material adverse effect on our business, financial condition and results of operations.

Public opinion can also exert a significant influence over the regulation of the cannabis industry. A negative shift in the public's perception of the cannabis industry could affect future legislation or regulation in different jurisdictions.

Reliance on Colombian Licenses, Authorizations and Quotas

Our ability to import, grow, store and sell cannabis and hemp in Colombia or internationally is dependent on our ability to sustain and/or obtain the necessary licenses and authorizations by certain authorities in Colombia and/or the importing jurisdiction. The licenses and authorizations are subject to ongoing compliance and reporting requirements and our ability to obtain, sustain or renew any such licenses and authorizations on acceptable terms is subject to changes in regulations and policies and to the discretion of the applicable authorities or other governmental agencies in foreign jurisdictions. Failure to comply with the requirements of the licenses or authorizations or any failure to maintain the licenses or authorizations would have a material adverse impact on our business, financial condition and operating results. In addition, Colombian regulators limit the cultivation and sale of psychoactive cannabis by Quotas issued on an annual basis to licensed producers.

Although we believe that we will meet the requirements to obtain, sustain or renew the necessary licenses and authorizations, there can be no guarantee that the applicable authorities will issue these licenses or authorizations. In addition, to date we have not been issued Quotas that would allow us to commence the commercial sale of psychoactive cannabis products. Should the authorities fail to issue the necessary licenses or authorizations, including required Quotas, we may be curtailed or prohibited from the production and/or distribution of cannabis and hemp or from proceeding with the development of our operations as currently proposed and our business, financial condition and results of the operation may be materially adversely affected.

Regulatory Compliance Risks

Achievement of our business objectives is contingent, in part, upon compliance with regulatory requirements enacted by applicable governmental authorities and obtaining all regulatory approvals, where necessary, for the sale of our products in Colombia and other jurisdictions where we intend to distribute and sell our products. We will incur ongoing costs and obligations related to regulatory compliance. Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, or remedial actions. Civil or criminal fines or penalties may be imposed on us for violations of applicable laws or regulations. Vigorous enforcement of these laws could require extensive changes to our operations, increase our compliance costs or give rise to material liabilities, which could have a material adverse effect on our business, results of operations and financial condition.

Competition

There are many companies engaged in the cannabis business who we will compete with, including larger and more established companies with substantially greater marketing, financial, human and other resources than we have. These companies include PharmaCielo, CannaVida, Empresa Colombiana de Cannabis, Kiron Life Sciences Corp., MedCan, Canopy Growth Corporation, and Clever Leaves. Although we believe we are competitively positioned to be a leader in the medicinal cannabis industry given our early entry into the market, the management team's expertise in medical product branding, marketing, quality control, and domestic market relationships, competition in the medical cannabis industry is growing quickly. As more competitors enter the market, prices may be reduced. We believe our approach in creating patient brand loyalty will allow us to effectively compete in the market but there is no assurance that will be the case, and our competitors may adopt a similar or identical approach. To date, we have obtained four licenses in Colombia that authorize us to engage in cannabis activities, and there are currently few authorized producers there. However, Colombia offers an open process to apply for licenses and there are no significant barriers to entry. As a result, our ability to generate revenues and earnings may be reduced as competition intensifies, thereby causing a material adverse effect on our business and financial condition.

Ability to Establish and Maintain Bank Accounts

Many banking institutions in countries where we or our prospective customers operate will not accept payments related to the cannabis industry, whether owing to domestic laws and regulations or pressure exerted by the United States on banks with laws subject to the laws of the United States (including, the Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act)). Failure to conduct our business through normal banking channels may impede our ability to make payments for goods and services and transact business in the ordinary course. Failure to operate in normal banking channels may also increase our cost of doing business and negatively affect our business. In the event financial service providers do not accept accounts or transactions related to the cannabis industry, it is possible that we may be required to seek alternative payment solutions. If the industry was to move towards alternative payment solutions we would have to adopt policies and protocols to manage our volatility and exchange rate risk exposures. Our inability to manage such risks may adversely affect our operations and financial performance.

Anti-money Laundering Laws and Regulations

We are subject to a variety of laws and regulations within Colombia and internationally that involve money laundering, financial recordkeeping and proceeds of crime. In the event that any of our investments, or any proceeds thereof, any dividends or distributions therefrom, or any profits or revenues accruing from such investments are found to be in violation of money laundering legislation or otherwise, such transactions may be viewed as proceeds of crime under applicable legislation. Money laundering laws could restrict or otherwise jeopardize our ability to declare or pay dividends, effect other distributions or subsequently cause the repatriation of such funds back to the United States or to any shareholders' jurisdiction of residence. Furthermore, while we have no current intention to declare or pay dividends on our Common Stock in the foreseeable future, in the event that a determination was made that the revenues from our cannabis operations could reasonably be shown to constitute proceeds of crime, we may decide or be required to suspend declaring or paying dividends without advance notice and for an indefinite period of time.

Foreign Trade Policies

Our prospective international operations are subject to inherent risks, including changes in the regulations governing the flow of cannabis products between countries, fluctuations in currency values, discriminatory fiscal policies, unexpected changes in local regulations and laws and the uncertainty of enforcement of remedies in foreign jurisdictions. In addition, foreign jurisdictions could impose tariffs, quotas, trade barriers and other similar restrictions on our international sales and subsidize competing cannabis products. All of these risks could result in increased costs or decreased revenues.

Liability, Enforcement, Complaints, etc.

Our participation in the cannabis and hemp industries may lead to litigation, formal or informal complaints, enforcement actions, and inquiries by third parties, other companies and/or various governmental authorities against us. Litigation, complaints, and enforcement actions involving us could consume considerable amounts of financial and other corporate resources, which could have an adverse effect on our future cash flows, earnings, results of operations and financial condition.

Legal Proceedings

From time to time, we may be a party to legal and regulatory proceedings, including matters involving governmental agencies, entities with whom we do business and other proceedings arising in the ordinary course of business. We will evaluate our exposure to these legal and regulatory proceedings and establish reserves for the estimated liabilities in accordance with generally accepted accounting principles. Assessing and predicting the outcome of these matters involves substantial uncertainties. Unexpected outcomes in these legal proceedings, or changes in management's evaluations or predictions and accompanying changes in established reserves, could have an adverse impact on our financial results.

Environmental Regulations

We are subject to Colombian environmental laws governing the use of natural resources, which prohibit such use that causes harm to the interests of the community or of third parties. Parties that cause environmental damage while acting under the authority of a permit are responsible for incurring the costs to rectify the damage. The imposition of environmental sanctions is in addition to civil and criminal penalties that may be imposed. Environmental damage caused while a party is acting without a license may lead to the imposition of sanctions, in addition to civil or criminal proceedings. Parties that cause environmental damage, in addition to sanctions or penalties that apply, are also required to carry out studies to assess the characteristics of the damage. Colombian environmental authorities may investigate potential claims, authorize preventative measures, or impose sanctions on parties breaching environmental law. Any such measures imposed on us could have a material adverse effect on our business.

Demand for Cannabis and Derivate Products

The global sale of cannabis and hemp products is a new industry as a result of recent legal and regulatory changes. Although we expect the demand for licensed cannabis to be in excess of the supply being produced by the licensed producers, there is a risk that such demand does not develop as anticipated. Further, there is a risk that the adoption rate by pharmacies to sell medical cannabis is lower than expected or that such adoption rate may take longer than anticipated. There is also a risk that the international export market for medicinal cannabis and extracts, such as CBD, CBG and CBC, will not materialize as projected or not be commercially viable. Should any of such events materialize, they may have a material adverse effect on our business, results of operations and financial condition.

Weather, Climate Change and Risks Inherent in an Agricultural Business

Our business involves growing cannabis, which is an agricultural product. Although our medical cannabis is intended to be grown in greenhouses, hemp used as feedstock for medicinal extracts and derivatives will be grown both outdoors and in greenhouses. Further, our prospective Colombian medicinal cannabis operations will initially focus on outdoor production. The occurrence of severe adverse weather conditions, especially droughts, hail, floods or frost, is unpredictable and may have a potentially devastating impact on agricultural production and may otherwise adversely affect the supply of cannabis and hemp. Adverse weather conditions may be exacerbated by the effects of climate change and may result in the introduction and increased frequency of pests and diseases. The effects of severe adverse weather conditions may reduce our yields or require us to increase our level of investment to maintain yields. Additionally, higher than average temperatures and rainfall can contribute to an increased presence of insects and pests, which could negatively affect cannabis crops. Future droughts could reduce the yield and quality of our cannabis production, which could materially and adversely affect our business, financial condition and results of operations.

The occurrence and effects of plant disease, insects and pests can be unpredictable and devastating to agriculture, potentially rendering all or a substantial portion of the affected harvests unsuitable for sale. Even when only a portion of the production is damaged, our results of operations could be adversely affected because all or a substantial portion of the production costs may have been incurred. Although some plant diseases are treatable, the cost of treatment can be high and such events could adversely affect our operating results and financial condition. Furthermore, if we fail to control a given plant disease and the production is threatened, we may be unable to supply our customers, which could adversely affect our business, financial condition and results of operations. There can be no assurance that natural elements will not have a material adverse effect on any such production.

Product Liability

As a manufacturer and distributor of products designed to be ingested or inhaled by humans, we face an inherent risk of exposure to product liability claims, regulatory action and litigation if our products are alleged to have caused damages, loss or injury. In addition, the sale of our products involve the risk of injury to consumers due to tampering by unauthorized third parties or product contamination. Adverse reactions resulting from human consumption of our products alone or in combination with other medications or substances could occur. We may be subject to various product liability claims, including, among others, that our products caused injury or illness, include inadequate instructions for use or include inadequate warnings concerning health risks, possible side effects or interactions with other substances. A product liability claim or regulatory action against us could result in increased costs, could adversely affect our reputation with our clients and consumers generally, and could have a material adverse effect on our results of operations and financial condition. There can be no assurances that we will be able to obtain or maintain product liability insurance on acceptable terms or with adequate coverage against potential liabilities. Such insurance is expensive and may not be available in the future on acceptable terms, or at all.

Energy Prices and Supply

We require substantial amounts of diesel and electric energy and other resources for our harvest activities and to transport cannabis and hemp. We rely upon third parties for our supply of energy resources used in our operations. The prices for and availability of energy resources may be subject to change or curtailment, respectively, due to, among other things, new laws or regulations, imposition of new taxes or tariffs, interruptions in production by suppliers, imposition of restrictions on energy supply by government, worldwide price levels and market conditions. If our energy supply is cut for an extended period of time and we are unable to find replacement sources at comparable prices, or at all, our business, financial condition and results of operations would be materially and adversely affected.

Retention and Acquisition of Skilled Personnel

We will be required to attract and retain top quality talent to compete in the marketplace. We believe our future growth and success will depend in part on our abilities to attract and retain highly skilled managerial, product development, sales and marketing, and finance personnel. There can be no assurance of success in attracting and retaining such personnel. Shortages in qualified personnel could limit our ability to be successful. At present and for the near future, we will depend upon a relatively small number of employees primarily in Colombia to develop, manufacture, market, sell and distribute our products. As the size of our business increases, we will seek to hire additional employees in other jurisdictions. Expansion of marketing and distribution of our products will require us to find, hire and retain additional capable employees who can understand, explain, market and sell our products and/or our ability to enter into satisfactory logistic arrangements to sell our products. There is intense competition for capable personnel in all of these areas and we may not be successful in attracting, training, integrating, motivating, or retaining new personnel or subcontractors for these required functions.

Emerging Market Risks

Emerging market investment generally poses a greater degree of risk than investment in more mature market economies because the economies in the developing world are more susceptible to destabilization resulting from domestic and international developments.

Colombia's legal and regulatory requirements in connection with companies conducting agricultural activities, banking system and controls as well as local business culture and practices are different from those in the United States. Our officers and directors must rely, to a great extent, on our local legal counsel and local consultants retained by us in order to keep abreast of material legal, regulatory and governmental developments as they pertain to and affect our business operations, and to assist us with our governmental relations. We must rely, to some extent, on the members of management who have previous experience working and conducting business in Colombia to enhance our understanding of and appreciation for the local business culture and practices in such countries. We also rely on the advice of local experts and professionals in connection with current and new regulations that develop in respect of banking, financing and tax matters. Any developments or changes in such legal, regulatory or governmental requirements or in local business practices are beyond our control and may adversely affect our business.

We also bear the risk that changes can occur to the Government in Colombia and a new government may void or change the laws and regulations that we are relying upon. Currently, there are no restrictions on the repatriation from Colombia of earnings to foreign entities and Colombia has never imposed such restrictions. However, there can be no assurance that restrictions on repatriation of earnings will not be imposed in the future. Exchange control regulations for Colombia require that any proceeds in foreign currency originated on exports of goods from Colombia be repatriated to Colombia. However, purchase of foreign currency is allowed through Colombian authorized financial entities for purposes of payments to foreign suppliers, repayment of foreign debt, payment of dividends to foreign stockholders and other foreign expenses.

Due to our location in Colombia, our business, financial position and results of operations may be affected by the general conditions of the Colombian economy, price instabilities, currency fluctuations, inflation, interest rates, regulatory changes, taxation changes, social instabilities, political unrest and other developments in or affecting Colombia, over which we do not have control.

Risks Related to Conducting Operations in Colombia

We recently were granted medicinal cannabis licenses in Colombia. Over the past 10 to 15 years, the Government of Colombia has made strides in improving the social, political, economic, legal and fiscal regimes. However, operations in Colombia will still be subject to risk due to the potential for social, political, economic, legal and fiscal instability. The Government of Colombia faces ongoing problems including, but not limited to, unemployment and inequitable income distribution and unstable neighboring countries. The instability in neighboring countries could result in an influx of immigrants resulting in a humanitarian crisis and/or increased illegal activities. Colombia is also home to a number of insurgency groups and large swaths of the countryside are under guerrilla influence. In addition, Colombia experiences narcotics-related violence, a prevalence of kidnapping, extortion and thefts and civil unrest in certain areas of the country. Such instability may require us to suspend operations on our properties.

Other risks exist relating to the conduct of business in Colombia. These risks include the future imposition of special taxes or similar charges, as well as foreign exchange fluctuations and currency convertibility and controls. Other risks of doing business in Colombia include our ability to enforce our contractual rights or the taking or nationalization of property without fair compensation, restrictions on the use of expatriates in our operations, renegotiation or nullification of existing concessions, licenses, permits and contracts, changes in taxation policies, or other matters.

The Government of Colombia recently reached a peace accord with the country's largest guerrilla group. The Government of Colombia also entered into and dissolved formal discussions with the country's second largest guerrilla group due to their unwillingness to cease criminal and violent crimes. There is no certainty that the agreements will be adhered to by all of the members of the guerrilla groups or that a peace agreement will be ultimately reached with the country's second largest guerrilla group. There is a risk that any peace agreement might contain new laws or change existing laws that could have a material adverse effect on us. Furthermore, the achievement of peace with the country's guerrilla groups could create additional social or political instability in the immediate aftermath, which could have a material adverse effect on our operations.

Global Economy

Financial and commodity markets in Colombia are influenced by the economic and market conditions in other countries, including other South American and emerging market countries and other global markets. Although economic conditions in these countries may differ significantly from economic conditions in Colombia, investors' reactions to developments in these other countries, such as the recent developments in the global financial markets, may substantially affect the capital flows into, and the market value of securities of issuers with operations in Colombia.

Insurance Coverage

Our production is, in general, subject to different risks and hazards, including adverse weather conditions, fires, plant diseases and pest infestations, other natural phenomena, industrial accidents, labor disputes, changes in the legal and regulatory framework applicable to us, and environmental contingencies. We will endeavor to obtain appropriate insurance covering these risks in amounts sufficient to support a downturn in the sale of our products due to these potential production risks. The cost of such insurance may be high and we may not be able to obtain sufficient amount of insurance to cover these risks.

Operations in Spanish

As a result of our conducting most of our operations in Colombia, our regulatory licenses and books and records, including key documents such as material contracts and financial documentation, are principally negotiated and entered into in the Spanish language and English translations may not exist or be readily available.

General Business Risks

Inability to Manage Growth

We may not be able to effectively manage our growth. Our strategy envisions growing our business. We plan to expand our production and manufacturing capability and create a distribution network on a global basis. Any growth in or expansion of our business is likely to continue to place a strain on our management and administrative resources, infrastructure and systems. As with other growing businesses, we expect that we will need to further refine and expand our business development capabilities, our systems and processes and our access to financing sources. We also will need to hire, train, supervise and manage new employees. These processes are time consuming and expensive, will increase management responsibilities and will divert management attention. We cannot assure you that we will be able to:

- expand our systems effectively or efficiently or in a timely manner;
- create a distribution network
- allocate our human resources optimally;
- meet our capital needs;
- identify and hire qualified employees or retain valued employees; or
- obtain and maintain necessary licenses in relevant jurisdictions

Our inability or failure to manage our growth and expansion effectively could harm our business and materially and adversely affect our operating results and financial condition.

Speculative Forecasts

Any forecasts we provide will be highly speculative in nature and we cannot predict results in a development stage company with a high degree of accuracy. Any financial projections, especially those based on ventures with minimal operating history, are inherently subject to a high degree of uncertainty, and their ultimate achievement depends on the timing and occurrence of a complex series of future events, both internal and external to the enterprise. There can be no assurance that potential revenues or expenses we project will be accurate.

Limited Management Team

Our limited senior management team size may hamper our ability to effectively manage a publicly traded company while operating our business. Our management team has experience in the management of publicly traded companies and complying with federal securities laws, including compliance with recently adopted disclosure requirements on a timely basis. They realize it will take significant resources to meet these requirements while simultaneously working on cultivating, developing and distributing our products. Our management will be required to design and implement appropriate programs and policies in responding to increased legal, regulatory compliance and reporting requirements, and any failure to do so could lead to the imposition of fines and penalties and harm our business.

Risks Related to our Common Stock

Limited Trading

Although prices for shares of our Common Stock are quoted on the OTC Markets, there is little current trading and no assurance can be given that an active public trading market will develop or, if developed, that it will be sustained. The OTC Markets is generally regarded as a less efficient and less prestigious trading market than other national markets. There is no assurance if or when our Common Stock will be quoted on another more prestigious exchange or market. The market price of our Common Stock is likely to be highly volatile because for some time there will likely be a thin trading market for the stock, which causes trades of small blocks of stock to have a significant impact on the stock price.

Penny Stock Risk

Because our common stock is a “penny stock,” trading therein will be subject to regulatory restrictions. Our common stock is currently, and in the near future will likely continue to be, considered a “penny stock.” The SEC has adopted rules that regulate broker-dealer practices in connection with transactions in penny stocks. Penny stocks generally are equity securities with a price of less than \$5.00 (other than securities registered on certain national securities exchanges or quoted on the NASDAQ system, provided that current price and volume information with respect to transactions in such securities is provided by the exchange or system). The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from those rules, to deliver a standardized risk disclosure document prepared by the SEC, which specifies information about penny stocks and the nature and significance of risks of the penny stock market. The broker-dealer also must provide the customer with bid and offer quotations for the penny stock, the compensation of the broker-dealer and any salesperson in the transaction, and monthly account statements indicating the market value of each penny stock held in the customer’s account. In addition, the penny stock rules require that, prior to a transaction in a penny stock not otherwise exempt from those rules, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser’s written agreement to the transaction. These disclosure and other requirements may adversely affect the trading activity in the secondary market for our common stock.

No Dividend Payments

We have not paid dividends in the past and we do not expect to pay dividends for the foreseeable future, and any return on investment may be limited to potential future appreciation on the value of our Common Stock. Our payment of any future dividends will be at the discretion of our board of directors after taking into account various factors, including without limitation, our financial condition, operating results, cash needs, growth plans and the terms of any credit agreements that we may be a party to at the time. To the extent we do not pay dividends, our stock may be less valuable because a return on investment will only occur if and to the extent the stock price appreciates, which may never occur. In addition, shareholders must generally rely on sales of the shares they own after price appreciation as the only way to realize their investment, and if the price of our Common Stock does not appreciate, then there will be no return on investment.

Control of Common Stock will Influence Decision Making

Our officers, directors and principal stockholders are able to exert significant influence over us and may make decisions that are not in the best interests of all stockholders. Our officers, directors and principal stockholders (greater than 5% stockholders) collectively own approximately 50.1% of our fully-diluted Common Stock. As a result of such ownership, these stockholders are able to affect the outcome of, or exert significant influence over, all matters requiring stockholder approval, including the election and removal of directors and any change in control. In particular, this concentration of ownership of our Common Stock could have the effect of delaying or preventing a change of control of our company or otherwise discouraging or preventing a potential acquirer from attempting to obtain control of our company. This, in turn, could have a negative effect on the market price of our Common Stock. It could also prevent our stockholders from realizing a premium over the market prices for their shares of our Common Stock.

We are an Emerging Growth Company Within the Meaning of the Securities Act.

We are an “emerging growth company” within the meaning of the Securities Act, as modified by the JOBS Act, and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. As a result, our stockholders may not have access to certain information they may deem important. We could be an emerging growth company for up to five years, although circumstances could cause us to lose that status earlier, including if the market value of our common stock held by non-affiliates exceeds \$700 million as of the end of any second quarter of a fiscal year, in which case we would no longer be an emerging growth company as of the end of such fiscal year. We cannot predict whether investors will find our securities less attractive because we will rely on these exemptions. If some investors find our securities less attractive as a result of our reliance on these exemptions, the trading prices of our securities may be lower than they otherwise would be, there may be a less active trading market for our securities and the trading prices of our securities may be more volatile.

Further, Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such election to opt out is irrevocable. We have elected not to opt out of such extended transition period which means that when a standard is issued or revised and it has different application dates for public or private companies, we, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of our financial statements with another public company which is neither an emerging growth company nor an emerging growth company which has opted out of using the extended transition period difficult or impossible because of the potential differences in accountant standards used.

Antitakeover protections

Anti-takeover provisions may limit the ability of another party to acquire us, which could cause our stock price to decline. Our articles of incorporation, as amended, bylaws and Nevada law contain provisions that could discourage, delay or prevent a third party from acquiring us, even if doing so may be beneficial to our stockholders. In addition, these provisions could limit the price investors would be willing to pay in the future for shares of our common stock.

Increased Compliance Costs

The requirements of being a public company, including compliance with the reporting requirements of the Securities Exchange Act of 1934, as amended, and the requirements of the Sarbanes-Oxley Act of 2002, may strain our resources, increase our costs and distract management, and we may be unable to comply with these requirements in a timely or cost-effective manner. As a public company, we need to comply with laws, regulations and requirements, certain corporate governance provisions of the Sarbanes-Oxley Act of 2002, related regulations of the SEC, and requirements of the principal trading market upon which our common stock may trade, with which we are not required to comply as a private company. As a result, the combined business will incur significant legal, accounting and other expenses that a private company would not incur. Complying with these statutes, regulations and requirements will occupy a significant amount of the time of our board of directors and management, will require us to have additional finance and accounting staff, may make it more difficult to attract and retain qualified officers and members of our board of directors, particularly to serve on the audit committee, and may make some activities more difficult, time consuming and costly. We will need to:

- institute a more comprehensive compliance function;
- establish new internal policies, such as those relating to disclosure controls and procedures and insider trading;
- design, establish, evaluate and maintain a system of internal control over financial reporting in compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the related rules and regulations of the SEC and the Public Company Accounting Oversight Board;
- prepare and distribute periodic reports in compliance with its obligations under the federal securities laws including the Securities Exchange Act of 1934, as amended, or Exchange Act;
- involve and retain to a greater degree outside counsel and accountants in the above activities; and
- establish an investor relations function.

If we are unable to accomplish these objectives in a timely and effective fashion for our business, our ability to comply with financial reporting requirements and other rules that apply to reporting companies could be impaired. If our finance and accounting personnel insufficiently support our business in fulfilling these public-company compliance obligations, or if we are unable to hire adequate finance and accounting personnel, we could face significant legal liability, which could have a material adverse effect on our financial condition and results of operations. Furthermore, if we identify any issues in complying with those requirements (for example, if our company or the independent registered public accountants identified a material weakness or significant deficiency in our company's internal control over financial reporting), we could incur additional costs rectifying those issues, and the existence of those issues could adversely affect, our reputation or investor perceptions of our company.

**SECURITY OWNERSHIP OF
CERTAIN BENEFICIAL OWNERS AND MANAGEMENT**

The following table sets forth certain information regarding our common stock beneficially owned on February 21, 2019, prior to giving effect to the Closing, for (i) each stockholder known to be the beneficial owner of more than 5% of our outstanding common stock, (ii) each of our executive officers and directors, and (iii) all executive officers and directors as a group. In general, a person is deemed to be a “beneficial owner” of a security if that person has or shares the power to vote or direct the voting of such security, or the power to dispose or to direct the disposition of such security. A person is also deemed to be a beneficial owner of any securities of which the person has the right to acquire beneficial ownership within 60 days, through the exercise of a warrant or stock option, conversion of a convertible security or otherwise. At February 21, 2019, immediately prior the Closing, 1,322,500 shares of our common stock were outstanding. Unless otherwise noted below the address of each person identified is 3471 West Oquendo Road, Suite 301, Las Vegas, NV 89118.

<u>Name and Address</u>	<u>Amount and Nature of Beneficial Ownership</u>	<u>Percentage of Class</u>
<u>Directors and Executive Officers</u>		
Craig Ellins (1) 2626 South Rainbow Blvd, Suite 102 Las Vegas, NV 89146	875,000	66.2%
All Directors and Executive Officers as a Group (1 individual)	875,000	66.2%
<u>5% Stockholders</u>		
OWP Ventures, Inc. (1) c/o Craig Ellins, President 2626 South Rainbow Blvd, Suite 102 Las Vegas, NV 89146	875,000	66.2%
Lei Wang 819 Cowan Road, Suite E Burlington, CA 94010	125,000	9.5%

(1) These shares were held of record by OWP Ventures and were cancelled in the Merger. Craig Ellins had voting and investment control over these securities prior their cancellation.

The following table sets forth certain information regarding our common stock beneficially owned on April 25, 2019, immediately following the Merger, for (i) each stockholder known to be the beneficial owner of more than 5% of our outstanding common stock, (ii) each executive officer and director, and (iii) all executive officers and directors as a group. In general, a person is deemed to be a “beneficial owner” of a security if that person has or shares the power to vote or direct the voting of such security, or the power to dispose or to direct the disposition of such security. A person is also deemed to be a beneficial owner of any securities of which the person has the right to acquire beneficial ownership within 60 days, through the exercise of a warrant or stock option, conversion of a convertible security or otherwise. The table assumes a total of 39,922,899 shares of our common stock outstanding as of April 25, 2019. Unless otherwise noted below the address of each person identified is Unless otherwise noted below the address of each person identified is 3471 West Oquendo Road, Suite 301, Las Vegas, NV 89118.

Name and Address	Amount and Nature of Beneficial Ownership	Percentage of Class
<u>Directors and Executive Officers</u>		
Craig Ellins	3,345,000	8.4%
Brian Moore	2,500,000	6.3%
Dr. Kenneth Perego ⁽¹⁾	7,000,000	17.6%
Bruce Raben ⁽²⁾	145,832	*
All Directors and Executive Officers as a Group (4 individuals)	12,990,832	32.6%
<u>5% Stockholders</u>		
Solid Bridge Investments, Inc. ⁽³⁾	7,000,000	17.6%

* Less than one percent.

(1) Consists of shares held by CB Medical, LLC of which Dr. Perego is the controlling member.

(2) Includes 20,832 shares of common stock that may be acquired under an option to purchase 125,000 shares of common stock at an exercise price of \$0.50 per share that vests in 12 monthly installments beginning March 8, 2019.

(3) The principals of Solid Bridge Investments, Inc. are Carlos Andres de Fex Gomez and Gloria Veronica Serna Diez, who founded OWP Colombia and were its principal shareholders prior to the sale of OWP Colombia to OWP Ventures.

DIRECTORS AND EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS

At the Closing, Craig Ellins, 68, retained his positions as President, Chief Financial Officer, Secretary and Director and we appointed the following persons as our executive officers and directors. All directors serve until the next annual meeting of stockholders or until their successors are elected and qualified. Officers are appointed by the board of directors and their terms of office are, except to the extent governed by an employment contract, at the discretion of the board of directors.

<u>Name</u>	<u>Age</u>	<u>Position</u>
Bruce Raben	65	Director
Dr. Kenneth Perego	49	Director
Brian Moore	31	Chief Operating Officer and Secretary

Craig Ellins has spent over 30 years developing start-ups in various industries, most recently focusing on the marijuana industry, including indoor growing technology. Mr. Ellins has served as the Chief Executive Officer and President, of OWP Ventures since its inception in March 2018 and as our President, Chief Executive Officer, Chief Financial Officer and director since November 30, 2018. From March 13, 2014 until April 29, 2016, Mr. Ellins served as the Chief Executive Officer of GB Sciences, Inc., a cannabis company focused on standardized cultivation and production methods as well as biopharmaceutical research and development, and from April 29, 2016 until May 8, 2017, he served as the Chief Innovation Officer of GB Sciences, Inc. He also served as the Chairman of the Board of GB Sciences from March 13, 2014, until May 8, 2017. From 2013 to 2014, Mr. Ellins served as the Chairman and Chief Executive Officer of Cognitiv, Inc., which engages in the creation, development, and maintenance of Websites and mobile applications. From 2009 to 2013, Mr. Ellins served as Chief Executive Officer and Chairman of Phototron Holdings, Inc., now known as GrowLife, Inc. GrowLife, Inc. manufactures and supplies branded equipment and expendables for urban gardening in the United States. We believe that Mr. Ellins' cannabis industry and public company experience qualify him to serve as our director.

Bruce Raben was a director of OWP Ventures prior to the Merger and was appointed to our Board of Directors pursuant to the Merger Agreement. Mr. Raben is an investment banker with Hudson Capital Advisors BD, LLC, a registered broker dealer, and has been its Managing Member since it was founded by him in 2004. Mr. Raben also serves on the board of directors of Digipath, Inc., a cannabis testing laboratory. Mr. Raben has been an investment banker, merchant banker and private investor for over 30 years. Starting in 1979 at Drexel Burnham Lambert, he worked on many leveraged buyouts and recapitalizations including Mattel Toys, SFN Co.'s, Magma Copper, Warnaco, Mellon Bank and John Fairfax. Mr. Raben then went on to co-found the Corporate Finance Department at Jeffries & Co. in 1990. Mr. Raben opened a west coast office for CIBC's high yield finance and merchant banking activities in 1996. Mr. Raben received his A.B. from Vassar College in 1975 and his MBA from Colombia University in 1979. We believe that Mr. Raben's investment banking and financial experience qualify him to serve as our director.

Dr. Kenneth Perego, II, was a director of OWP Ventures prior to the Merger and was appointed to our Board of Directors pursuant to the Merger Agreement. Since 2001, he has been a practicing urologic surgeon with an emphasis in urologic oncology and reconstructive urology, with Alexandria Urology Associates, LLP, of which he is a Partner. He has a strong clinical background in research and is focused on new drug discovery. Dr. Perego is also the manager and principal member of CB Medical, LLC, which he founded in 2017 to pursue investment opportunities in cannabis businesses in Colombia as well as the United States. We believe that Dr. Perego's medical experience qualifies him to serve as our director.

Brian Moore was employed by OWP Ventures prior to the Merger and was appointed as our Chief Operating Officer and Secretary pursuant to the Merger Agreement. From 2016 until he joined the Company in March 2018, Mr. Moore worked in corporate development at GB Sciences, and from 2013 until 2015 he was a Project Engineer for Austin General Contracting, Inc.

Executive compensation

The following table shows the compensation paid by us (including OWP Ventures and OWP Colombia prior to the Merger) to our Chief Executive Officer during the fiscal year ended December 31, 2018. No compensation was paid to these officers in the prior fiscal year.

Summary Compensation Table

Name and Principal Position	Year	Salary (\$)	All Other Compensation (\$)	Total (\$)
Craig Ellins CEO, President & Chairman	2018	\$ 24,000	\$ -0-	\$ 24,000

Employment Contracts

We are not a party to an employment agreement with any of our executive officers.

Option Grants

Neither our company nor any of our subsidiaries granted options to executive officers during the fiscal year ended December 31, 2018.

Aggregated Option Exercises in Last Fiscal Year and Fiscal Year-End Option Values

Neither our company nor any of our subsidiaries had options outstanding as of December 31, 2018.

Director Compensation

We did not compensate our non-employee directors for services during our fiscal year ended December 31, 2018.

We are party to a Consulting Agreement with Bruce Raben dated February 8, 2019 under which Mr. Raben was issued an option to purchase 125,000 shares of common stock of OWP Ventures prior to the Merger and is paid a monthly fee of \$5,000. The Consulting Agreement is for an initial one-year term, continuing thereafter until terminated by either party.

Director Independence

Our board of directors currently consists of Craig Ellins, our President and Chief Executive Officer, Dr. Kenneth Perego, II, and Bruce Raben. As an executive officer, Mr. Ellins does not qualify as "independent" under standards of independence set forth by national securities exchanges. Our Board of Directors has determined that Dr. Kenneth Perego, II and Mr. Raben are "independent" in accordance with the NASDAQ Global Market's requirements. As our common stock is currently quoted on the OTC Bulletin Board, we are not currently subject to corporate governance standards of listed companies.

Indemnification of Directors and Executive Officers and Limitation of Liability

We are a Nevada corporation. The Nevada Revised Statutes and certain provisions of our articles of incorporation, as amended, and bylaws under certain circumstances provide for indemnification of our officers, directors and controlling persons against liabilities which they may incur in such capacities. A summary of the circumstances in which such indemnification is provided for is contained herein, but this description is qualified in its entirety by reference to our bylaws and to the statutory provisions.

In general, any officer, director, employee or agent may be indemnified against expenses, fines, settlements or judgments arising in connection with a legal proceeding to which such person is a party, if that person is not liable due to conduct that constituted a breach of his or her fiduciary duties and such breach involved intentional misconduct, fraud or a knowing violation of law, and that person's actions were in good faith, were believed to be in our best interest, and were not unlawful. Indemnification may not be made for any claim as to which the person seeking indemnity has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable to our company unless the court in which the action or suit was brought or another court of competent jurisdiction determines that in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court deems proper. Unless such person is successful upon the merits in such an action, indemnification may be awarded only after a determination by independent decision of our board of directors, by legal counsel, or by a vote of our stockholders, that the applicable standard of conduct was met by the person to be indemnified. Under our articles of incorporation, as amended, and bylaws, we will advance expenses incurred by officers, directors, employees or agents who are parties to or are threatened to made parties to any threatened, pending or completed action by reason of the fact that such person was serving in such capacity, prior to the disposition of such action and promptly following request therefor, upon receipt of an undertaking by or on behalf of such person to repay such advances if it should be determined ultimately that such person is not entitled to indemnification.

The circumstances under which indemnification is granted in connection with an action brought on our behalf is generally the same as those set forth above; however, with respect to such actions, indemnification is granted only with respect to expenses actually incurred in connection with the defense or settlement of the action. Indemnification may also be granted pursuant to the terms of agreements which may be entered in the future or pursuant to a vote of stockholders or directors. The Nevada Revised Statutes also grant us the power to purchase and maintain insurance which protects our officers and directors against any liabilities incurred in connection with their service in such a position, and we have obtained such a policy.

A stockholder's investment may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers as required by these indemnification provisions. At present, there is no pending litigation or proceeding involving any of our directors, officers or employees regarding which indemnification by us is sought, nor are we aware of any threatened litigation that may result in claims for indemnification.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that, in the opinion of the SEC, this indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Certain Relationships and Related Party Transactions

Other than the transactions described below, there has not been, nor is there currently proposed, any transaction or series of similar transactions to which we were or will be a party:

- in which the amount involved exceeds the lesser of \$120,000 or one percent of the average of our total assets at year-end for the last two completed fiscal years; *and*
- in which any director, executive officer, stockholders who beneficially owns more than 5% of our common stock or any member of their immediate family had or will have a direct or indirect material interest.

Advances by Craig Ellins

During the year ended December 31, 2018, Craig Ellins advanced an aggregate of \$207,000 to OWP Ventures. These advances are evidenced by promissory notes payable on demand that bear interest at the rate of 6% per annum.

During the year ended December 31, 2018, Mr. Ellins advanced OWP Ventures an additional \$307,141. The additional advances bear interest at the rate of 6% per annum and are evidenced by an amended and restated promissory note which matures on the earlier to occur of February 13, 2022 and the date that we have raised an aggregate of \$5,000,000 in financing in one or a series of transactions following the date of the amended and restated note.

Transfer Agent and Registrar

The transfer agent and registrar for our Common Stock is vStock Transfer, LLC. Its mailing address is 18 Lafayette Place, Woodmere, NY 11598, its telephone number is (212) 828-8436, and its facsimile number is (646) 536-3179.

Market Prices

Our Common Stock is currently quoted on the OTC Markets under the trading symbol "OWPC." Prior to February 7, 2019, the symbol for our Common Stock was "PNTT." As of April 25, 2019, the closing price of our Common Stock on the OTC Markets was \$3.55.

The following table sets forth, for the fiscal quarters indicated, the high and low bid information for our common stock, as reported on the OTC Markets, and have not been adjusted for the one-for-four reverse stock split of our common stock effected on January 10, 2019. The following quotations reflect inter-dealer prices, without retail mark-up, mark-down or commission and may not represent actual transactions.

	<u>High</u>	<u>Low</u>
Fiscal Year Ended December 31, 2018		
First Quarter	\$ 0.08	\$ 0.08
Second Quarter	\$ 0.08	\$ 0.08
Third Quarter	\$ 0.08	\$ 0.08
Fourth Quarter	\$ 4.04	\$ 0.08
Fiscal Year Ended December 31, 2017		
First Quarter	\$ 0.08	\$ 0.08
Second Quarter	\$ 0.08	\$ 0.08
Third Quarter	\$ 0.08	\$ 0.08
Fourth Quarter	\$ 0.08	\$ 0.08

Holders

As of April 25, 2019, there were approximately 87 registered holders of record of our common stock.

Dividends

We do not anticipate paying dividends in the foreseeable future and currently intend to retain any future earnings to support the development and expansion of our business. The declaration and payment of dividends is subject to the discretion of our board of directors and to certain limitations imposed under Nevada statutes. The timing, amount and form of dividends, if any, will depend upon, among other things, our results of operation, financial condition, cash requirements, and other factors deemed relevant by our board of directors.

Description of Our Securities

As of April 25, 2019, our authorized capital stock consisted of:

- 75,000,000 shares of common stock, par value \$0.001 per share; and

As of April 25, 2019, there were outstanding:

- 39,922,899 shares of Common Stock held by approximately 87 stockholders of record.

Common Stock

Dividend Rights

Subject to preferences that may apply to shares of preferred stock outstanding at the time, the holders of outstanding shares of our common stock are entitled to receive dividends out of funds legally available at the times and in the amounts that our board of directors may determine.

Voting Rights

Each holder of our common stock is entitled to one vote for each share of our common stock held on all matters submitted to a vote of stockholders. Cumulative voting for the election of directors is not provided for in our articles of incorporation, as amended, which means that the holders of a majority of the voting shares voted can elect all of the directors then standing for election.

No Preemptive or Similar Rights

Holders of our common stock do not have preemptive rights, and our common stock is not convertible or redeemable.

Right to Receive Liquidation Distributions

Upon our dissolution, liquidation or winding-up, the assets legally available for distribution to our stockholders are distributable ratably among the holders of our common stock, subject to the preferential rights and payment of liquidation preferences, if any, on any outstanding shares of preferred stock.

Preferred Stock

None.

Anti-takeover Provisions

Certain provisions of our articles of incorporation, as amended, and Nevada law may have the effect of delaying, deferring or discouraging another person from acquiring control of our company.

Nevada Law

In addition, Nevada has enacted the following legislation that may deter or frustrate takeovers of Nevada corporations:

Authorized but Unissued Stock – The authorized but unissued shares of our common stock are available for future issuance without stockholder approval. These additional shares may be used for a variety of corporate purposes, including future public offerings to raise additional capital, corporate acquisitions and employee benefit plans. The existence of authorized but unissued shares of common stock may enable our board of directors to issue shares of stock to persons friendly to existing management.

Evaluation of Acquisition Proposals – The Nevada Revised Statutes expressly permit our board of directors, when evaluating any proposed tender or exchange offer, any merger, consolidation or sale of substantially all of our assets, or any similar extraordinary transaction, to consider all relevant factors including, without limitation, the social, legal, and economic effects on our employees, customers, suppliers, and other relevant interest holders, and on the communities and geographical areas in which they operate. Our board of directors may also consider the amount of consideration being offered in relation to the then current market price of our outstanding shares of capital stock and our then current value in a freely negotiated transaction.

Control Share Acquisitions – Nevada has adopted a control share acquisitions statute designed to afford stockholders of public corporations in Nevada protection against acquisitions in which a person, entity or group seeks to gain voting control. With enumerated exceptions, the statute provides that shares acquired within certain specific ranges will not possess voting rights in the election of directors unless the voting rights are approved by a majority vote of the public corporation's disinterested stockholders. Disinterested shares are shares other than those owned by the acquiring person or by a member of a group with respect to a control share acquisition, or by any officer of the corporation or any employee of the corporation who is also a director. The specific acquisition ranges that trigger the statute are: acquisitions of shares possessing one-fifth or more but less than one-third of all voting power; acquisitions of shares possessing one-third or more but less than a majority of all voting power; or acquisitions of shares possessing a majority or more of all voting power. Under certain circumstances, the statute permits the acquiring person to call a special stockholders' meeting for the purpose of considering the grant of voting rights to the holder of the control shares. The statute also enables a corporation to provide for the redemption of control shares with no voting rights under certain circumstances.

Recent Sales of Unregistered Securities

On February 21, 2019, we issued 39,475,398 shares of our Common Stock to the shareholders of OWP Ventures, Inc., as consideration for the Merger in a private transaction exempt from registration under Section 4(2) of the Securities Act, and Regulation D promulgated thereunder.

Principal Accountant Fees and Services

(a) On February 20, 2019, we dismissed WWC, P.C. (“WWC”) as our independent registered public accounting firm. The decision was approved by our board of directors.

The reports of WWC regarding the Company’s consolidated financial statements for each of the two most recent fiscal years of the Company did not contain an adverse opinion or disclaimer of opinion and were not qualified or modified as to uncertainty, audit scope, or accounting principles, except that such reports contained an explanatory paragraph with respect to uncertainty as to the Company’s ability to continue as a going concern.

During the two most recent fiscal years of the Company and through February 20, 2019, there were (i) no disagreements between the Company and WWC on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of WWC, would have caused WWC to make reference thereto in their reports on the Company’s consolidated financial statements for such years, and (ii) no “reportable events” as that term is defined in Item 304(a)(1)(v) of Regulation S-K.

The Company provided WWC with a copy of the disclosure in the preceding two paragraphs and requested in writing that it furnish the Company with a letter addressed to the Securities and Exchange Commission stating whether or not it agrees with such disclosures. WWC provided a letter, dated February 22, 2019, stating its agreement with such statements as related to WWC.

(b) On February 21, 2019, we engaged M&K CPAS, PLLC. (“M&K”) as our new independent registered public accounting firm. We engaged M&K to audit our financial statements for the year ended December 31, 2018. The appointment of M&K was approved by our board of directors.

Except as set forth below, during the Company’s two most recent fiscal years ended December 31, 2018 and 2017 and the subsequent interim period through February 21, 2019, neither the Company nor anyone acting on its behalf consulted with M&K regarding: (i) the application of accounting principles to a specified transaction, either completed or proposed; (ii) the type of audit opinion that might be rendered on the Company’s financial statements by M&K, nor did M&K provide written or oral advice to the Company that M&K concluded was an important factor considered by the Company in reaching a decision as to any accounting, auditing or financial reporting issues; or (iii) any other matter that was the subject of a “disagreement” or “reportable event” (as such terms are described in Items 304(a)(1)(iv) and (v) of Regulation S-K).

M&K audited the financial statements of One World Pharma S.A.S. for the fiscal year ended December 31, 2017, and reviewed the unaudited condensed and consolidated financial statements of OWP Ventures, Inc. and One World Pharma S.A.S. for the year ended December 31, 2018, which financial statements have been filed as exhibits to this Current Report. M&K billed aggregate fees of approximately \$10,500 to OWP Ventures, Inc. for these services.

Item 9.01 Financial Statements and Exhibits.

- (a) Financial statements of business acquired.

The audited the financial statements of One World Pharma S.A.S. for the year ended December 31, 2017 are incorporated herein by reference to Exhibit 99.1 to this Current Report.

The consolidated financial statements of OWP Ventures, Inc., One World Pharma, Inc. and One World Pharma S.A.S. for the year ended December 31, 2018 are incorporated herein by reference to Exhibit 99.2 to this Current Report.

- (b) Pro forma financial information.

The unaudited pro forma consolidated financial information of the Company, OWP Ventures, Inc. and One World Pharma S.A.S. as of December 31, 2018, are incorporated herein by reference to Exhibit 99.3 to this Current Report.

- (c) Shell company transactions.

Reference is made to the disclosure set forth under Item 9.01(a) and 9.01(b) of this Current Report on Form 8-K, which disclosure is incorporated herein by reference.

- (d) Exhibits.

See attached Exhibit Index.

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.

June 13, 2019

One World Pharma, Inc.

By: /s/ Craig Ellins
Craig Ellins
Chief Executive Officer

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
2.1	<u>Agreement and Plan of Merger dated February 21, 2019, among the Registrant, OWP Merger Subsidiary Inc. and OWP Ventures, Inc. (incorporated by reference to Exhibit 2.1 of the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 25, 2019).</u>
3.1	<u>Articles of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 of the Registrant's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on November 24, 2014).</u>
3.2	<u>Certificate of Amendment to Articles of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on January 8, 2019).</u>
3.3	<u>Bylaws of the Registrant (incorporated by reference to Exhibit 3.2 of the Registrant's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on November 24, 2014).</u>
10.1	<u>Convertible Note in the Principal Amount of \$300,000 issued by OWP Ventures, Inc. to CSW Investors, LP. (incorporated by reference to Exhibit 10.1 of the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 25, 2019).</u>
10.2	<u>Consulting Agreement between OWP Ventures, Inc. and Bruce Raben dated February 8, 2019. (incorporated by reference to Exhibit 10.2 of the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 25, 2019).</u>
10.3	<u>Commercial Lease dated December 2, 2018, between Larry R. Hauptert dba Rexco and One World Pharma S.A.S. (incorporated by reference to Exhibit 10.3 of the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 25, 2019).</u>
10.4	<u>Commercial Lease dated October 16, 2018, between Ripper Series, LLC and OWP Ventures, Inc. (incorporated by reference to Exhibit 10.4 of the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 25, 2019).</u>
10.5	<u>Form of Demand Promissory Note issued by OWP Ventures, Inc. to Craig Ellins (incorporated by reference to Exhibit 10.5 of the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 25, 2019).</u>
10.6	<u>Amended and Restated Promissory Note in the principal amount of \$307,141, dated February 13, 2019, issued by OWP Ventures, Inc. to Craig Ellins. (incorporated by reference to Exhibit 10.6 of the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 25, 2019).</u>
10.7	<u>Service Agreement dated February 19, 2019, between One World Pharma, Inc. and Integrity Media (incorporated by reference to Exhibit 10.7 of the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 25, 2019).</u>
10.8	<u>Convertible Promissory Note Purchase Agreement between OWP Ventures, Inc. and The Sanguine Group, LLC (incorporated by reference to Exhibit 10.8 of the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 25, 2019).</u>
10.9	<u>Convertible Promissory Note between OWP Ventures, Inc. and The Sanguine Group, LLC (incorporated by reference to Exhibit 10.9 of the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 25, 2019).</u>
10.10**	<u>Purchase Agreement, dated as of May 18, 2019, between One World Pharma S.A.S. and Pharma Indigena Misak Manasr S.A.S.</u>
10.11**	<u>Purchase Agreement, dated as of June 4, 2019, between One World Pharma S.A.S. and Wala Popayan</u>
16.1	<u>Letter on Change in Certifying Accountant dated February 22, 2019 (incorporated by reference to Exhibit 2.1 of the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 25, 2019).</u>
21.1	<u>Subsidiaries of the Registrant (incorporated by reference to Exhibit 21.1 of the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 25, 2019).</u>
99.1	<u>Audited financial statements of One World Pharma S.A.S. for the year ended December 31, 2017 (incorporated by reference to Exhibit 99.1 of the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 25, 2019).</u>
99.2**	<u>Audited consolidated financial statements of OWP Ventures, Inc., One World Pharma, Inc. and One World Pharma S.A.S for the year ended December 31, 2018.</u>
99.3**	<u>Unaudited pro forma combined financial information of the Company, OWP Ventures, Inc. and One World Pharma S.A.S. as of December 31, 2018.</u>

** Filed herewith.

CONTRATO DE COMPRAVENTA	PURCHASE AGREEMENT
<p>El presente contrato de compraventa (el “<u>Contrato</u>”) se celebra el 18 de mayo de 2019, entre ONE WORLD PHARMA S.A.S. (el “<u>Comprador</u>”) sociedad comercial, identificada con NIT 901.098.493-7, representada en este acto por JUAN FERNANDO RIBERO TRUJILLO, mayor de edad, identificado como aparece al pie de su firma, actuando en su calidad de Presidente, y PHARMA INDIGENA MISAK MANASR S.A.S. (el “<u>Vendedor</u>”), sociedad comercial identificada con NIT 901.261.839-1, representada en este acto por JORGE EDGAR YALANDA TOMBE mayor de edad, identificado como aparece al pie de su firma, actuando en su calidad de representante legal (el Vendedor conjuntamente con el Comprador, las “<u>Partes</u>”) han decidido celebrar el presente Contrato de compraventa previas las siguientes:</p>	<p>This agreement (“<u>Agreement</u>”) is entered into as of May 18, 2019, by and between ONE WORLD PHARMA S.A.S. (“<u>Buyer</u>”), a company incorporated under the laws of Colombia, with tax identification number 901.098.493-7, represented in this agreement by JUAN FERNANDO RIBERO TRUJILLO, of legal age, identified as it appears below its signature, who acts in his capacity as President and PHARMA INDIGENA MISAK MANASR S.A.S., company incorporated under the laws of Colombia, with tax identification number 901.261.839-1, represented in this document by JORGE EDGAR YALANDA TOMBE of legal age, identified as it appears below its signature, who acts in his capacity of legal representative (the “<u>Seller</u>” and jointly with the Buyer, the “<u>Parties</u>”) have decided to enter into this trading Agreement previous the following</p>
<p style="text-align: center;">CONSIDERACIONES:</p>	<p style="text-align: center;">CONSIDERATIONS</p>
<p>A. Que el presente Contrato se desarrolla dentro del marco conceptual y la normatividad contemplada en la ley 1787 de 2016 (“<u>Ley 1787</u>”), el decreto 613 de 2017 del Ministerio de Justicia y el Ministerio de Salud y Protección Social (“<u>Decreto 613</u>”) y la resolución 579 del 8 de agosto de 2017 del Ministerio de Justicia (“<u>Resolución 579</u>”), sobre la protección a los pequeños y medianos cultivadores, productores y comercializadores nacionales de cannabis medicinal, especialmente a las comunidades campesinas, y los pueblos y comunidades indígenas.</p> <p>B. Que mediante la Resolución 1087 del 26 de diciembre de 2017, el Ministerio de Justicia y del Derecho le otorgó licencia de uso de semillas para siembra al Comprador.</p> <p>C. Que mediante la Resolución 1088 del 26 de diciembre de 2017, el Ministerio de Justicia y del Derecho le otorgó licencia para el cultivo de plantas de cannabis no psicoactivo al Comprador.</p>	<p>A. This Agreement is performed under the regulatory framework and the rules of law 1787 of 2016 (“<u>Law 1787</u>”), decree 613 of 2017 of the Ministry of Justice and the Ministry of Health (“<u>Decree 613</u>”) and resolution 579 from August 8, 2017 from the Ministry of Justice and law (“<u>Resolution 579</u>”), in order to protect the small and medium national farmers, producers and sellers medicinal cannabis, especially the farmers and the indigenous communities.</p> <p>B. By means of resolution 1087 from December 26, 2017, the Ministry of Justice issued the use of seeds for sowing license in favor of the Buyer.</p> <p>C. By means of resolution 1088 from December 26, 2017, the Ministry of Justice issued the cultivation and grow of non-psychoactive license in favor of the Buyer.</p>

<p>D. Que el Vendedor está conformado por Indígenas del pueblo Misak, por tanto son vinculantes los derechos de los Pueblos Indígenas enmarcados en la constitución política de 1991 y la declaración Universal de los Pueblos indígenas de la ONU</p> <p>En consideración a las promesas y compromisos mutuos contemplados en el presente Contrato, las partes acuerdan las siguientes</p> <p style="text-align: center;">CLÁUSULAS</p> <p>PRIMERA. DEFINICIONES. Para todos los efectos del presente Contrato, el Comprador y el Vendedor adoptan las definiciones contenidas en el Capítulo 1, artículo 2.8.11.1.3. del Decreto 613. Cualquier término en mayúscula en el Contrato tendrá el significado descrito en el Decreto 613.</p> <p>SEGUNDA. OBJETO DEL CONTRATO. El objeto del presente Contrato es la compra y venta de flor seca de cannabis no psicoactivo para uso médico científicos, semillas y grano (los “<u>Productos</u>”) a cambio del precio pactado en la cláusula cuarta de este Contrato. Dicha compraventa estará sujeta a que el Vendedor obtenga la correspondiente licencia de cultivo de cannabis no psicoactivo ante el Ministerio de Justicia y del Derecho, para lo cual deberá enviar una copia de la respectiva resolución al Comprador.</p> <p>TERCERA. AREAS DE CULTIVO. El Vendedor tendrá su cultivo en la siguiente ubicación:</p> <p>Departamento del Cauca, Municipio de Popayán- vereda Morinda vía a Tetilla, 3 Kilómetros de la ciudad de Popayán y Vereda Sachacoco Finca San Ignacio -Timbio – Cauca. Con un área total de 16 hectáreas con 4.959 mts².</p> <p>Los Productos se sembrarán bajo cubierta, con riego por cinta o goteo, nunca aspersion, usando</p>	<p>D. Seller is an entity conformed by indigenous people of the Misak tribe, and consequently the rights of Indigenous People included within the Political Constitution of 1991 and the Universal Declaration of Indigenous People of ONU.</p> <p>Due to the foregoing and the obligations set forth in this Agreement, the Parties agree on the following</p> <p style="text-align: center;">CLAUSES</p> <p>FIRST. DEFINITIONS. For purposes of this Agreement, Seller and Buyer are going to use the definitions included in Chapter 1, article 2.8.11.1.3 of Decree 613. Any capitalized term in this Agreement is going to have the meaning described in Decree 613.</p> <p>SECOND. PURPOSE OF THE AGREEMENT. The purpose of this agreement is the purchase and sale of non-psychoactive cannabis dry flowers for medicinal and scientific research purposes, seeds and grain (the “<u>Products</u>”) in exchange of the price set forth in this Agreement in clause fourth. Such purchase and sale will be subject to the obtention by the Seller of the cultivation and grow of non-psychoactive cannabis license before the Ministry of Justice and Law, for which the Seller shall deliver a copy of the relevant resolution to Buyer.</p> <p>THIRD. CULTIVATION AREAS. The Seller is going to have its cultivation in the following location:</p> <p>Cauca Department, Municipality of Popayan, vereda Morinda via a Tetilla, 3 kilometers from Popayán city and trail Sachacoco Finca San Ignacio -Timbio – Cauca. with a total area of 16 hectares with 4.959 mts².</p> <p>The Products will be planted under cover, with irrigation by tape or drip, never spraying, using pest control of organic or natural origin, without</p>
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<p>control de plagas de origen orgánico o natural, sin fertilización química que propicie la acumulación de nitratos y residuos en las sumidades floridas. La utilización de cualquier otro tipo de control de plagas o fertilizantes tiene que ser solicitada por escrito por el Vendedor y autorizada también por escrito por el comprador, previamente a su utilización. Los costos para construir y mantener la infraestructura antes descrita, así como los costos de todos los insumos para el cultivo, serán asumidos por el Vendedor.</p> <p>El Vendedor deberá acogerse a los protocolos de seguridad para los cultivadores para garantizar la calidad de la flor.</p> <p>CUARTA. PRECIOS. El Comprador venderá al Vendedor las semillas o esquejes, según el caso, necesarias para cultivar los Productos a un precio que será determinado por las Partes de conformidad con las condiciones de mercado y el cual será pagadero en (a) los 10 días siguientes a la fecha de recibo y aceptación de la cosecha por parte del Comprador o (b) dentro del año siguiente a la entrega de las semillas del Comprador al Vendedor, lo que ocurra primero.</p> <p>Una vez el Vendedor entregue la respectiva cosecha al Comprador, el valor de cada cosecha se definirá entre las partes, de conformidad con los precios del mercado y con base en la calidad en concentración de CBD presentes en las unidades floridas. A modo de ejemplo de la metodología sobre cómo se construiría la tabla de precios se incluye el anexo 1</p> <p>Lo anterior, siempre que dichos Productos cumplan con los estándares de calidad establecidos por el Comprador.</p> <p>Para efectos de determinar las concentraciones de CBD en los Productos, se tomará una muestra de la respectiva cosecha y la misma será enviada a un laboratorio acreditado internacionalmente y/o un laboratorio acreditado en Colombia con técnicas validas según requerimientos y estándares internacionales para tales efectos y el costo del análisis de la muestra por el</p>	<p>chemical fertilization that promotes the accumulation of nitrates and residues in the tops flowery. The use of any other type of pest or fertilizer control must be requested in writing by the Seller and authorized in writing by the buyer, prior to its use. The costs to build and maintain the infrastructure described above, as well as the costs of all the inputs for the crop, will be borne by the Seller.</p> <p>In accordance with article 2.8.11.10.3. of Decree 613 of 2017, the Seller must abide by the security protocols for small and medium growers designed by the Ministry of Justice.</p> <p>FOURTH. PRICE. The Buyer will sell to the Seller the seeds or cuttings, as the case may be, required to grow the Products for a price that will be determined based on market conditions and that is going to be payable in (a) the following 10 days after the harvest is received and accepted by Buyer or (b) within the following 6 months after the Buyer has delivered the seeds to the Sellers, whichever occurs first.</p> <p>Once the Seller delivers the harvest to the Buyer, the price of each crop is going to be determined in accordance with the market conditions and based on the CBD present in the respective crop. As an illustrative example see Annex 1</p> <p>The foregoing provided that such Products meet the quality standards set forth by the Buyer.</p> <p>In order to determine the concentration of CBD in the Products, a sample of the respective harvest will be taken and it will be sent to a laboratory internationally accredited for such purposes, and the cost of the analysis of the sample by the laboratory as well as the value of the sample will be assumed by the Seller. The</p>
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laboratorio, así como el valor de la muestra será asumido por las partes. Las Partes acuerdan que el tiempo que tome llevar a cabo el análisis debe garantizar la no afectación del ciclo del cultivo.

QUINTA. PLAN DE CULTIVO. El Vendedor se compromete a adoptar el plan de cultivo que para tal fin el Comprador le entregue y el cual deberá contener el cronograma de trabajo, los procedimientos agrícolas que serán implementados en el área de cultivo y la cantidad estimada de semilla para siembra y de plantas de cannabis que serán cultivadas.

Para efectos de la presente cláusula, deberán quedar plenamente determinados los insumos agrícolas y los sustratos por utilizar y los términos de su aplicación los cuales serán definidos por el Comprador para garantizar la trazabilidad y homogeneidad del cultivo. El Vendedor asumirá todos los costos y gastos asociados con la adquisición de dichos insumos y sustratos.

SEXTA. PROCEDENCIA DE LAS SEMILLAS PARA SIEMBRA. Las semillas o esquejes para siembra serán suministradas por el Comprador como plantas germinadas de 6 hojas, de la variedad o híbrido seleccionada por el Comprador. El nombre y características técnicas de las variedades suministradas serán especificadas al momento de la entrega.

En el caso de las semillas o esquejes serán feminizadas.

El Comprador entregará semillas o esquejes al Vendedor para su cuidado y custodia y respecto de las cuales el Vendedor se obliga a entregar al comprador todo el producto de la respectiva cosecha, junto con los registros y análisis de causas de las pérdidas de semillas, esquejes y plantas.

De igual forma, el Vendedor se obliga a utilizar las semillas entregadas por el Comprador única y exclusivamente para el cumplimiento del objeto del presente Contrato. Cualquier uso no autorizado de las semillas dará lugar a la

Parties agree that during time required to effect the analysis the crop if not going to be affected.

FIFTH. CULTIVATION PLAN. The Seller agrees to adopt the cultivation plan that for such purpose Buyer delivers to it and which must contain the work schedule, the agricultural procedures that will be implemented in the cultivation area and the estimated amount of seeds required for planting and cannabis plants that will be grown.

For the purposes of this clause, the agricultural inputs and the substrates to be used and the terms of their application must be fully determined which shall be defined by the Buyer in order to guarantee the traceability and homogeneity of the crop. Seller will assume all the costs and expenses related to the acquisition of such inputs and substrates.

SIXTH. ORIGIN OF THE SEEDS FOR SOWING. The seeds or cuttings for sowing will be supplied by the Buyer as germinated plants of 6 leaves, of the variety or hybrid selected by the Buyer. The name and technical characteristics of the varieties supplied will be specified at the time of delivery.

The Buyer will deliver seeds or cuttings to the Seller for their care and custody and for which the Seller is obliged to deliver to the buyer all the product of the respective harvest, together with the records and analysis of causes of the losses of seeds, cuttings and plants.

imposición de la cláusula penal señalada en la cláusula 25 de este Contrato.

SÉPTIMA. TÉCNICAS Y PROCEDIMIENTOS PARA EL CULTIVO Y RECOLECCION DE LAS SUMIDADES FLORIDAS, SEMILLAS Y GRANO.

El Comprador realizará capacitaciones periódicas en los temas de manejo del cultivo y el Vendedor deberá asistir a las capacitaciones programadas por el Comprador donde se le instruirá sobre las siguientes actividades:

- Técnicas de cultivo, cosecha y postcosecha
- Manejo de PH del agua, medición de pH, corrección de pH
- Conductividad eléctrica del agua y la solución fertilizante
- Promoción y formación de raíces
- Podas de formación
- Fertilización de crecimiento
- Identificación de flores Macho hembras y Hermafroditas.
- Control biológico y orgánico de plagas y enfermedades
- Fertilización de plantas en floración
- Punto de maduración de sumidades floridas
- Limpieza de exceso de sales precosecha.

Capacitación por agrónomo titulado.

Se deja expresa constancia que todas las indicaciones hechas en las capacitaciones serán de obligatorio cumplimiento para el Vendedor.

OCTAVA. CONTROL DE CANNABINOIDES. El control de los cannabinoides, se determinará por medio de metodologías analíticas validadas para definir el contenido de tetrahidrocannabinol (THC), cannabidiol (CBD) y cannabinol (CBN) en toda cosecha de cannabis y en cada lote de derivado que el Vendedor produzca.

La sociedad Digipath Labs S.A.S. será quien ejercerá el control señalado anteriormente, debiendo documentar en un protocolo las metodologías que sean utilizadas para tal fin, incluyendo, pero sin limitarse a la curva de calibración, su límite de detección, límite de cuantificación y demás parámetros conforme a la práctica de la química analítica y de

Likewise, the Seller undertakes the obligation to use the seeds delivered by the Buyer solely and exclusively for the fulfillment of the purpose of this Agreement. Any unauthorized use of the seeds will result in the imposition of the penalty clause indicated in clause 25th of this Agreement.

SEVENTH. TECHNIQUES AND PROCEDURES FOR THE CULTIVATION AND COLLECTION OF FLORID SUMMS, SEEDS AND GRAIN.

The Buyer will carry out periodic training in the topics of crop management and the Seller will be obliged to attend the training scheduled by the Buyer where he will be instructed on the following activities:

- Techniques to include per/post-harvest.
- Water pH management, pH measurement, pH correction
- Electrical conductivity of water and fertilizer solution
- Promotion and formation of roots
- Training pruning
- Fertilization of growth
- Identification of male female flowers and Hermaphrodites.
- Biological and organic control of pests and diseases
- Fertilization of flowering plants
- Maturity point to flowering tops
- Cleaning of excess pre-harvest salts

It is expressly stated that all the indications made in the training will be mandatory for the Seller.

EIGHT. CANNABINOID CONTROL. The control of cannabinoids will be determined by means of validated analytical methodologies to define the content of tetrahidrocannabinol (THC), cannabidiol (CBD) and cannabinol (CBN) in every cannabis harvest and in each batch of derivatives that the Seller produces.

The company Digipath Labs S.A.S. will be the entity in charge of exercising the control indicated above, undertaking the obligation to

<p>conformidad con el Artículo 2.8.11.2.1.11. del decreto 613/17 del Ministerio de Salud y Protección Social. Dicho protocolo se entregará una vez se vaya a realizar el control de cannabinoides de cultivo.</p> <p>Son causales de rechazo del grano o producto generado por el Vendedor, cualquiera de las siguientes:</p> <ul style="list-style-type: none">• Si el análisis contiene metales pesados o pesticidas;• Si el análisis contiene residuos de pesticidas órganos fosforados, órganos clorados o carbamatos;• Si el análisis contiene residuos de microorganismos como <i>Escherichi -coli</i>, <i>Salmonella</i>, <i>rhizhopus</i>, <i>aspergillus</i> entre otros. <p>El Comprador garantizará el adecuado almacenamiento y transporte de la flor dentro del tiempo de análisis de laboratorio de cannabinoides.</p> <p>NOVENA. ENTREGA Y CALIDAD. El Vendedor entregará el Producto dentro de los 3 días calendario siguientes a los que el control de cannabinoides haya sido realizado y aprobado por DigipathLabs S.A.S.</p> <p>Para efectos de la entrega, el producto de cada cultivo deberá cumplir con los estándares de calidad que para tal fin acuerden las Partes, una vez el Vendedor haya obtenido la licencia de cultivo de cannabis no psicoactivo.</p> <p>La entrega será realizada por cuenta y riesgo del Vendedor en el municipio de Popayán. El comprador brindará al vendedor los protocolos de transporte.</p> <p>En el caso de que el Producto haya sido rechazado, en los términos y condiciones de la cláusula 8, el Comprador no recibirá el Producto, lo cual no generará ninguna obligación de compra, pago o compensación para con el Vendedor. En cualquier caso, el Vendedor responderá por el valor de las semillas o esquejes y se lo pagará al Comprador</p>	<p>document the methodologies used for that purpose in a protocol, including but not limited to the calibration curve, its limit of detection, limit of quantification and other parameters according to the practice of analytical chemistry, and according to Article 2.8.11.2.1.11. of decree 613/17 of The Ministry of Health and Social Security. Such protocol shall be delivered once the cannabinoid control is going to be effected.</p> <p>Rejection of the grain or product generated by the Seller is caused by any of the following:</p> <ul style="list-style-type: none">• If the analysis contains heavy metals or pesticides;• If the analysis contains pesticide residues, phosphorus organs, chlorinated organs or carbamates;• If the analysis contains residues of microorganisms such as <i>Escherichi coli</i>, <i>Salmonella</i>, <i>rhizhopus</i>, <i>aspergillus</i>, among others. <p>Seller guarantees that it will appropriately storage and transport the batch during the cannabinoid control test.</p> <p>NINTH. DELIVERY AND QUALITY. The Seller will deliver the Product within the 3 calendar days following which the control of cannabinoids has been carried out and approved by Digipath Labs S.A.S.</p> <p>For delivery purposes, the Product must comply with the quality and presentation standards set forth by the Parties once the Seller has obtained the cultivation and grow of non – psychoactive license.</p> <p>The delivery will be at Popayan municipality at the account and risk of Seller.</p> <p>In the event that the Product is rejected, in the terms and conditions set forth in clause 8, the Buyer will not receive the Product and it will not</p>
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en los términos fijados en este Contrato. En este caso, el Vendedor está obligado, además, a no comercializar el producto para la extracción de aceites medicinales.

Si el producto no alcanza el nivel mínimo de contenido de CBD, o 10%, el Comprador tendrá el derecho preferente para comprar dicho cultivo. Si el Comprador no ejerce el derecho de preferencia de inmediato, el Vendedor notificará al Comprador de cualquier oferta que reciba para permitirle al Comprador ejercer un nuevo derecho de preferencia. Si el producto excede el contenido de THC y comienza a ser considerado como psicoactivo, el vendedor se compromete a seguir las normas legales al respecto, para la disposición del mismo.

DÉCIMA. PERSONAL. El Vendedor actúa de manera autónoma e independiente, sin sujeción a ningún tipo de subordinación por parte del Comprador. El Vendedor es una persona jurídica independiente y nada de lo aquí contenido será interpretado en el sentido de constituir una relación distinta a la puramente comercial con el Comprador. Entre el Vendedor y el Comprador no existe relación laboral o de subordinación alguna en cuanto a tiempo, modo y sistema de prestación del servicio. En consecuencia, este Contrato se regirá por las normas del derecho civil y comercial.

Debido a que el Vendedor no es un empleado del Comprador, el Vendedor reconoce que no tiene derecho a los beneficios laborales disponibles para los empleados del Comprador.

El Vendedor será exclusivamente responsable del pago de la retribución total pagadera a sus empleados con respecto al objeto de este Contrato, incluyendo los gastos y beneficios asociados con sus empleos.

El personal que contrate el Vendedor para el desarrollo agronómico y del cumplimiento del presente Contrato debe ser idóneo y conocer de las actividades del cultivo del cannabis, de acuerdo con las capacitaciones brindadas por el comprador. El Comprador podrá validar en cualquier momento la idoneidad del personal

generate any obligation of purchase, payment or compensation to the Seller. In any case the Seller will respond for the value of the seeds or cuttings and will pay it to the Buyer in the terms and conditions set forth herein. In this event, the Seller will not to commercialize the Product for extraction of medicinal oils.

If the product does not reach the minimum level of contents of CBD, or 10%, the Buyer will have the first option to buy it. If the Buyer does not exercise the right of preference immediately, the Seller must notify the Buyer of any offer it receives in order to enable the Buyer to exercise a new right of preference. If the product exceeds the content of THC to be considered psychoactive, Seller will undertake legal requirements for its disposition

TENTH. PERSONNEL. The Seller acts autonomously and independently, without being subject to any kind of subordination by the Buyer. The Seller is an independent legal entity, and nothing contained herein shall be construed as constituting a relationship other than purely commercial relationship with the Buyer. There is no employment relationship or subordination between the Seller and the Buyer in terms of time, manner and system of provision of the entrusted service. Accordingly, this Agreement will be governed by the rules of civil and commercial law.

Because the Seller is not an employee of the Buyer, the Seller acknowledges that it is not entitled to the labor benefits available to the Buyer's employees.

The Seller shall be exclusively responsible for the payment of the total remuneration payable to its employees with respect to the object of this Agreement, including the expenses and benefits associated with their employment.

The personnel contracted by the Seller for the agronomic development and compliance with

del Vendedor y solicitar el cambio del mismo en caso de que lo considere necesario.

DECIMOPRIMERA. OBLIGACIONES DEL VENDEDOR: El Vendedor se obliga a:

1. Entregar al Comprador como parte de la cosecha, la totalidad del grano y semillas producidas sin reservarse para uso propio o de terceros semillas o material de propagación;
2. Acogerse y cumplir con todas las obligaciones y deberes establecidos en la ley.
3. Dar cumplimiento a lo dispuesto en el Decreto 613 y en las resoluciones 577 y 578 de 2017 del Ministerio de Justicia y del Derecho;
4. Proteger la mano de obra local dándole empleo preferentemente a las comunidades indígenas y campesinas;
5. Adoptar el plan de cultivo que el Comprador le entregue;
6. Llevar el registro de movimientos que trata el artículo 17 de la resolución 577 de 2017;
7. Presentar los informes periódicos de que trata el artículo 18 de la resolución 577 de 2017 del Ministerio de Justicia y del Derecho;
8. Someter el Producto al control de cannabinoides de que trata el artículo 8 de este Contrato;
9. Tener el protocolo propio para la disposición final y la eliminación de los residuos (Decreto. 613/17 art. 2.8.11.2.1.13.)
10. Adoptar el protocolo de seguridad diseñado por el Ministerio de Justicia y del Derecho, de conformidad con el artículo 2.8.11.10.3. del Decreto 613;
11. Atender el pago de salarios, prestaciones y demás obligaciones que le impone la legislación laboral, como la seguridad social y los parafiscales así como los de carácter civil con los subcontratistas;
12. Suministrar al Comprador la flor seca y el grano en las cantidades, tiempos y precios pactados en este Contrato.
13. Contratar las pólizas de seguro necesarias para garantizar la seguridad del cultivo;

this Agreement must be suitable and know about the activities of the cultivation of cannabis. The Buyer may validate at any time the suitability of the Seller's personnel and request the change of the same in case he considers it necessary.

ELEVENTH. DUTIES OF THE SELLER.
The seller undertakes the following duties:

1. To deliver to the Buyer as part of the harvest, all of the grain and seeds produced without being reserved for own use or of third seeds or propagation material;
2. To accept and comply with all the obligations and duties established in the law;
3. Comply with the provisions of Decree 613 and resolutions 577 and 578 of 2017 of the Ministry of Justice and Law;
4. Protect local labor by giving preference to indigenous and farmers;
5. Comply with the cultivation plan delivered by Buyer;
6. Keep the register of movements mentioned in article 17 of resolution 577 of 2017;
7. File the periodic reports referred to in article 18 of resolution 577 of 2017 of the Ministry of Justice and Law;
8. Submit the Product to the control of cannabinoids referred to in Article 8 of this Agreement;
9. Implement the proper protocol for the final disposal and disposal of waste; (Decree. 613/17 art. 2.8.11.2.1.13.)
10. Implement the security protocol designed by the Ministry of Justice and Law, in accordance with article 2.8.11.10.3. of Decree 613;
11. Pay the salaries, benefits and other obligations imposed by labor legislation, such as social security and parafiscal as well as those of a civil nature with subcontractors;

<p>14. Permitir al Comprador la vigilancia y el control del cultivo y su cosecha así como de todo el desarrollo de la actividad agronómica. En virtud de esta obligación el Comprador podrá ingresar en cualquier momento al área de cultivo del Vendedor y supervisar la operación realizada por este último;</p> <p>15. Asistir a todas las capacitaciones convocadas por el Comprador implementar todas las recomendaciones indicadas en ellas.</p> <p>DECIMOSEGUNDA. OBLIGACIONES DEL COMPRADOR. El Comprador se obliga a:</p> <ol style="list-style-type: none">1. Como titular de la licencia de fabricación de derivados de cannabis, dar cumplimiento a las obligaciones emanadas de dicha licencia;2. Proporcionar al Vendedor la asistencia técnica para hacer crecer los Productos. En particular, el Comprador proporcionará al Vendedor la genética para cultivar los productos y la educación continua sobre las mejores prácticas para el cultivo de los Productos;3. Suministrarle al Vendedor las semillas feminizadas o esquejes necesarias para poder atender los pedidos realizados al Vendedor en los tiempos y las cantidades requeridas;4. Pagarle al Vendedor el valor de la respectiva cosecha de conformidad con los términos y condiciones de la cláusula cuarta de este Contrato;5. Ejercer la supervisión técnica integral de las áreas de cultivo que hacen parte de este Contrato, del cultivo de plantas de cannabis y, en general, de todas las actividades objeto del presente Contrato;6. Realizar las capacitaciones descritas en el presente Contrato.7. Atender los requerimientos de asistencia técnica del Vendedor de acuerdo con las necesidades del cultivo. <p>DECIMO TERCERA. DURACIÓN. El término de este Contrato será válido mientras</p>	<p>12. Provide the Buyer with the dried flower and grain in the quantities, times and prices agreed in this Agreement;</p> <p>13. Allow the Buyer to monitor and control the crop and its harvest as well as all the development of the agronomic activity. By virtue of this obligation, the Buyer may enter at any time the area of cultivation of the Seller and supervise the operation carried out by the latter;</p> <p>14. Acquire the insurance policies required to guarantee the security of the crop;</p> <p>15. Attend all the training sessions convened by the Buyer and implement all the recommendations indicated therein.</p> <p>TWELFTH. DUTIES OF THE BUYER. The Buyer undertakes the following duties:</p> <ol style="list-style-type: none">1. As holder of the license to produce cannabis derivatives, comply with the obligations arising from said license;2. Provide the Seller with the technical expertise to grow the Products. In particular, the Buyer shall provide the Seller with the genetics to cultivate the products and the continuing education on the best practices for the cultivation of the Products;3. Provide the Seller with the necessary feminized seeds or cuttings to be able to meet the orders placed to the Seller in the times and quantities required;4. Pay the Seller the price for the respective harvest in accordance with the terms and conditions of clause four of this Agreement;5. To exercise the integral technical supervision of the cultivation areas that are part of this Agreement, of the cultivation of cannabis plants and, in general, of all the activities object of this Agreement;6. Perform the training described in this Agreement.
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<p>que permanezcan vigentes las licencias de cultivo de cannabis no psicoactivo obtenidas por cualquiera de las Partes, salvo que sea terminado con anterioridad conforme a otras estipulaciones aplicables de este Contrato.</p> <p>El presente Contrato podrá ser prorrogado por el mismo periodo mediante acuerdo escrito de las Partes y suscrito con al menos un mes de anticipación antes del comienzo de cada plazo de un año.</p> <p>Cualquiera de las Partes podrá dar por terminado el presente Contrato antes de su vencimiento, sin que de ello derive multa o indemnización a su cargo, enviando una comunicación escrita con 180 días de anticipación a la fecha prevista de terminación. Las Partes por el presente acuerdan que la terminación contemplada en esta cláusula fue expresamente negociada y acordada, y que (i) esta forma de terminación no será considerada injusta, y por lo tanto no constituirá razón alguna para cualquier tipo de indemnización, y (ii) el aviso previo por escrito de 180 días es razonable.</p> <p>No obstante, lo anterior, el presente Contrato podrá darse por terminado con justa causa en cualquiera de los siguientes eventos:</p> <ol style="list-style-type: none">1. Que el Vendedor incumpla lo dispuesto en el Decreto 613 y en las resoluciones 577 y 578 del 2017 del Ministerio de Justicia y del Derecho;2. Que el Vendedor no de cumplimiento al plan de cultivo que hace parte de este Contrato;3. Que el Vendedor no someta el Producto al control de cannabinoides de la cláusula 8 de este Contrato (Decreto. 613/17 art. 2.8.11.2.1.13.);4. Que el Vendedor no tenga el protocolo propio para la disposición final y la eliminación de los residuos(Decreto. 613/17 art. 2.8.11.2.1.11)	<p>7. Attend the technical assistance requirements of the Seller in accordance with the needs of the crop.</p> <p>THIRTEENTH. TERM. The term of this Agreement shall be valid during the period in which the non-psychoactive cannabis cultivation licenses issued in favor of the Parties are in force, unless it is terminated in advance pursuant to other applicable provisions of this Agreement.</p> <p>This Agreement may be extended for the same period by written agreement of the Parties and signed at least one month in advance before the beginning of each term of one year.</p> <p>Either Party may terminate this Agreement before its expiration, without resulting in a fine or indemnity at its expense, by sending a written notice to the Seller 180 days in advance of the expected date of termination. The Parties hereby agree that the termination contemplated in this clause was expressly negotiated and agreed, and that (i) this form of termination will not be considered unfair, and therefore will not constitute any reason for any type of compensation, and (ii)) prior written notice of 180 days is reasonable.</p> <p>Notwithstanding the foregoing, this Agreement may be terminated with just cause in any of the following events:</p> <ol style="list-style-type: none">1. Seller fails to comply with the terms and conditions set forth in Decree 613 and resolutions 577 and 578 of 2017 of the Ministry of Justice and Law;2. Seller does not comply with the cultivation plan that is part of this Agreement;3. Seller does not submit the Product to the control of cannabinoids of clause 8 of this
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<p>5. Que el Vendedor no le entregue al Comprador el Producto en las cantidades, tiempos y precio de conformidad con lo señalado en las cláusulas cuarta y novena de este Contrato;</p> <p>6. Que el Vendedor no le pague al Comprador el valor de la semilla entregada en los plazos establecidos en este Contrato;</p> <p>7. Que el Vendedor no le permita al Comprador ejercer la supervisión técnica integral de las áreas de cultivo que hacen parte de este Contrato, del cultivo de plantas de cannabis y, en general, de todas las actividades desde un enfoque de trazabilidad;</p> <p>8. Que el Comprador incumpla con los pagos de la compra al Vendedor en los tiempos y precios pactados en este Contrato;</p> <p>9. Que el Comprador incumpla con la asistencia técnica y el acompañamiento al Vendedor y demás obligaciones pactados en este Contrato.</p> <p>En caso de presentarse alguna de las causales señaladas anteriormente, la parte incumplida tendrá un plazo de quince (15) días para subsanar dicho incumplimiento. En caso que durante este período de tiempo la parte incumplida no subsane el incumplimiento, la parte cumplida podrá dar por terminado el presente Contrato.</p> <p>DECIMOCUARTA. PREVENCIÓN DE LAVADO DE ACTIVOS Y FINANCIACIÓN DEL TERRORISMO. El Vendedor manifiesta bajo la gravedad de juramento, que los recursos que componen su patrimonio y el de los demás pequeños y medianos cultivadores no provienen de lavado de activos, financiación del terrorismo, narcotráfico, captación ilegal de dineros y en general de cualquier actividad ilícita; de igual manera manifiesta que los recursos recibidos en</p>	<p>Agreement; (Decree. 613/17 art. 2.8.11.2.1.13.)</p> <p>4. Seller does not have its own protocol for the final disposal and disposal of waste; (Decree. 613/17 art. 2.8.11.2.1.11)</p> <p>5. Seller does not deliver to the Buyer the Product in the quantities, times and prices set forth in clauses fourth and ninth of this Agreement;</p> <p>6. Seller does not pay the Buyer the price of the seed delivered within the terms established in this Agreement;</p> <p>7. Seller does not allow the Buyer to exercise full technical supervision of the cultivation areas that are part of this Agreement, of the cultivation of cannabis plants and, in general, of all the activities from a traceability approach;</p> <p>8. Buyer fails to comply with the purchase payments to the Seller in the times and prices agreed in this Agreement;</p> <p>9. Buyer fails to comply with the technical assistance and any other provision included in this Agreement;</p> <p>In case one of the causes mentioned above occurs, the breaching party will have a period of fifteen (15) days to correct said breach. In the event that during this period of time the breaching party does not remedy such breach, the complying party may terminate this Agreement.</p> <p>FOURTEENTH. PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM. Seller states under the seriousness of oath, that the resources that make up its assets and that of the other small</p>
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desarrollo de este Contrato, no serán destinados a ninguna de las actividades antes descritas.

Para efectos de lo anterior, el Vendedor autoriza al Comprador, para que consulte los listados, sistemas de información y bases de datos a los que haya lugar para la verificación de este riesgo. De igual manera el Vendedor podrá consultar los sistemas de información y bases de datos para verificar que los dineros de la compra no tengan ese riesgo.

En caso que el Vendedor incumpla cualquiera de las obligaciones señaladas en la presente cláusula, el Comprador tendrá la facultad de dar por terminado el presente y dará el trámite correspondiente al reporte de eventos inusuales y lo pertinente de conformidad a la ley colombiana.

DECIMOQUINTA. SUPERVISIÓN DEL CULTIVO. La supervisión técnica integral de las áreas de cultivo que hacen parte de este Contrato, del cultivo de plantas de cannabis no psicoactivo y, en general, de todas las actividades y desarrollo del proceso, será ejercida por el Comprador o la persona que para estos efectos designe el Comprador.

DECIMOSEXTA. CESION DEL CONTRATO. De conformidad con el párrafo 1 del artículo 2.8.11.2.1.1 del Decreto 613, cualquier licencia relacionada con el cannabis no puede transferirse, transmitirse o cederse a ningún título y, por tanto, el Vendedor no podrá ceder el presente Contrato.

DECIMOSEPTIMA. INDEMNIDAD. El Vendedor asume toda la responsabilidad por los daños y perjuicios de cualquier naturaleza que se deriven de la ejecución del Contrato, de sus empleados, subcontratistas o subcontratistas de los subcontratistas, hasta por culpa levisima, y en consecuencia se obliga a indemnizar, defender y mantener indemne al Comprador, sus socios, agentes, empleados, contratistas y cualquier persona con la que tenga un vínculo jurídico, por cualquier acción, reclamo, demanda, pérdida, obligación, daño, costos y/o costas, que pueda sufrir, como resultado de

and medium-sized farmers do not come from money laundering, terrorism financing, drug trafficking, illegal collection of money and, in general, any illicit activity; likewise, it states that the resources received in the development of this Agreement will not be used for any of the activities described above.

For purposes of the foregoing, Seller authorizes the Buyer to consult the listings, information systems and databases that may be used to verify this risk. Similarly, Seller may consult the information systems and databases to verify that the money of the purchase does not have that risk.

In the event that Seller fails to comply with any of the obligations set forth in this clause, the Buyer shall have the power to terminate this Agreement and enter the cultivation area to collect all the delivered seeds under this Agreement and, if applicable, take control of the operation and services provided by the Seller.

FIFTEENTH. SUPERVISION OF THE CROP. The technical supervision of the cultivation areas that are part of this Agreement, the crop of non-psychoactive cannabis plants and, in general, of all the activities and process development, will be exercised by the Buyer or the person that for these purposes the Buyer designates.

SIXTEENTH. ASSIGNMENT OF THE AGREEMENT. In accordance with paragraph 1 of article 2.8.11.2.1.1 of Decree 613, the any cannabis license cannot be transferred or assigned under any title and, therefore, the Seller cannot assign this Agreement.

SEVENTEENTH. INDEMNITY. Seller assumes all responsibility for damages of any nature arising from the execution of the Agreement, its employees, subcontractors or subcontractors of subcontractors, even for very *culpa levisima*, and consequently is obliged to indemnify, defend and hold harmless the Buyer,

algún incumplimiento de las obligaciones contractuales o legales surgidas en virtud del contrato, o por cualquier reclamación judicial o extrajudicial por razón de actos u obligaciones que son de su responsabilidad de conformidad con lo dispuesto en este Contrato. El Vendedor se obliga a asumir los gastos, costos, expensas, penalidades, multas que con ocasión del Contrato se presenten excepto por aquellas que se deriven de actos de dios o fuerza mayor. En alcance de la responsabilidad va hasta la entrega del producto al comprador.

La obligación de indemnidad asumida por las Partes en el Contrato es continua y subsistirá por 1 años contados a partir de su terminación.

Cuando el Comprador sea condenado a cualquier pago por las razones antes enunciadas en desarrollo del Contrato, el Vendedor deberá pagar tales valores al Comprador dentro de los diez (10) días siguientes a la notificación que hiciere el Comprador del mismo. En caso contrario, el Comprador podrá descontar tales sumas de las que deba pagar al Vendedor. La presente disposición es igualmente aplicable a aquellos casos en los cuales el Comprador suscriba acuerdos de conciliación o transacción sobre las sumas de dinero que el Comprador resulte obligado a pagar en dichos acuerdos.

El Vendedor se compromete a defender al Comprador de todo reclamo judicial o extrajudicial, por las razones antes enunciadas, originado en el desarrollo del Contrato y a reconocer los costos relacionados con dicha defensa, incluidos honorarios de abogado.

El Vendedor responderá por los actos de sus empleados y sus subcontratistas como si hubiesen sido causados por el Vendedor. El Comprador solo responderá por daños que sean consecuencia de culpa grave o dolo, imputables a sí mismo.

El Vendedor autoriza al Comprador a deducir el valor de los daños que se causan y que están respaldados por el saldo a favor que el Comprador tiene con el Vendedor.

its partners, agents, employees, contractors and any person with whom it has a legal relationship, for any action, claim, demand, loss, obligation, damage, costs and / or costs, that may suffer, as a result of any breach of contractual or legal obligations arising under the contract, or by any judicial or extrajudicial claim due to acts or obligations that are its responsibility in accordance with the provisions of this Agreement. The Seller is obliged to assume the costs, expenses, penalties, fines that arise on the occasion of the Agreement, except for those action derived from acts of god or force majeure.

The obligation of indemnity assumed by the Parties to this Agreement is continuous and will subsist for 1 year counted from its termination.

When the Buyer is obliged to any payment for the reasons stated above in the performance of the Agreement, Seller shall pay such values to the Buyer within ten (10) days following the notification made by the Buyer thereof. Otherwise, the Buyer may deduct such amounts from which it must pay the Seller. This provision is equally applicable to those cases in which the Buyer enters into conciliation or transaction agreements on the sums of money that the Buyer is obliged to pay in said agreements.

The Seller undertakes the obligation to defend the Buyer from any judicial or extrajudicial claim, for the reasons stated above, arising from the performance of the Agreement and to pay the costs related to said defense, including attorney's fees.

The Seller will respond for the acts of its employees and its subcontractors as if they had been caused by the Seller. The Buyer shall only be liable for damages resulting from gross negligence or fraud, attributable to itself.

En caso de que por algún evento se les atribuya responsabilidad a cualquiera de las Partes o a sus filiales, afiliadas, subsidiarias o asociadas, ninguna responderá por lucro cesante ni por daños o perjuicios indirectos; y de ser responsable, ante cualquier circunstancia o por daño emergente, su responsabilidad estará limitada al valor del Contrato.

DECIMOCTAVA CONFIDENCIALIDAD.

El Vendedor se obliga a no publicar ni divulgar a ningún tercero, y a no utilizar en beneficio propio o de un tercero o en detrimento del Comprador, la Información Confidencial que conozca en virtud de la ejecución del presente Contrato. Esta obligación permanecerá vigente y en efecto durante todo el término del presente contrato.

Constituye Información Confidencial, toda información de propiedad del Comprador que no haya sido publicada, incluyendo pero sin limitarse a información verbal o escrita en relación con los negocios, finanzas, impuestos, asuntos legales, programas de computador, ventas, formulas, datos, procesos, métodos, artículos de fabricación, maquinaria, aparatos, diseños, materiales de composiciones, productos, ideas, mejoras, inventos, descubrimientos, trabajo experimental o de desarrollo, trabajo en proceso, planos, o cualquier otro material que pertenezca o esté relacionado con la actividad técnica o comercial del Comprador; obtenida por el Vendedor en reuniones, en correspondencia tanto oficial como no oficial, en conversaciones con la gerencia y demás personal, mediante consultores externos, mediante miembros de organismos y autoridades gubernamentales.

Al momento de la terminación del presente Contrato, el Vendedor no conservará ni entregará a terceros, sino que devolverá al Comprador todos y cada uno de los planos, dibujos, especificaciones, elementos, notas, libros de notas, memorandos, reportes, estudios, correspondencia y demás documentos y en general todo el material que se relacione con los negocios del Comprador o de terceros sobre la cual el Vendedor esté obligado a mantener

The Seller authorizes the Buyer to deduct the value of the damages that are caused and that are supported of the balance in favor that the Buyer has with the Seller.

In the event that for any event responsibility is attributed to the Parties, or its affiliates, affiliates, subsidiaries or associates, none will be liable for lost profits or for indirect damages or losses; and to be liable, in case of any circumstance or for emergent damage, its responsibility will be limited to the value of the Agreement.

EIGHTEENTH. CONFIDENTIALITY.

The Seller undertakes not to publish or disclose to any third party, and not to use for his own benefit or that of a third party or to the detriment of the Buyer, the Confidential Information known to him by virtue of the execution of this Agreement. This obligation will remain in force and in effect during the entire term of this Agreement and for five (5) more years.

Constitutes Confidential Information, all information of property of the Buyer that has not been published, including but not limited to verbal or written information in relation to business, finance, taxes, legal matters, computer programs, sales, formulas, data, processes, methods, articles of manufacture, machinery, apparatus, designs, materials of compositions, products, ideas, improvements, inventions, discoveries, experimental or development work, work in process, plans, or any other material that belongs or is related to the activity technical or commercial of the Buyer; obtained by the Seller in meetings, in correspondence both official and unofficial, in conversations with management and other personnel, through external consultants, through members of agencies and government authorities.

At the time of termination of this Agreement, the Seller will not retain or deliver to third parties, but will return to the Buyer each and every one of the plans, drawings, specifications,

<p>confidencial, y que esté en su poder o bajo su custodia o control.</p> <p>Se exceptúa del carácter de confidencialidad y reserva aquella información que:</p> <p>A. La parte receptora pruebe que, al tiempo de su entrega por la parte divulgadora, se encontraba en el dominio público, había sido desarrollada por la parte receptora con anterioridad o fue puesta a su disposición por un medio y dueño legítimo distinto al indicado en este contrato.</p> <p>B. Con posterioridad a su entrega llegue a ser de dominio público, en cualquier forma que no signifique violación al contenido de este contrato.</p> <p>C. Sea dada a conocer con la aprobación por escrito de la parte divulgadora o sea divulgada por la parte divulgadora a terceros sin restricciones.</p> <p>Las disposiciones del presente Contrato no se extienden a ninguna información confidencial que sea requerida por la ley, corte, tribunal, autoridad, organismo regulador o bolsa de valores para ser revelada. Sin embargo, previo a la divulgación que deba hacer la parte receptora, ésta deberá notificar inmediatamente por escrito a la parte divulgadora para que pueda solicitar las medidas necesarias tendientes a impedir o limitar el alcance de la necesidad de divulgar la información confidencial. Al realizar cualquier divulgación bajo este artículo, la parte receptora sólo comunicará la información confidencial estrictamente necesaria para cumplir con el requisito aplicable.</p> <p>Como el Vendedor pertenece a un grupo indígena y está sujeto a derechos colectivos, mantendrá exclusividad y trato confidencial de sus conocimientos tradicionales, técnicas y saberes sobre el uso medicinal del cannabis..</p> <p>DECIMONOVEVA. EXCLUSIVIDAD. El Vendedor prestará sus servicios de cultivo de los Productos exclusivamente al Comprador</p>	<p>elements, notes, note books, memoranda, reports, studies, correspondence and other documents and in general all material relating to the Buyer's business or that of third parties over which the Seller is obliged to keep confidential, and which is in its power or under its custody or control.</p> <p>The following information will not be considered as Confidential Information:</p> <p>A. Information that the receiving party proves that, at the time of its delivery by the disclosing party, it was in the public domain, had been developed by the receiving party previously or was made available to it by a means and legitimate owner other than that indicated in this Agreement.</p> <p>B. Information that after its delivery, becomes of public domain, in any way that does not mean a violation of the content of this Agreement.</p> <p>C. Information that is made known with the written approval of the disclosing party or is disclosed by the disclosing party to third parties without restrictions.</p> <p>The provisions of this Agreement do not extend to any confidential information that is required by law, court, court, authority, regulatory body or stock exchange to be disclosed. However, prior to the disclosure to be made by the receiving party, the latter must immediately notify the disclosing party in writing so that it may request the necessary measures to prevent or limit the scope of the need to disclose the confidential information. When making any disclosure under this article, the receiving party will only communicate the confidential information strictly necessary to comply with the applicable requirement.</p> <p>As Seller belongs to an indigenous group and is subject to collective rights, it will maintain exclusivity and confidential treatment of its</p>
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durante el término de este Contrato, en las áreas contratadas de mutuo acuerdo y en las que se aplique su plan de cultivo, su genética y sistema de producción.

VIGÉSIMA. NOTIFICACIONES. Cualquier notificación permitida o requerida en virtud de este Contrato deberá ser cursada por escrito o correo electrónico. Las notificaciones entregadas por fax, correo electrónico, courier o mediante entrega por mano a un representante autorizado de la parte a la que está dirigida serán reputadas entregadas en la fecha de la entrega efectiva; estableciéndose, sin embargo, que si dicha entrega efectiva tiene lugar luego de las 15 horas de un día hábil en el lugar donde tiene lugar la entrega o un sábado, domingo o día feriado en el lugar donde tiene lugar la entrega, entonces se entenderá que tal notificación ha sido entregada el siguiente día hábil. Las notificaciones serán entregadas a cada Parte en los domicilios indicados más adelante o en cualquier otro domicilio indicado en una notificación subsiguiente entregada a dicha parte. Todas las notificaciones deberán estar dirigidas a la persona indicada como contacto dentro del presente contrato.

Notificaciones al Comprador:
Contacto: Juan Fernando Ribero
E-Mail: juan@owp.com
Dirección notificaciones: Carrera. 9 No. 113-52 oficina 1903 | Torres Unidas 2 | Bogotá D.C.

Notificaciones al Vendedor: Jorge Edgar Yalanda Tombe
E-mail: medicinamisak@manasr.co
Dirección de notificación: Calle 25N No 2E – 415 Casa 3 Popayán- Cauca

VIGESIMOPRIMERA. LEY APLICABLE Y RESOLUCIÓN DE CONTROVERSAS. Este Contrato será interpretado y ejecutado conforme mediante notificación a las leyes de Colombia (sin tomar en consideración las normas de conflictos de leyes contempladas en dichas leyes).

technical traditional knowledge and knowledge about the medicinal use of cannabis

NINETEENTH. EXCLUSIVITY. The Seller will provide its services of cultivation of the Products exclusively to the Purchaser during the term of this Agreement.

TWENTIETH. NOTICES. Any notice permitted or required by virtue of this Agreement must be made in writing or by email. Notices delivered by fax, email, courier or by hand delivery to an authorized representative of the Party to which it is addressed will be delivered on the date of actual delivery; establishing, however, that if said effective delivery takes place after 15 hours of a business day in the place where the delivery takes place or a Saturday, Sunday or holiday in the place where the delivery takes place, then it will be understood that such notification has been delivered the next business day. The notifications will be delivered to each Party in the addresses indicated below or in any other address indicated in a subsequent notification delivered to said party. All notifications must be addressed to the person indicated as a contact within this Agreement.

Notice to the Buyer:
Contact: Juan Fernando Ribero
E-Mail: juan@owp.com
Address: Carrera. 9 No. 113-52 Office 1903 | United Towers 2 | Bogota D.C.

Notice to the Seller: Jorge Edgar Yalanda Tombe
E-Mail: medicinamisak@manasr.co
Address: Calle 25N No 2E – 415 Casa 3 Popayán- Cauca

TWENTY-FIRST. APPLICABLE LAW AND DISPUTE RESOLUTION. This

<p>La jurisdicción territorial para entender cualquier disputa entre las partes serán los tribunales competentes en Popayan – Cauca - Colombia.</p> <p>Cualquier diferencia relacionada con la ejecución, interpretación, validez, cumplimiento o cualquier otra, que surja entre las Partes relativas a este acuerdo y que las Partes no puedan resolver de común acuerdo, se resolverán por un Tribunal de Arbitramento, de acuerdo con las siguientes reglas:</p> <ul style="list-style-type: none">a) El Tribunal de Arbitramento estará integrado por un (1) árbitro, que será ciudadano colombiano y abogado.b) El árbitro será designado por la Cámara de Comercio del Cauca.c) La convocatoria, constitución y trámite se regirán por el Reglamento establecido por la Cámara de Comercio del Cauca.d) El idioma para la convocatoria, constitución, trámite y procedimiento será el español.e) El Tribunal fallará en derecho y aplicará como norma sustancial la ley colombiana.f) El Tribunal tendrá su sede en la ciudad de Popayán en la Cámara de Comercio del Cauca. <p>Para efecto de las notificaciones a que haya lugar, se tendrán en cuenta las direcciones establecidas en el presente Contrato. En lo no previsto se aplicará las normas vigentes en Colombia.</p> <p>VIGESIMOSEGUNDA. RENUNCIA A DERECHOS. La falta de ejercicio por cualquiera de las Partes de su derecho a exigir los derechos que le corresponden en virtud del presente Contrato no constituirá una renuncia a dichos derechos ni a cualquier otro derecho conferido sobre dicha parte o de los que dicha parte es titular.</p>	<p>Agreement will be interpreted and executed in accordance with the laws of Colombia (without taking into consideration the rules of conflict of laws contemplated in said laws).</p> <p>The territorial jurisdiction to understand any dispute between the parties will be the competent courts in Cauca, Colombia.</p> <p>Any difference related to the execution, interpretation, validity, compliance or any other, that may arise between the Parties related to this agreement and that the Parties cannot resolve by mutual agreement, shall be resolved by an Arbitration Tribunal, in accordance with the following rules:</p> <ul style="list-style-type: none">a) The Arbitration Tribunal will be composed of one (1) arbitrator, who will be a Colombian citizen and lawyer.b) The arbitrator will be appointed by the Chamber of Commerce of Cauca.c) The call, constitution and procedure will be governed by the Regulation established by the Chamber of Commerce of Cauca.d) The language for the convocation, constitution, procedure and procedure will be Spanish.e) The Court will rule in law and will apply Colombia's law as a substantial rule.f) The Court will have its headquarters in the city of Popayan, in the Chamber of Commerce of Cauca. <p>For the purpose of providing any notice, the addresses established in this Agreement will be taken into account. In the unforeseen, the regulations in force in Colombia will be applied.</p> <p>TWENTY-SECOND. WAIVER OF RIGHTS. The lack of exercise by any of the Parties of their right to demand their rights</p>
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Si se inician acciones legales entre las partes con respecto a sus respectivos derechos y obligaciones en virtud del presente Contrato, la parte vencedora tendrá derecho a recuperar los gastos y honorarios razonables de sus abogados incurridos en la consecución y defensa de sus derechos y obligaciones emergentes del presente.

VIGESIMOTERCERA.

MODIFICACIONES Y RENUNCIAS. Este Contrato solo podrá ser modificado o reformado por escrito firmado por ambas Partes.

Cualquiera de las Partes en cualquier momento puede renunciar a cualquier término o condición de este Contrato que haya sido establecida en su solo beneficio, pero tal renuncia no será efectiva a menos que conste en un documento escrito debidamente suscrito por un representante autorizado. Ninguna renuncia por cualquiera de las Partes de cualquier término o condición de este Contrato será interpretada como una renuncia de cualquier otro término o condición o del mismo término o condición en cualquier ocasión futura.

VIGESIMOCUARTA.MÉRITO

EJECUTIVO. Las Partes acuerdan que las obligaciones señaladas en el presente Contrato prestan mérito ejecutivo, con lo cual, cada una de ellas se obliga al pago incondicional y renuncia de antemano a cualquier tipo de requerimiento judicial, privado o administrativo o de constitución en mora al que haya lugar por su incumplimiento y faculta a la otra parte a hacer exigible el mismo por la vía ejecutiva.

VIGESIMOQUINTA. CLÁUSULA PENAL.

En caso de incumplimiento de las obligaciones previstas en este Contrato, la parte que incumple pagará a la otra la suma de US\$10,000, la cual será exigible de manera inmediata a partir de su causación, lo cual prestará mérito ejecutivo. Es entendido que cláusula penal aquí prevista es de apremio, de manera que el cobro de la misma no excluye ni impide a las partes exigir el cumplimiento de la obligación principal ni el cobro de la totalidad de los

under this Agreement shall not constitute a waiver of such rights or any other right conferred on that party or of those that such party owns.

If legal actions are initiated between the parties with respect to their respective rights and obligations under this Agreement, the winning party shall be entitled to recover the reasonable expenses and fees of its attorneys incurred in the attainment and defense of its rights and obligations arising from the I presented.

TWENTY-THIRD. AMENDMENT AND WAIVERS. This Agreement may only be modified or amended in writing signed by both Parties.

Either Party may at any time waive any term or condition of this Agreement that has been established in its sole benefit, but such waiver shall not be effective unless it is recorded in a duly written document signed by an authorized representative. No waiver by either Party of any term or condition of this Agreement shall be construed as a waiver of any other term or condition or of the same term or condition at any future time.

TWENTY-FOURTH. EXECUTIVE TITLE.

The Parties agree that the obligations set forth in this Agreement provide executive merit, and thus, each of the Parties is obliged to unconditional payment and waives in advance any type of judicial, private or administrative order or constitution in default to the one that has place for its breach and empowers the other party to enforce the same by the executive.

TWENTY-FIFTH. PENALTY CLAUSE.

In the event of breach of the obligations set forth in this Agreement by the Seller, Seller shall pay the Buyer, by way of penalty, the sum of US\$20,000, which shall be due immediately from its causation, which will lend executive

perjuicios ocasionados con el incumplimiento de las obligaciones respectivas.

En el caso de las obligaciones establecidas en el primer número de la cláusula undécima, el Vendedor deberá reconocer al Comprador la suma de US\$10 por cada semilla o clon faltante, y excluirá la suma de US\$ 10,000 considerada como penalización en el párrafo anterior.

VIGESIMOSEXTA. PROPIEDAD INTELECTUAL. Las Partes se comprometen a no utilizar de cualquier forma la propiedad intelectual de las Partes para cualquier propósito diferente al cumplimiento de este Contrato, así como a no utilizar los nombres comerciales, marcas comerciales o marcas de servicios de las Partes en cualquier forma de publicidad ni a divulgar al público cualquier información relativa a los Productos, ni a revelar o publicitar de cualquier otra forma sin el consentimiento previo escrito de la otra Parte.

Para efectos de este Contrato, propiedad intelectual se entiende como todos los derechos de propiedad intelectual e industrial de cualquier tipo o naturaleza, incluyendo pero sin limitarse a todas las (i) variedades genéticas propiedad del Comprador; (ii) invenciones, patentes, solicitudes de patente, divulgación de patentes, divisiones, sustituciones, extensiones y mejoras a las mismas; (iii) signos distintivos, derechos de marca, marcas de servicios, nombres, nombres corporativos, nombres comerciales, nombres de dominio, logotipos, slogans, imagen comercial, y otras designaciones similares de fuente u origen, junto con el goodwill simbolizado por cualquiera de los anteriores de ser aplicables y (vi) secretos empresariales y toda otra información confidencial, información comercial y secretos comerciales (incluyendo información de precios y costos, planes de negocio y mercadeo, y listas de clientes y proveedores), know-how (incluyendo información de técnicas, investigación y desarrollo de cannabis psicoactivo y cannabis no psicoactivo), invenciones, procesos de propietario, formulas, modelos y metodologías.

merit. It is understood that this penalty clause envisaged here is for enforcement, so that the collection thereof does not exclude or prevent the Buyer from demanding compliance with the main obligation or the collection of all the damages caused by the breach of the respective obligations.

In case the obligations set forth in the first numeral of the eleventh clause, the Seller shall acknowledge to the Buyer the sum of US\$10 for each missing seed or clone, and exclude the sum of US\$10,000 considered as a penalty in the previous paragraph.

TWENTY – SIXTH. INTELLECTUAL PROPERTY. Parties agrees not to use the other Party's intellectual property in any way for any purpose other than compliance with this Agreement, and not to use the other Party's trade names, trademarks or service marks in any form of advertising or to disclose to the public any information regarding the Products, nor to reveal or advertise in any other way without the prior written consent of the other Party.

For purposes of this Agreement, intellectual property is understood as all intellectual and industrial property rights of any type or nature, including but not limited to all (i) genetic varieties owned by the Buyer; (ii) inventions, patents, patent applications, patent disclosure, divisions, substitutions, extensions and improvements thereto; (iii) distinctive signs, trademark rights, service marks, names, corporate names, trade names, domain names, logos, slogans, commercial image, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing if applicable and (vi) business secrets and all other confidential information, commercial information and trade secrets (including price and cost information, business and marketing plans, and lists of customers and suppliers), know-how (including information of techniques, research and development of psychoactive cannabis and non-psychoactive

<p>Como el Vendedor es un grupo indígena, todo acto que involucre los conocimientos tradicionales, las expresiones culturales, y los recursos genéticos será utilizado bajo los parámetros de la Organización Mundial de la Propiedad Intelectual OMPI y bajo la autorización previa del Vendedor.</p> <p>VIGESIMOSEPTIMA. USO DE MARCA. El Vendedor por medio del presente Contrato otorga al Comprador, el permiso para usar el término Manasr Misak en los documentos, en sus productos fabricados en razón y vigencia de este Contrato. Este uso no se extiende a un tercero que quiera usar el nombre Manasr Misak en productos para el consumidor final. Las Partes acordarán anualmente una suma económica a ser aportada por cada una al proyecto de clínica Manasr para uso medicinal del cannabis.</p> <p>VIGESIMOCTAVA. COMPROMISO ADICIONAL. Durante la vigencia del presente Contrato, el Comprador acompañará y asistirá al Vendedor en la consecución de créditos para el desarrollo de su negocio, tanto con instituciones financieras como proveedores.</p> <p>VIGESIMONOVENA. ACUERDO COMPLETO. Este Contrato y sus modificaciones posteriores contienen el acuerdo completo de las partes en relación con el objeto del mismo y prevalece sobre cualquier discusión, documento, propuesta o acuerdo anterior.</p>	<p>cannabis), inventions, owner processes, formulas, models and methodologies.</p> <p>As Seller is an indigenous group, any act that involves traditional knowledge, cultural expressions, and genetic resources will be used under the parameters of the World Intellectual Property Organization WIPO and under the prior authorization of the Seller.</p> <p>TWENTY – SEVENTH. BRAND USE. The Seller, by means of this Agreement, grants Buyer the permission to use the brand Manasr Misak in the documents, its finished products manufactured for and during the term of this Agreement. This use does not extend to third parties that may want to use the Manasr Misak in products to the end consumer. The Parties will agree annually on an amount to be contributed and that will be allocated to the Manasr Clinic for medicinal use of cannabis.</p> <p>TWENTY – EIGHTH. ADDITIONAL COMMITMENT. During the term of this Agreement, Buyer will assist the Seller in the attainment of credits for the development of its business, with financial institutions and suppliers.</p> <p>TWENTY – NINTH. COMPLETE AGREEMENT. This Agreement and its subsequent amendments contain the entire agreement of the parties in relation to the object thereof and prevails over any previous discussion, document, proposal or agreement.</p>
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En constancia de lo anterior, el presente Contrato se suscribe a los 17 días del mes de mayo del año 2019, en dos ejemplares del mismo tenor y efecto, uno con destino a cada parte.

El Comprador

El Vendedor

/s/ Juan Fernando Ribero Trujillo
Juan Fernando Ribero Trujillo
C.C. No.: 19.373.929
ONE WORLD PHARMA S.A.S.

/s/ Jorge Edgar Yalanda Tombe
Jorge Edgar Yalanda Tombe
C.C. No.: 10.721.396
PHARMA INDIGENA MISAK MANASR S.A.S.

Anexo Ejemplo ilustrativo de la metodología para definir precios de compra



CONTRATO DE COMPRAVENTA	PURCHASE AGREEMENT
<p>El presente contrato (el “<u>Contrato</u>”) se celebra el 4 de junio de 2019, entre ONE WORLD PHARMA S.A.S. (el “<u>Comprador</u>”) sociedad comercial, identificada con NIT 901.098.493-7, representada en este acto por JUAN FERNANDO RIBERO TRUJILLO, mayor de edad, identificado como aparece al pie de su firma, actuando en su calidad de Presidente, y WALA POPAYAN, asociación identificada con NIT 901.097.549-6, representada en este acto por ARIEL MAIFREDY HUETIO PRIETO, mayor de edad, identificado como aparece al pie de su firma, actuando en su calidad de representante legal (el “<u>Vendedor</u>”) y conjuntamente con el Comprador, las “<u>Partes</u>”) han decidido celebrar el presente Contrato de compraventa previas las siguientes:</p>	<p>This agreement (“<u>Agreement</u>”) is entered into as of June 4th 2019, by and between ONE WORLD PHARMA S.A.S. (“<u>Buyer</u>”), a company incorporated under the laws of Colombia, with tax identification number 9901.098.493-7, represented in this agreement by JUAN FERNANDO RIBERO TRUJILLO, of legal age, identified as it appears below its signature, who acts in his capacity as President and WALA POPAYAN, association identified with tax identification number 901.097.549-6, represented in this document by ARIEL MAIFREDY HUETIO PRIETO of legal age, identified as it appears below its signature, who acts in his capacity of legal representative (the “<u>Seller</u>” and jointly with the Buyer, the “<u>Parties</u>”) have decided to enter into this trading Agreement previous the following</p>
<p style="text-align: center;">CONSIDERACIONES:</p>	<p style="text-align: center;">CONSIDERATIONS</p>
<p>A. Que el presente Contrato se desarrolla dentro del marco conceptual y la normatividad contemplada en la ley 1787 de 2016 (“<u>Ley 1787</u>”), el decreto 613 de 2017 del Ministerio de Justicia y el Ministerio de Salud y Protección Social (“<u>Decreto 613</u>”) y la resolución 579 del 8 de agosto de 2017 del Ministerio de Justicia (“<u>Resolución 579</u>”), sobre la protección a los pequeños y medianos cultivadores, productores y comercializadores nacionales de cannabis medicinal, especialmente a las comunidades campesinas, y los pueblos y comunidades indígenas.</p> <p>B. Que de conformidad con el artículo 3, resolución 579/17 Ministerio de Justicia y del Derecho, se consideran como pequeños y medianos cultivadores, productores y comercializadores nacionales de cannabis medicinal, las personas naturales que cuenten con un área total a destinar al cultivo de cannabis que no supere las 0.5 hectáreas.</p>	<p>A. This Agreement is performed under the regulatory framework and the rules of law 1787 of 2016 (“<u>Law 1787</u>”), decree 613 of 2017 of the Ministry of Justice and the Ministry of Health (“<u>Decree 613</u>”) and resolution 579 from August 8, 2017 from the Ministry of Justice and law (“<u>Resolution 579</u>”), in order to protect the small and medium national farmers, producers and sellers medicinal cannabis, especially the farmers and the indigenous communities.</p> <p>B. According to Article 3, Resolution 579/17 Minister of Justice National small and medium farmers, producers and sellers of medicinal cannabis are individual that are going to grow cannabis in a plot of land that is not bigger than 0.5 hectares.</p>

<p>C. Que el presente Contrato se refiere a la compraventa de cannabis no psicoactivo y, por lo tanto, no existe la obligación de transformar al menos un 10% del cupo asignado anualmente de cannabis proveniente de un titular de licencia de cultivo que corresponda a pequeño o mediano cultivador.</p> <p>D. Que el Vendedor se encuentra inscrito en el listado pequeños y medianos cultivadores nacionales del Ministerio de Justicia y del Derecho de conformidad con el artículo 3, resolución 579/17 Ministerio de Justicia y del Derecho.</p> <p>E. Que mediante la Resolución 1087 del 26 de diciembre de 2017, el Ministerio de Justicia y del Derecho le otorgó licencia de uso de semillas para siembra al Comprador.</p> <p>F. Que mediante la Resolución 1088 del 26 de diciembre de 2017, el Ministerio de Justicia y del Derecho le otorgó licencia para el cultivo de plantas de cannabis no psicoactivo al Comprador.</p> <p>G. Que mediante la Resolución 0015 del 4 de Enero 2018, el Ministerio de Justicia y del Derecho le otorgó licencia para el cultivo de plantas de cannabis psicoactivo al Comprador.</p> <p>H. Que mediante la Resolución 5251 del 20 de diciembre de 2017, el Ministerio de Salud y Protección Social le otorgó licencia para la fabricación de derivados del cannabis al Comprador.</p> <p>I. Que mediante los radicados MJD-OFI-19-001-0271-SCF-3310 y MJD-OFI-19-001-2607-SCF-3310 WALAPOPAYAN solicitó licencia ante el Ministerio de Justicia y de Derecho para el cultivo de plantas de cannabis psicoactivo y no psicoactivo en su orden.</p> <p>J. Que el Vendedor está conformado por indígenas, por tanto son vinculantes los derechos de los Pueblos Indígenas</p>	<p>C. This Agreement is related to the purchase and sale of non-psychoactive cannabis, and therefore, there is no obligation to transform at least 10% of the annually assigned quota from the owner of a cultivation and grow of psychoactive cannabis from a small or a medium farmer.</p> <p>D. The Seller is duly registered in the list of small and medium farmers before the Ministry of Justice according to article. 3, Resolución 579/17 Minister of Justice and Law.</p> <p>E. By means of resolution 1087 from December 26, 2017, the Ministry of Justice issued the use of seeds for sowing license in favor of the Buyer.</p> <p>F. By means of resolution 1088 from December 26, 2017, the Ministry of Justice issued the cultivation and grow of non-psychoactive license in favor of the Buyer.</p> <p>G. By means of resolution 0015 from January 4th, 2018, the Ministry of Justice issued the cultivation and grow of non-psychoactive license in favor of the Buyer.</p> <p>H. By means of resolution 5251 from December 20, 2017, the Ministry of Health issued the production of cannabis derivatives license in favor of the Buyer.</p> <p>I. By means of filings number MJD-OFI-19-001-0271-SCF-3310 y MJD-OFI-19-001-2607-SCF-3310 WALAPOPAYAN requested the Minister of Justice and law license for psychoactive and no psychoactive cultivation, the Ministry of Justice issued the cultivation and grow of non-psychoactive cannabis in favor of the Seller.</p> <p>J. Seller is an entity conformed by indigenous people, and consequently the rights of Indigenous People included within the</p>
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<p>enmarcados en la constitución política de 1991 y la declaración Universal de los Pueblos indígenas de la ONU</p> <p>En consideración a las promesas y compromisos mutuos contemplados en el presente Contrato, las partes acuerdan las siguientes</p> <p style="text-align: center;">CLÁUSULAS</p> <p>PRIMERA. DEFINICIONES. Para todos los efectos del presente Contrato, el Comprador y el Vendedor adoptan las definiciones contenidas en el Capítulo 1, artículo 2.8.11.1.3. del Decreto 613. Cualquier término en mayúscula en el Contrato tendrá el significado descrito en el Decreto 613.</p> <p>SEGUNDA. OBJETO DEL CONTRATO. El objeto del presente Contrato es la compra y venta de flor seca de cannabis psicoactivo y no psicoactivo para uso médico científicos, semillas y grano (los “Productos”) a cambio del precio pactado en la cláusula cuarta de este Contrato. Dicha compraventa estará sujeta a que el Vendedor obtenga la correspondientes licencias de cultivo de cannabis psicoactivo y no psicoactivo ante el Ministerio de Justicia y del Derecho, para lo cual deberá enviar una copia de la respectiva resolución al Comprador.</p> <p>TERCERA. AREAS DE CULTIVO. El Vendedor tendrá su cultivo en el municipio de Popayán Cauca y estará demarcado de acuerdo con las licencias otorgadas al Vendedor</p> <p>Los Productos se sembrarán bajo cubierta, con riego por cinta o goteo, nunca aspersión, usando control de plagas de origen orgánico o natural, sin fertilización química que propicie la acumulación de nitratos y residuos en las sumidades floridas. La utilización de cualquier otro tipo de control de plagas o fertilizantes tiene que ser solicitada por escrito por el Vendedor y autorizada también por escrito por el comprador, previamente a su utilización. Los costos para construir y mantener la infraestructura antes descrita, así como los</p>	<p>Political Constitution of 1991 and the Universal Declaration of Indigenous People of ONU.</p> <p>Due to the foregoing and the obligations set forth in this Agreement, the Parties agree on the following</p> <p style="text-align: center;">CLAUSES</p> <p>FIRST. DEFINITIONS. For purposes of this Agreement, Seller and Buyer are going to use the definitions included in Chapter 1, article 2.8.11.1.3 of Decree 613. Any capitalized term in this Agreement is going to have the meaning described in Decree 613.</p> <p>SECOND. PURPOSE OF THE AGREEMENT. The purpose of this agreement is the purchase and sale of psychoactive and non-psychoactive cannabis dry flowers for medicinal and scientific research purposes, seeds and grain (the “Products”) in exchange of the price set forth in this Agreement in clause fourth. Such purchase and sale will be subject to the obtention by the Seller of the cultivation and grow of psychoactive and non-psychoactive cannabis licenses before the Ministry of Justice and Law, for which the Seller shall deliver a copy of the relevant resolution to Buyer.</p> <p>THIRD. CULTIVATION AREAS. The Seller is going to have its cultivation in Popayán Cauca within the extension of the obtained licenses</p> <p>The Products will be planted under cover, with irrigation by tape or drip, never spraying, using pest control of organic or natural origin, without chemical fertilization that promotes the accumulation of nitrates and residues in the tops flowery. The use of any other type of pest or fertilizer control must be requested in writing by the Seller and authorized in writing by the buyer, prior to its use. The costs to build and maintain the infrastructure described above, as well as the costs of all the inputs for the crop, will be borne by the Seller.</p>
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<p>costos de todos los insumos para el cultivo, serán asumidos por el Vendedor.</p> <p>De conformidad con el artículo 2.8.11.10.3 del decreto 613 de 2017 el Vendedor deberá acogerse a los protocolos de seguridad para los pequeños y medianos cultivadores diseñados por el Ministerio de Justicia.</p> <p>CUARTA. PRECIOS.</p> <p>El Comprador venderá al Vendedor las semillas o esquejes, según el caso, necesarias para cultivar los Productos a un precio que será determinado por las Partes de conformidad con las condiciones de mercado y el cual será pagadero en (a) los 10 días siguientes a la fecha de recibo y aceptación de la cosecha por parte del Comprador o (b) dentro del año siguiente a la entrega de las semillas del Comprador al Vendedor, lo que ocurra primero. Una vez el Vendedor entregue la respectiva cosecha al Comprador, el valor de cada cosecha se definirá de conformidad con los precios del mercado y con base en la calidad en concentración de THC y/o CBD presentes en las unidades floridas.</p> <p>Los precios se liquidarán en COP\$ a la tasa representativa del mercado de la fecha de factura. Los precios se revisarán semestralmente y se ajustarán de acuerdo con las condiciones justas de mercado. Lo anterior, siempre que dichos Productos cumplan con los estándares de calidad establecidos por el Comprador.</p> <p>Para efectos de determinar las concentraciones de THC y/o CBD en los Productos, se tomará una muestra de la respectiva cosecha y la misma será enviada a un laboratorio acreditado internacionalmente y/o un laboratorio acreditado en Colombia con técnicas validas según requerimientos y estándares internacionales para tales efectos y el costo del análisis de la muestra por el laboratorio, así como el valor de la muestra será asumido por las partes. Las Partes acuerdan que el tiempo que tome llevar a cabo el análisis debe garantizar la no afectación del ciclo del cultivo</p>	<p>In accordance with article 2.8.11.10.3. of Decree 613 of 2017, the Seller must abide by the security protocols for small and medium growers designed by the Ministry of Justice.</p> <p>FOURTH. PRICE.</p> <p>The Buyer will sell to the Seller the seeds or cuttings, as the case may be, required to grow the Products for a price that will be determined based on market conditions and that is going to be payable in (a) the following 10 days after the harvest is received and accepted by Buyer or (b) within the following 6 months after the Buyer has delivered the seeds to the Sellers, whichever occurs first. Once the Seller delivers the harvest to the Buyer, the price of each crop is going to be determined in accordance with the market conditions and based on the THC and/or CBD present in the respective crop.</p> <p>The prices will be settled in COP\$ at the representative market rate of the invoice date. The prices will be reviewed every six months and adjusted according to the fair market conditions. The foregoing provided that such Products meet the quality standards set forth by the Buyer</p> <p>In order to determine the concentration of THC and/or CBD in the Products, a sample of the respective harvest will be taken and it will be sent to a laboratory internationally accredited for such purposes, and/or a Colombian laboratory with valid techniques in accordance to international standards, and the cost of the analysis of the sample by the laboratory as well as the value of the sample will be assumed by the Parties. The Parties agree that during time required to do the analysis the crop if not going to be affected</p>
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<p>QUINTA. PLAN DE CULTIVO. El Vendedor se compromete a adoptar el plan de cultivo que hará parte del presente Contrato y el cual deberá contener el cronograma de trabajo, los procedimientos agrícolas que serán implementados en el área de cultivo y la cantidad estimada de semilla para siembra y de plantas de cannabis que serán cultivadas.</p> <p>Para efectos de la presente cláusula, deberán quedar plenamente determinados los insumos agrícolas y los sustratos por utilizar y los términos de su aplicación.</p> <p>SEXTA. PROCEDENCIA DE LAS SEMILLAS PARA SIEMBRA. Las semillas o esquejes para siembra serán suministradas por el Comprador en la zona de cultivo como plantas germinadas de 6 hojas, de la variedad o híbrido seleccionada por el Comprador. El nombre y características técnicas de las variedades suministradas serán especificadas al momento de la entrega. El Vendedor se obliga a almacenar las semillas entregadas por el Comprador en almacenamiento refrigerado, atendiendo las condiciones exigidas por el ICA para este efecto.</p> <p>El Comprador entregará semillas o esquejes al Vendedor para su cuidado y custodia y respecto de las cuales el Vendedor se obliga a entregar al comprador todo el producto de la respectiva cosecha, junto con los registros y análisis de causas de las pérdidas de semillas, esquejes y plantas.</p> <p>De igual forma, el Vendedor se obliga a utilizar las semillas entregadas por el Comprador única y exclusivamente para el cumplimiento del objeto del presente Contrato. Cualquier uso no autorizado de las semillas dará lugar a la imposición de la cláusula penal señalada en la cláusula 25 de este Contrato.</p> <p>SÉPTIMA. TÉCNICAS Y PROCEDIMIENTOS PARA EL CULTIVO Y RECOLECCIÓN DE LAS SUMIDADES FLORIDAS, SEMILLAS Y GRANO. El Comprador realizará capacitaciones periódicas</p>	<p>FIFTH. CULTIVATION PLAN. The Seller agrees to adopt the cultivation plan that will be part of this Contract and which must contain the work schedule, the agricultural procedures that will be implemented in the cultivation area and the estimated amount of seeds required for planting and cannabis plants that will be grown.</p> <p>For the purposes of this clause, the agricultural inputs and the substrates to be used and the terms of their application must be fully determined.</p> <p>SIXTH. ORIGIN OF THE SEEDS FOR SOWING. The seeds or cuttings for sowing will be supplied in the cultivation zone by the Buyer as germinated plants of 6 leaves, of the variety or hybrid selected by the Buyer. The name and technical characteristics of the varieties supplied will be specified at the time of delivery. The Seller undertakes to store the seeds delivered by the Buyer in cold storage, following ICA requirements.</p> <p>The Buyer will deliver seeds or cuttings to the Seller for their care and custody and for which the Seller is obliged to deliver to the buyer all the product of the respective harvest, together with the records and analysis of causes of the losses of seeds, cuttings and plants.</p> <p>Likewise, the Seller undertakes the obligation to use the seeds delivered by the Buyer solely and exclusively for the fulfillment of the purpose of this Agreement. Any unauthorized use of the seeds will result in the imposition of the penalty clause indicated in clause 25th of this Agreement.</p> <p>SEVENTH. TECHNIQUES AND PROCEDURES FOR THE CULTIVATION AND COLLECTION OF FLORID SUMMS, SEEDS AND GRAIN. The Buyer will carry out periodic training in the topics of crop</p>
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<p>en los temas de manejo del cultivo y el Vendedor deberá asistir a las capacitaciones programadas por el Comprador donde se le instruirá sobre las siguientes actividades:</p> <ul style="list-style-type: none"> • Técnicas de cultivo, cosecha y postcosecha • Manejo de PH del agua, medición de pH, corrección de pH • Conductividad eléctrica del agua y la solución fertilizante • Promoción y formación de raíces • Podas de formación • Fertilización de crecimiento • Identificación de flores Macho hembras y Hermafroditas. • Control biológico y orgánico de plagas y enfermedades • Fertilización de plantas en floración • Punto de maduración de sumidades floridas • Limpieza de exceso de sales precosecha 	<p>management and the Seller will be obliged to attend the training scheduled by the Buyer where he will be instructed on the following activities:</p> <ul style="list-style-type: none"> • Techniques to include per/post-harvest. • Water pH management, pH measurement, pH correction • Electrical conductivity of water and fertilizer solution • Promotion and formation of roots • Training pruning • Fertilization of growth • Identification of male female flowers and Hermaphrodites. • Biological and organic control of pests and diseases • Fertilization of flowering plants • Maturity point to flowering tops • Cleaning of excess pre-harvest salts
<p>Se deja expresa constancia que todas las indicaciones hechas en las capacitaciones serán de obligatorio cumplimiento para el Vendedor.</p>	<p>It is expressly stated that all the indications made in the training will be mandatory for the Seller.</p>
<p>OCTAVA. CONTROL DE CANNABINOIDES. El control de los cannabinoides, se determinará por medio de metodologías analíticas validadas para definir el contenido de tetrahidrocannabinol (THC), cannabidiol (CBD) y cannabinol (CBN) en toda cosecha de cannabis y en cada lote de derivado que el Vendedor produzca.</p>	<p>EIGHT. CANNABINOID CONTROL. The control of cannabinoids will be determined by means of validated analytical methodologies to define the content of tetrahydrocannabinol (THC), cannabidiol (CBD) and cannabinol (CBN) in every cannabis harvest and in each batch of derivatives that the Seller produces.</p>
<p>La sociedad DigipathLabs S.A.S. o una empresa debidamente acreditada en Colombia determinada por el Comprador será quien ejercerá el control señalado anteriormente, debiendo documentar las metodologías que se utilizarán para tal fin, incluyendo, pero sin limitarse a la curva de calibración, su límite de detección, límite de cuantificación y demás parámetros conforme a la práctica de la química analítica y de conformidad con el Artículo 2.8.11.2.1.11. del decreto 613/17 del Ministerio de Salud y Protección Social.</p>	<p>The company Digipath Labs S.A.S or a duly accredited company in Colombia selected by the Buyer, will be the entity in charge of exercising the control indicated above, undertaking the obligation to document the methodologies used for that purpose, including but not limited to the calibration curve, its limit of detection, limit of quantification and other parameters according to the practice of analytical chemistry, and according to Article 2.8.11.2.1.11. of decree 613/17 of The Ministry of Health and Social Security.</p>
<p>Son causales de rechazo del grano o producto generado por el Vendedor, cualquiera de las siguientes:</p>	<p>Rejection of the grain or product generated by the Seller is caused by any of the following:</p>

<ul style="list-style-type: none"> • Si el análisis contiene metales pesados o pesticidas; • Si el análisis contiene residuos de pesticidas órganos fosforados, órganos clorados o carbamatos; • Si el análisis contiene residuos de microorganismos como <i>Escherichiacoli</i>, <i>Salmonella</i>, <i>rhizhopus</i>, <i>aspergillus</i> entre otros. <p>NOVENA. ENTREGA Y CALIDAD. El Vendedor entregará el Producto dentro de los 3 días calendario siguientes a los que el control de cannabinoides haya sido realizado y aprobado por DigipathLabs S.A.S. u otro laboratorio acreditado en Colombia y escogido por el comprador</p> <p>Para efectos de la entrega, el producto de cada cultivo deberá cumplir con los estándares de calidad que determine el comprador.</p> <p>La entrega será realizada en el municipio de Popayán.</p> <p>En caso de que el producto haya sido rechazado, según las causas estipuladas en la cláusula 8, el Comprador no lo recibirá y no le generará ninguna obligación de compra, pago o indemnización alguna al Vendedor. En todo caso el Vendedor responderá por el valor de las semillas o esquejes y lo cancelará al Comprador oportunamente. En este evento, el Vendedor se obliga, además, a no comercializar el producto para extracción de aceites medicinales.</p> <p>Si el producto no cumple con los contenidos predeterminados de CBD y/o de THC, las partes se comprometen a acordar el destino del mismo y en cualquier caso el comprador tendrá la primera opción para negociarlo. De no ejercer el Comprador el derecho de preferencia inmediatamente, el vendedor deberá notificar al Comprador de cualquier oferta que reciba para permitirle ejercer un nuevo derecho de preferencia.</p> <p>DÉCIMA. PERSONAL. El Vendedor actúa de manera autónoma e independiente, sin sujeción a ningún tipo de subordinación por parte del</p>	<ul style="list-style-type: none"> • If the analysis contains heavy metals or pesticides; • If the analysis contains pesticide residues, phosphorus organs, chlorinated organs or carbamates; • If the analysis contains residues of microorganisms such as <i>Escherichiacoli</i>, <i>Salmonella</i>, <i>rhizhopus</i>, <i>aspergillus</i>, among others. <p>NINTH. DELIVERY AND QUALITY. The Seller will deliver the Product within the 3 calendar days following which the control of cannabinoids has been carried out and approved by Digipath Labs S.A.S. or other laboratory accredited in Colombia and selected by the Buyer</p> <p>For delivery purposes, the Product must comply with the quality and presentation standards specified by the Buyer</p> <p>The delivery will be at Popayan municipality.</p> <p>In the event that the product has been rejected, according to the causes stipulated in clause 8, the Buyer will not receive it and it will not generate any obligation of purchase, payment or compensation to the Seller. In any case the Seller will respond for the value of the seeds or cuttings and will cancel it to the Buyer in a timely manner. In this event, the Seller is obliged, in addition, not to commercialize the product for extraction of medicinal oils.</p> <p>If the product does not reach the predetermined contents of CBD and/or THC, the parties undertake to agree the destination of the same, and in any case the buyer will have the first option to negotiate it. If the Buyer does not exercise the right of preference immediately, the seller must notify the buyer of any offer he receives in order to enable the Buyer to exercise a new right of preference.</p> <p>TENTH. PERSONNEL. The Seller acts autonomously and independently, without being subject to any kind of subordination by the</p>
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<p>Comprador. El Vendedor es una persona jurídica independiente y nada de lo aquí contenido será interpretado en el sentido de constituir una relación distinta a la puramente comercial con el Comprador. Entre el Vendedor y el Comprador no existe relación laboral o de subordinación alguna en cuanto a tiempo, modo y sistema de prestación del servicio encomendado. En consecuencia, este Contrato se regirá por las normas del derecho civil y comercial.</p>	<p>Buyer. The Seller is an independent legal entity, and nothing contained herein shall be construed as constituting a relationship other than purely commercial relationship with the Buyer. There is no employment relationship or subordination between the Seller and the Buyer in terms of time, manner and system of provision of the entrusted service. Accordingly, this Agreement will be governed by the rules of civil and commercial law.</p>
<p>Debido a que el Vendedor no es un empleado del Comprador, el Vendedor reconoce que no tiene derecho a los beneficios laborales disponibles para los empleados del Comprador.</p>	<p>Because the Seller is not an employee of the Buyer, the Seller acknowledges that it is not entitled to the labor benefits available to the Buyer's employees.</p>
<p>El Vendedor será exclusivamente responsable del pago de la retribución total pagadera a sus empleados con respecto al objeto de este Contrato, incluyendo los gastos y beneficios asociados con sus empleos.</p>	<p>The Seller shall be exclusively responsible for the payment of the total remuneration payable to its employees with respect to the object of this Agreement, including the expenses and benefits associated with their employment.</p>
<p>El personal que contrate el Vendedor para el desarrollo agronómico y del cumplimiento del presente Contrato debe ser idóneo y conocer de las actividades del cultivo del cannabis. El Comprador podrá validar en cualquier momento la idoneidad del personal del Vendedor y solicitar el cambio del mismo en caso de que lo considere necesario.</p>	<p>The personnel contracted by the Seller for the agronomic development and compliance with this Agreement must be suitable and know about the activities of the cultivation of cannabis. The Buyer may validate at any time the suitability of the Seller's personnel and request the change of the same in case he considers it necessary.</p>
<p>DECIMOPRIMERA. OBLIGACIONES DEL VENDEDOR: El Vendedor se obliga a:</p>	<p>ELEVENTH. DUTIES OF THE SELLER. The seller undertakes the following duties:</p>
<ol style="list-style-type: none">1. Entregar al Comprador como parte de la cosecha, la totalidad del producto cosechado sin reservarse para uso propio o de terceros semillas o material de propagación;2. Acogerse y cumplir con todas las obligaciones y deberes establecidos en la ley y en las demás disposiciones expedidas por la Superintendencia de Economía Solidaria que son obligatorias para cualquier cooperativa;3. Dar cumplimiento a lo dispuesto en el Decreto 613y en las resoluciones 577 y 578 de 2017 del Ministerio de Justicia y del Derecho;	<ol style="list-style-type: none">1. To deliver to the Buyer the whole product of the crop without reserving for own use or of third seeds or propagation material;2. To accept and comply with all the obligations and duties established in the law and in the other dispositions issued by the Superintendency of Solidary Economy that are obligatory for any cooperative;3. Comply with the provisions of Decree 613 and resolutions 577 and 578 of 2017 of the Ministry of Justice and Law;

<ol style="list-style-type: none"> 4. Proteger la mano de obra local dándole empleo preferentemente a las comunidades indígenas y campesinas; 5. Darle cumplimiento al plan de cultivo entregado por el Comprador y que hace parte de este Contrato; 6. Llevar el registro de movimientos que trata el artículo 17 de la resolución 577 de 2017; 7. Presentar los informes periódicos de que trata el artículo 18 de la resolución 577 de 2017 del Ministerio de Justicia y del Derecho; 8. Someter el Producto al control de cannabinoides de que trata el artículo 8 de este Contrato; 9. Tener el protocolo propio para la disposición final y la eliminación de los residuos (Decreto. 613/17 art. 2.8.11.2.1.13.) 10. Adoptar el protocolo de seguridad diseñado por el Ministerio de Justicia y del Derecho, de conformidad con el artículo 2.8.11.10.3.del Decreto 613; 11. Atender el pago de salarios, prestaciones y demás obligaciones que le impone la legislación laboral, como la seguridad social y los parafiscales así como los de carácter civil con los subcontratistas; 12. Suministrar al Comprador la flor seca y el grano en las cantidades, tiempos y precios pactados en este Contrato; 13. Permitir al Comprador la vigilancia y el control del cultivo y su cosecha así como de todo el desarrollo de la actividad agronómica. En virtud de esta obligación el Comprador podrá ingresar en cualquier momento al área de cultivo del Vendedor y supervisar la operación realizada por este último; 14. Asistir a todas las capacitaciones convocadas por el Comprador implementar todas las recomendaciones indicadas en ellas. 	<ol style="list-style-type: none"> 4. Protect local labor by giving preference to indigenous and farmers; 5. Comply with the cultivation plan supplied by the Buyer that is part of this Agreement; 6. Keep the register of movements mentioned in article 17 of resolution 577 of 2017; 7. File the periodic reports referred to in article 18 of resolution 577 of 2017 of the Ministry of Justice and Law; 8. Submit the Product to the control of cannabinoids referred to in Article 8 of this Contract; 9. Implement the proper protocol for the final disposal and disposal of waste; (Decree. 613/17 art. 2.8.11.2.1.13.) 10. Implement the security protocol designed by the Ministry of Justice and Law, in accordance with article 2.8.11.10.3. of Decree 613; 11. Pay the salaries, benefits and other obligations imposed by labor legislation, such as social security and parafiscal as well as those of a civil nature with subcontractors; 12. Provide the Buyer with the dried flower and grain in the quantities, times and prices agreed in this Contract; 13. Allow the Buyer to monitor and control the crop and its harvest as well as all the development of the agronomic activity. By virtue of this obligation, the Buyer may enter at any time the area of cultivation of the Seller and supervise the operation carried out by the latter; 14. Attend all the training sessions convened by the Buyer and implement all the recommendations indicated therein.
<p>DECIMOSEGUNDA. OBLIGACIONES DEL COMPRADOR. El Comprador se obliga a:</p>	<p>TWELFTH. DUTIES OF THE BUYER. The Buyer undertakes the following duties:</p>

<ol style="list-style-type: none">1. Como titular de la licencia de fabricación de derivados de cannabis, dar cumplimiento a las obligaciones emanadas de dicha licencia;2. Proporcionar al Vendedor la experiencia técnica para hacer crecer los Productos. En particular, el Comprador proporcionará al Vendedor la genética estable para cultivar los productos y la educación continua sobre las mejores prácticas para el cultivo de los Productos;3. Suministrarle al Vendedor las semillas feminizadas o esquejes necesarias para poder atender los pedidos realizados al Vendedor en los tiempos y las cantidades requeridas;4. Pagarle al Vendedor el valor de la respectiva cosecha de conformidad con los términos y condiciones de la cláusula cuarta de este Contrato;5. Ejercer la supervisión técnica integral de las áreas de cultivo que hacen parte de este Contrato, del cultivo de plantas de cannabis y, en general, de todas las actividades objeto del presente Contrato;6. Realizar las capacitaciones descritas en el presente Contrato.7. Atender los requerimientos de asistencia técnica del Vendedor.8. Darle acceso al Vendedor a los resultados de laboratorio. <p>DECIMO TERCERA. DURACIÓN. El término de este Contrato será válido durante la duración de la licencia de cultivo de cannabis no psicoactivo obtenida por el Comprador, salvo que sea terminado con anterioridad conforme a otras estipulaciones aplicables de este Contrato.</p> <p>El presente Contrato podrá ser prorrogado por el mismo periodo mediante acuerdo escrito de las Partes y suscrito con al menos un mes de anticipación antes del comienzo de cada plazo de un año.</p> <p>Cualquiera de las partes podrá dar por terminado el presente Contrato antes de su vencimiento, sin que de ello derive multa o indemnización a su cargo, enviando una</p>	<ol style="list-style-type: none">1. As holder of the license to produce cannabis derivatives, comply with the obligations arising from said license;2. Provide the Seller with the technical expertise to grow the Products. In particular, the Buyer shall provide the Seller with the stabilized genetics to cultivate the products and the continuing education on the best practices for the cultivation of the Products;3. Provide the Seller with the necessary feminized seeds or clones to be able to meet the orders placed with the Seller in the times and quantities required;4. Pay the Seller the price for the respective harvest in accordance with the terms and conditions of clause four of this Agreement;5. To exercise the integral technical supervision of the cultivation areas that are part of this Agreement, of the cultivation of cannabis plants and, in general, of all the activities object of this Agreement;6. Perform the training described in this Agreement.7. Attend the technical assistance requirements of the Seller.8. Give the Seller access to the laboratory results <p>THIRTEENTH. TERM. The term of this Agreement shall be valid for the duration of the non-psychoactive cannabis cultivation license issued in favor of the Buyer, unless it is terminated in advance pursuant to other applicable provisions of this Agreement.</p> <p>This Agreement may be extended for the same period by written agreement of the Parties and signed at least one month in advance before the beginning of each term of one year.</p> <p>The parties may terminate this Agreement before its expiration, without resulting in a fine or indemnity at its expense, by sending a written notice to the Seller one hundred and eighty</p>
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<p>comunicación escrita al Vendedor con ciento ochenta (180) días de anticipación a la fecha prevista de terminación. Las Partes por el presente acuerdan que la terminación contemplada en esta cláusula fue expresamente negociada y acordada, y que (i) esta forma de terminación no será considerada injusta, y por lo tanto no constituirá razón alguna para cualquier tipo de indemnización, y (ii) el aviso previo por escrito de ciento ochenta (180) días es razonable.</p> <p>No obstante lo anterior, el presente Contrato podrá darse por terminado con justa causa en cualquiera de los siguientes eventos:</p> <ol style="list-style-type: none">1. Que el Vendedor incumpla con las obligaciones y deberes que le implican tener tal calidad establecidas por la Superintendencia de Economía Solidaria;2. Que el Vendedor incumpla lo dispuesto en el Decreto 613 y en las resoluciones 577 y 578 del 2017 del Ministerio de Justicia y del Derecho;3. Que el Vendedor no de cumplimiento al plan de cultivo que hace parte de este Contrato;4. Que el Vendedor no someta el Producto al control de cannabinoides de la cláusula 8 de este Contrato (Decreto. 613/17 art. 2.8.11.2.1.13.);5. Que el Vendedor no tenga el protocolo propio para la disposición final y la eliminación de los residuos(Decreto. 613/17 art. 2.8.11.2.1.11)6. Que el Vendedor no le entregue al Comprador el producto total de la cosecha las cantidades, calidades y tiempos y precios pactados en este Contrato;7. Que el Vendedor no le pague al Comprador el valor de la semilla entregada en los plazos establecidos en este Contrato;	<p>(180) days in advance of the expected date of termination. The Parties hereby agree that the termination contemplated in this clause was expressly negotiated and agreed, and that (i) this form of termination will not be considered unfair, and therefore will not constitute any reason for any type of compensation, and (ii) prior written notice of one hundred and eighty (180) days is reasonable.</p> <p>Notwithstanding the foregoing, this Agreement may be terminated with just cause in any of the following events:</p> <ol style="list-style-type: none">1. Seller fails to comply with the obligations and duties that imply having the quality of cooperative in the terms established by the Superintendence of Solidary Economy;2. Seller fails to comply with the terms and conditions set forth in Decree 613 and resolutions 577 and 578 of 2017 of the Ministry of Justice and Law;3. Seller does not comply with the cultivation plan that is part of this Agreement;4. Seller does not submit the Product to the control of cannabinoids of clause 8 of this Agreement; (Decree. 613/17 art. 2.8.11.2.1.13.)5. Seller does not have its own protocol for the final disposal and disposal of waste; (Decree. 613/17 art. 2.8.11.2.1.11)6. Seller does not deliver to the Buyer the total produce of the crop in the quantities, quality, times and prices agreed in this Contract;7. Seller does not pay the Buyer the price of the seed delivered within the terms established in this Agreement;
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<p>8. Que el Vendedor no le permita al Comprador ejercer la supervisión técnica integral de las áreas de cultivo que hacen parte de este Contrato, del cultivo de plantas de cannabis y, en general, de todas las actividades desde un enfoque de trazabilidad;</p> <p>9. Que el Comprador incumpla con los pagos de la compra al Vendedor en los tiempos y precios pactados en este Contrato;</p> <p>En caso de presentarse alguna de las causales señaladas anteriormente, la parte incumplida tendrá un plazo de quince (15) días para subsanar dicho incumplimiento. En caso que durante este período de tiempo la parte incumplida no subsane el incumplimiento, la parte cumplida podrá dar por terminado el presente Contrato.</p> <p>DECIMOCUARTA. PREVENCIÓN DE LAVADO DE ACTIVOS Y FINANCIACIÓN DEL TERRORISMO. Las partes manifiestan bajo la gravedad de juramento, que los recursos que componen su patrimonio y el de los demás pequeños y medianos cultivadores no provienen de lavado de activos, financiación del terrorismo, narcotráfico, captación ilegal de dineros y en general de cualquier actividad ilícita; de igual manera manifiesta que los recursos recibidos en desarrollo de este Contrato, no serán destinados a ninguna de las actividades antes descritas.</p> <p>Para efectos de lo anterior, las partes podrán consultar los listados, sistemas de información y bases de datos a los que haya lugar para la verificación de este riesgo.</p> <p>En caso que el Vendedor incumpla cualquiera de las obligaciones señaladas en la presente cláusula, el Comprador tendrá la facultad de dar por terminado el presente Contrato e ingresar al área de cultivo para recoger todas las semillas entregadas en virtud del presente Contrato y en caso de ser necesario, tomar el control de la operación y servicios prestados por el Vendedor.</p>	<p>8. Seller does not allow the Buyer to exercise full technical supervision of the cultivation areas that are part of this Agreement, of the cultivation of cannabis plants and, in general, of all the activities from a traceability approach;</p> <p>9. Buyer fails to comply with the purchase payments to the Seller in the times and prices agreed in this Contract;</p> <p>In case one of the causes mentioned above occurs, the breaching party will have a period of fifteen (15) days to correct said breach. In the event that during this period of time the breaching party does not remedy such breach, the complying party may terminate this Agreement.</p> <p>FOURTEENTH. PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM. The parties state under the seriousness of oath, that the resources that make up its assets and that of the other small and medium-sized farmers do not come from money laundering, terrorism financing, drug trafficking, illegal collection of money and, in general, any illicit activity; likewise, it states that the resources received in the development of this Agreement will not be used for any of the activities described above.</p> <p>For purposes of the foregoing, the Parties may consult the listings, information systems and databases that may be used to verify this risk.</p> <p>In the event that Seller fails to comply with any of the obligations set forth in this clause, the Buyer shall have the power to terminate this Agreement and enter the cultivation area to collect all the delivered seeds under this Agreement and, if applicable, take control of the operation and services provided by the Seller.</p>
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<p>DECIMOQUINTA. SUPERVISIÓN DEL CULTIVO. La supervisión técnica integral de las áreas de cultivo que hacen parte de este Contrato, del cultivo de plantas de cannabis no psicoactivo y, en general, de todas las actividades y desarrollo del proceso, será ejercida por el Comprador o la persona que para estos efectos designe el Comprador.</p>	<p>FIFTEENTH. SUPERVISION OF THE CROP. The technical supervision of the cultivation areas that are part of this Agreement, the crop of non-psychoactive cannabis plants and, in general, of all the activities and process development, will be exercised by the Buyer or the person that for these purposes the Buyer designates.</p>
<p>DECIMOSEXTA. CESION DEL CONTRATO. De conformidad con el parágrafo 1 del artículo 2.8.11.2.1.1 del Decreto 613, cualquier licencia relacionada con el cannabis no puede transferirse, transmitirse o cederse a ningún título y, por tanto, el Vendedor no podrá ceder el presente Contrato.</p>	<p>SIXTEENTH. ASSIGNMENT OF THE AGREEMENT. In accordance with paragraph 1 of article 2.8.11.2.1.1 of Decree 613, the any cannabis license cannot be transferred or assigned under any title and, therefore, the Seller cannot assign this Agreement.</p>
<p>DECIMOSEPTIMA. INDEMNIDAD. El Vendedor asume toda la responsabilidad por los daños y perjuicios de cualquier naturaleza que se deriven de la ejecución del Contrato, de sus empleados, subcontratistas o subcontratistas de los subcontratistas, hasta por culpa levisima, y en consecuencia se obliga a indemnizar, defender y mantener indemne al Comprador, sus socios, agentes, empleados, contratistas y cualquier persona con la que tenga un vínculo jurídico, por cualquier acción, reclamo, demanda, pérdida, obligación, daño, costos y/o costas, que pueda sufrir, como resultado de algún incumplimiento de las obligaciones contractuales o legales surgidas en virtud del contrato, o por cualquier reclamación judicial o extrajudicial por razón de actos u obligaciones que son de su responsabilidad de conformidad con lo dispuesto en este Contrato. El Vendedor se obliga a asumir los gastos, costos expensas, penalidades, multas que con ocasión del Contrato se presenten.</p>	<p>SEVENTEENTH. INDEMNITY. Seller assumes all responsibility for damages of any nature arising from the execution of the Agreement, its employees, subcontractors or subcontractors of subcontractors, even for very <i>culpa levisima</i>, and consequently is obliged to indemnify, defend and hold harmless the Buyer, its partners, agents, employees, contractors and any person with whom it has a legal relationship, for any action, claim, demand, loss, obligation, damage, costs and / or costs, that may suffer, as a result of any breach of contractual or legal obligations arising under the contract, or by any judicial or extrajudicial claim due to acts or obligations that are its responsibility in accordance with the provisions of this Agreement. The Seller is obliged to assume the costs, expenses, penalties, fines that arise on the occasion of the Agreement.</p>
<p>La obligación de indemnidad asumida por las Partes en el Contrato es continua y subsistirá por 1 años contados a partir de su terminación.</p>	<p>The obligation of indemnity assumed by the Parties to this Agreement is continuous and will subsist for 1 year counted from its termination.</p>
<p>Cuando el Comprador sea condenado a cualquier pago por las razones antes enunciadas en desarrollo del Contrato, el Vendedor deberá pagar tales valores al Comprador dentro de los diez (10) días siguientes a la notificación que hiciera el Comprador del mismo. En caso</p>	<p>When the Buyer is obliged to any payment for the reasons stated above in the performance of the Agreement, Seller shall pay such values to the Buyer within ten (10) days following the notification made by the Buyer thereof. Otherwise, the Buyer may deduct such amounts</p>

<p>contrario, el Comprador podrá descontar tales sumas de las que deba pagar al Vendedor. La presente disposición es igualmente aplicable a aquellos casos en los cuales el Comprador suscriba acuerdos de conciliación o transacción sobre las sumas de dinero que el Comprador resulte obligado a pagar en dichos acuerdos.</p>	<p>from which it must pay the Seller. This provision is equally applicable to those cases in which the Buyer enters into conciliation or transaction agreements on the sums of money that the Buyer is obliged to pay in said agreements.</p>
<p>El Vendedor se compromete a defender al Comprador de todo reclamo judicial o extrajudicial, por las razones antes enunciadas, originado en el desarrollo del Contrato y a reconocer los costos relacionados con dicha defensa, incluidos honorarios de abogado.</p>	<p>The Seller undertakes the obligation to defend the Buyer from any judicial or extrajudicial claim, for the reasons stated above, arising from the performance of the Agreement and to pay the costs related to said defense, including attorney's fees.</p>
<p>La indemnidad pactada en la presente cláusula a favor del Comprador se extiende a quienes en virtud de la ley se consideran como filial, afiliada, subsidiaria, matriz o asociada.</p>	<p>The indemnity agreed in this clause in favor of the Buyer extends to those who by virtue of the law are considered as a subsidiary, affiliate, subsidiary, parent or associate.</p>
<p>El Vendedor responderá por los actos de sus empleados y sus subcontratistas como si hubiesen sido causados por el Vendedor. El Comprador solo responderá por daños que sean consecuencia de culpa grave o dolo, imputables a sí mismo.</p>	<p>The Seller will respond for the acts of its employees and its subcontractors as if they had been caused by the Seller. The Buyer shall only be liable for damages resulting from gross negligence or fraud, attributable to itself.</p>
<p>El Vendedor autoriza al Comprador a descontar el valor de los daños que se causen y que se encuentren soportados del saldo a favor que tenga el Comprador con el Vendedor.</p>	<p>The Seller authorizes the Buyer to deduct the value of the damages that are caused and that are supported of the balance in favor that the Buyer has with the Seller.</p>
<p>En caso de que por algún evento se le atribuya responsabilidad al Comprador, o a sus filiales, afiliadas, subsidiarias o asociadas, ninguna responderá por lucro cesante ni por daños o perjuicios indirectos; y de ser responsable, ante cualquier circunstancia o por daño emergente, su responsabilidad estará limitada al valor del Contrato.</p>	<p>In the event that for any event responsibility is attributed to the Buyer, or its affiliates, affiliates, subsidiaries or associates, none will be liable for lost profits or for indirect damages or losses; and to be liable, in case of any circumstance or for emergent damage, its responsibility will be limited to the value of the Contract.</p>
<p>DECIMOCTAVA CONFIDENCIALIDAD. El Vendedor se obliga a no publicar ni divulgar a ningún tercero, y a no utilizar en beneficio propio o de un tercero o en detrimento del Comprador, la Información Confidencial que conozca en virtud de la ejecución del presente Contrato. Esta obligación permanecerá vigente y en efecto durante todo el término del presente contrato y durante cinco (5) años más.</p>	<p>EIGHTEENTH. CONFIDENTIALITY. The Seller undertakes not to publish or disclose to any third party, and not to use for his own benefit or that of a third party or to the detriment of the Buyer, the Confidential Information known to him by virtue of the execution of this Contract. This obligation will remain in force and in effect during the entire term of this contract and for five (5) more years.</p>

<p>Constituye Información Confidencial, toda información de propiedad del Comprador que no haya sido publicada, incluyendo pero sin limitarse a información verbal o escrita en relación con los negocios, finanzas, impuestos, asuntos legales, programas de computador, ventas, formulas, datos, procesos, métodos, artículos de fabricación, maquinaria, aparatos, diseños, materiales de composiciones, productos, ideas, mejoras, inventos, descubrimientos, trabajo experimental o de desarrollo, trabajo en proceso, planos, o cualquier otro material que pertenezca o esté relacionado con la actividad técnica o comercial del Comprador; obtenida por el Vendedor en reuniones, en correspondencia tanto oficial como no oficial, en conversaciones con la gerencia y demás personal, mediante consultores externos, mediante miembros de organismos y autoridades gubernamentales.</p> <p>Al momento de la terminación del presente Contrato, el Vendedor no conservará ni entregará a terceros, sino que devolverá al Comprador todos y cada uno de los planos, dibujos, especificaciones, elementos, notas, libros de notas, memorandos, reportes, estudios, correspondencia y demás documentos y en general todo el material que se relacione con los negocios del Comprador o de terceros sobre la cual el Vendedor esté obligado a mantener confidencial, y que esté en su poder o bajo su custodia o control.</p> <p>Se exceptúa del carácter de confidencialidad y reserva aquella información que: A. La parte receptora pruebe que, al tiempo de su entrega por la parte divulgadora, se encontraba en el dominio público, había sido desarrollada por la parte receptora con anterioridad o fue puesta a su disposición por un medio y dueño legítimo distinto al indicado en este contrato. B. Con posterioridad a su entrega llegue a ser de dominio público, en cualquier forma que no signifique violación al contenido de este contrato. C. Sea dada a conocer con la aprobación por escrito de la parte divulgadora o sea divulgada por la parte divulgadora a terceros sin restricciones. Las disposiciones del presente</p>	<p>Constitutes Confidential Information, all information of property of the Buyer that has not been published, including but not limited to verbal or written information in relation to business, finance, taxes, legal matters, computer programs, sales, formulas, data, processes, methods, articles of manufacture, machinery, apparatus, designs, materials of compositions, products, ideas, improvements, inventions, discoveries, experimental or development work, work in process, plans, or any other material that belongs or is related to the activity technical or commercial of the Buyer; obtained by the Seller in meetings, in correspondence both official and unofficial, in conversations with management and other personnel, through external consultants, through members of agencies and government authorities.</p> <p>At the time of termination of this Agreement, the Seller will not retain or deliver to third parties, but will return to the Buyer each and every one of the plans, drawings, specifications, elements, notes, note books, memoranda, reports, studies, correspondence and other documents and in general all material relating to the Buyer's business or that of third parties over which the Seller is obliged to keep confidential, and which is in its power or under its custody or control.</p> <p>The following information will not be considered as Confidential Information: A. Information that the receiving party proves that, at the time of its delivery by the disclosing party, it was in the public domain, had been developed by the receiving party previously or was made available to it by a means and legitimate owner other than that indicated in this Agreement. B. Information that after its delivery, becomes of public domain, in any way that does not mean a violation of the content of this Agreement. C. Information that is made known with the written approval of the disclosing party or is disclosed by the disclosing party to third parties without restrictions. The provisions of this Agreement</p>
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<p>Contrato no se extienden a ninguna información confidencial que sea requerida por la ley, corte, tribunal, autoridad, organismo regulador o bolsa de valores para ser revelada. Sin embargo, previo a la divulgación que deba hacer la parte receptora, ésta deberá notificar inmediatamente por escrito a la parte divulgadora para que pueda solicitar las medidas necesarias tendientes a impedir o limitar el alcance de la necesidad de divulgar la información confidencial. Al realizar cualquier divulgación bajo este artículo, la parte receptora sólo comunicará la información confidencial estrictamente necesaria para cumplir con el requisito aplicable.</p> <p>Como el Vendedor pertenece a un grupo indígena y está sujeto a derechos colectivos, mantendrá exclusividad y trato confidencial de sus conocimientos tradicionales técnicas y saberes sobre el uso medicinal del cannabis..</p> <p>DECIMONOVEVA. EXCLUSIVIDAD. El Vendedor prestará sus servicios de cultivo de los Productos exclusivamente al Comprador durante el término de este Contrato.</p> <p>VIGÉSIMA. NOTIFICACIONES. Cualquier notificación permitida o requerida en virtud de este Contrato deberá ser cursada por escrito o correo electrónico. Las notificaciones entregadas por fax, correo electrónico, courier o mediante entrega por mano a un representante autorizado de la parte a la que está dirigida serán reputadas entregadas en la fecha de la entrega efectiva; estableciéndose, sin embargo, que si dicha entrega efectiva tiene lugar luego de las 15 horas de un día hábil en el lugar donde tiene lugar la entrega o un sábado, domingo o día feriado en el lugar donde tiene lugar la entrega, entonces se entenderá que tal notificación ha sido entregada el siguiente día hábil. Las notificaciones serán entregadas a cada Parte en los domicilios indicados más adelante o en cualquier otro domicilio indicado en una notificación subsiguiente entregada a dicha parte. Todas las notificaciones deberán estar dirigidas a la persona indicada como contacto dentro del presente contrato.</p> <p>Notificaciones al Comprador:</p>	<p>do not extend to any confidential information that is required by law, court, court, authority, regulatory body or stock exchange to be disclosed. However, prior to the disclosure to be made by the receiving party, the latter must immediately notify the disclosing party in writing so that it may request the necessary measures to prevent or limit the scope of the need to disclose the confidential information. When making any disclosure under this article, the receiving party will only communicate the confidential information strictly necessary to comply with the applicable requirement.</p> <p>As Seller belongs to an indigenous group and is subject to collective rights, it will maintain exclusivity and confidential treatment of its technical traditional knowledge and knowledge about the medicinal use of cannabis</p> <p>NINETEENTH. EXCLUSIVITY. The Seller will provide its services of cultivation of the Products exclusively to the Purchaser during the term of this Agreement.</p> <p>TWENTIETH. NOTICES. Any notice permitted or required by virtue of this Agreement must be made in writing or by email. Notices delivered by fax, email, courier or by hand delivery to an authorized representative of the Party to which it is addressed will be delivered on the date of actual delivery; establishing, however, that if said effective delivery takes place after 15 hours of a business day in the place where the delivery takes place or a Saturday, Sunday or holiday in the place where the delivery takes place, then it will be understood that such notification has been delivered the next business day. The notifications will be delivered to each Party in the addresses indicated below or in any other address indicated in a subsequent notification delivered to said party. All notifications must be addressed to the person indicated as a contact within this contract.</p> <p>Notice to the Buyer:</p>
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<p>Contacto: Juan Fernando Ribero E-Mail: juan@owp.com Dirección notificaciones: Carrera. 9 No. 113-52 oficina 1903 Torres Unidas 2 Bogota D.C.</p> <p>Notificaciones al Vendedor: Contacto: Ariel Huetio Prieto E-Mail: ariknassa@gmail.com Dirección: Calle 5 A # 19 -13 Barrio La Esmeralda</p> <p>VIGESIMOPRIMERA. LEY APLICABLE Y RESOLUCIÓN DE CONTROVERSIAS. Este Contrato será interpretado y ejecutado conforme mediante notificación a las leyes de Colombia (sin tomar en consideración las normas de conflictos de leyes contempladas en dichas leyes).</p> <p>La jurisdicción territorial para entender cualquier disputa entre las partes serán los tribunales competentes con asiento en Popayán Cauca, Colombia.</p> <p>Cualquier diferencia relacionada con la ejecución, interpretación, validez, cumplimiento o cualquier otra, que surja entre las Partes relativas a este acuerdo y que las Partes no puedan resolver de común acuerdo, se resolverán por un Tribunal de Arbitramento, de acuerdo con las siguientes reglas:</p> <ul style="list-style-type: none">a) El Tribunal de Arbitramento estará integrado por un (1) árbitro, que será ciudadano colombiano y abogado.b) El árbitro será designado por la Cámara de Comercio del Cauca.c) La convocatoria, constitución y trámite se regirán por el Reglamento establecido por la Cámara de Comercio del Cauca.d) El idioma para la convocatoria, constitución, trámite y procedimiento será el español.e) El Tribunal fallará en derecho y aplicará como norma sustancial la ley colombiana.	<p>Contact: Juan Fernando Ribero E-Mail: juan@owp.com Address: Carrera. 9 No. 113-52 Office 1903 United Towers 2 Bogota D.C.</p> <p>Notice to the Seller: Contact: Ariel Huetio Prieto E-Mail: ariknassa@gmail.com Address: Calle 5 A # 19 -13 Barrio La Esmeralda</p> <p>TWENTY-FIRST. APPLICABLE LAW AND DISPUTE RESOLUTION. This Agreement will be interpreted and executed in accordance with the laws of Colombia (without taking into consideration the rules of conflict of laws contemplated in said laws).</p> <p>The territorial jurisdiction to understand any dispute between the parties will be the competent courts in Popayan Cauca, Colombia.</p> <p>Any difference related to the execution, interpretation, validity, compliance or any other, that may arise between the Parties related to this agreement and that the Parties cannot resolve by mutual agreement, shall be resolved by an Arbitration Tribunal, in accordance with the following rules:</p> <ul style="list-style-type: none">a) The Arbitration Tribunal will be composed of one (1) arbitrator, who will be a Colombian citizen and lawyer.b) The arbitrator will be appointed by the Chamber of Commerce del Cauca.c) The call, constitution and procedure will be governed by the Regulation established by the Chamber of Commerce del Cauca.d) The language for the convocation, constitution, procedure and procedure will be Spanish.e) The Court will rule in law and will apply Colombia's law as a substantial rule.
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<p>f) El Tribunal tendrá su sede en la ciudad de Popayán., en la Cámara de Comercio de esa ciudad.</p> <p>Para efecto de las notificaciones a que haya lugar, se tendrán en cuenta las direcciones establecidas en el presente Contrato. En lo no previsto se aplicará las normas vigentes en Colombia.</p> <p>VIGESIMOSEGUNDA. RENUNCIA A DERECHOS. La falta de ejercicio por cualquiera de las Partes de su derecho a exigir los derechos que le corresponden en virtud del presente Contrato no constituirá una renuncia a dichos derechos ni a cualquier otro derecho conferido sobre dicha parte o de los que dicha parte es titular.</p> <p>Si se inician acciones legales entre las partes con respecto a sus respectivos derechos y obligaciones en virtud del presente Contrato, la parte vencedora tendrá derecho a recuperar los gastos y honorarios razonables de sus abogados incurridos en la consecución y defensa de sus derechos y obligaciones emergentes del presente.</p> <p>VIGESIMOTERCERA. MODIFICACIONES Y RENUNCIAS. Este Contrato solo podrá ser modificado o reformado por escrito firmado por ambas Partes.</p> <p>Cualquiera de las Partes en cualquier momento puede renunciar a cualquier término o condición de este Contrato que haya sido establecida en su solo beneficio, pero tal renuncia no será efectiva a menos que conste en un documento escrito debidamente suscrito por un representante autorizado. Ninguna renuncia por cualquiera de las Partes de cualquier término o condición de este Contrato será interpretada como una renuncia de cualquier otro término o condición o del mismo término o condición en cualquier ocasión futura.</p> <p>VIGESIMOCUARTA. MÉRITO EJECUTIVO. Las Partes acuerdan que las obligaciones señaladas en el presente Contrato</p>	<p>f) The Court will have its headquarters in the city of Popayán., in the Chamber of Commerce of that city.</p> <p>For the purpose of providing any notice, the addresses established in this Agreement will be taken into account. In the unforeseen, the regulations in force in Colombia will be applied.</p> <p>TWENTY-SECOND. WAIVER OF RIGHTS. The lack of exercise by any of the Parties of their right to demand their rights under this Contract shall not constitute a waiver of such rights or any other right conferred on that party or of those that such party owns.</p> <p>If legal actions are initiated between the parties with respect to their respective rights and obligations under this Contract, the winning party shall be entitled to recover the reasonable expenses and fees of its attorneys incurred in the attainment and defense of its rights and obligations arising from the I presented.</p> <p>TWENTY-THIRD. AMENDMENT AND WAIVERS. This Agreement may only be modified or amended in writing signed by both Parties.</p> <p>Either Party may at any time waive any term or condition of this Agreement that has been established in its sole benefit, but such waiver shall not be effective unless it is recorded in a duly written document signed by an authorized representative. No waiver by either Party of any term or condition of this Agreement shall be construed as a waiver of any other term or condition or of the same term or condition at any future time.</p> <p>TWENTY-FOURTH. EXECUTIVE TITLE. The Parties agree that the obligations set forth in this Agreement provide executive merit, and</p>
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<p>prestan mérito ejecutivo, con lo cual, cada una de ellas se obliga al pago incondicional y renuncia de antemano a cualquier tipo de requerimiento judicial, privado o administrativo o de constitución en mora al que haya lugar por su incumplimiento y faculta a la otra parte a hacer exigible el mismo por la vía ejecutiva.</p> <p>VIGESIMOQUINTA. CLÁUSULA PENAL. En caso de incumplimiento de las obligaciones previstas en este Contrato la parte que incumple deberá pagar a la otra, a título de pena, la suma de USD10,000, la cual será exigible de manera inmediata a partir de su causación, lo cual prestará mérito ejecutivo. Es entendido que cláusula penal aquí prevista es de apremio, de manera que el cobro de la misma no excluye ni impide al Comprador exigir el cumplimiento de la obligación principal ni el cobro de la totalidad de los perjuicios ocasionados con el incumplimiento de las obligaciones respectivas.</p> <p>Pero, tratándose de la obligación contenida en el numeral primero de la cláusula decimoprimer a el Vendedor reconocerá al Comprador la suma de USD10 por cada semilla o esqueje faltante, y excluye la suma de USD10,000 estipulada como penalidad en el párrafo anterior.</p> <p>VIGESIMOSEXTA. PROPIEDAD INTELLECTUAL. Las partes se comprometen a no utilizar de cualquier forma la propiedad intelectual del Comprador para cualquier propósito diferente al cumplimiento de este Contrato, así como a no utilizar los nombres comerciales, marcas comerciales o marcas de servicios del Comprador en cualquier forma de publicidad ni a divulgar al público cualquier información relativa a los Productos, ni a revelar o publicitar de cualquier otra forma sin el consentimiento previo escrito del Comprador.</p> <p>Para efectos de este Contrato, propiedad intelectual se entiende como todos los derechos de propiedad intelectual e industrial de cualquier tipo o naturaleza, incluyendo pero sin limitarse a todas las (i) variedades genéticas propiedad del Comprador; (ii) invenciones, patentes, solicitudes de patente, divulgación de patentes, divisiones, sustituciones, extensiones</p>	<p>thus, each of the Parties is obliged to unconditional payment and waives in advance any type of judicial, private or administrative order or constitution in default to the one that has place for its breach and empowers the other party to enforce the same by the executive.</p> <p>TWENTY-FIFTH. PENALTY CLAUSE. In the event of breach of the obligations set forth in this Agreement the failing party shall pay to the other, by way of penalty, the sum of USD10,000, which shall be due immediately from its causation, which will lend executive merit. It is understood that this penalty clause envisaged here is for enforcement, so that the collection thereof does not exclude or prevent the Buyer from demanding compliance with the main obligation or the collection of all the damages caused by the breach of the respective obligations.</p> <p>But, in the case of the obligation contained in the first numeral of the eleventh clause, the Seller shall acknowledge to the Buyer the sum of USD10 for each missing seed or clone, and exclude the sum of USD10,000 stipulated as a penalty in the previous paragraph.</p> <p>TWENTY – SIXTH. INTELLECTUAL PROPERTY. Parties agrees not to use Buyer's intellectual property in any way for any purpose other than compliance with this Agreement, and not to use Buyer's trade names, trademarks or service marks in any form of advertising or to disclose to the public any information regarding the Products, nor to reveal or advertise in any other way without the prior written consent of the Buyer.</p> <p>For purposes of this Agreement, intellectual property is understood as all intellectual and industrial property rights of any type or nature, including but not limited to all (i) genetic varieties owned by the Buyer; (ii) inventions, patents, patent applications, patent disclosure, divisions, substitutions, extensions and improvements thereto; (iii) distinctive signs,</p>
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<p>y mejoras a las mismas; (iii) signos distintivos, derechos de marca, marcas de servicios, nombres, nombres corporativos, nombres comerciales, nombres de dominio, logotipos, slogans, imagen comercial, y otras designaciones similares de fuente u origen, junto con el goodwill simbolizado por cualquiera de los anteriores de ser aplicables y (vi) secretos empresariales y toda otra información confidencial, información comercial y secretos comerciales (incluyendo información de precios y costos, planes de negocio y mercadeo, y listas de clientes y proveedores), know-how (incluyendo información de técnicas, investigación y desarrollo de cannabis psicoactivo y cannabis no psicoactivo), invenciones, procesos de propietario, formulas, modelos y metodologías.</p> <p>El término “<u>Innovaciones</u>” significa todas las entregas y/o producto de trabajo resultante de los Productos (en conjunto las “<u>Entregas</u>”) todos los derechos de autor que protegen las Entregas o una porción de las mismas, el derecho a usar, reimprimir, republicar o distribuir las Entregas, o cualquier copia, duplicado o reproducción de las Entregas, y cualquier otra innovación, incluyendo, sin limitación, todas las obras de autor originales y secretos comerciales, ya sea que puedan inscribirse como derecho de autor o no, patentables o no o sujetos a protección como secretos comerciales, marcas comerciales, nombres comerciales o marcas de servicios, que el Vendedor conciba, cree, modifique, desarrolle, implemente o sea el primero en reducir a la práctica, en forma individual o conjuntamente con otros, durante el plazo de este Contrato que: (a) surjan en relación con los Productos o (b) que surjan durante el uso del tiempo, los materiales o las instalaciones del Comprador o cualquiera de sus afiliadas.</p> <p>El Vendedor reconoce y acepta que cualquiera de las Innovaciones realizadas o creadas por el Vendedor en relación con los Productos, incluyendo, pero sin limitarse a los derechos de autor sobre cualquier Innovación, reviste la calidad de una locación de obra y es de propiedad exclusiva del Comprador. El Vendedor por medio del presente Contrato</p>	<p>trademark rights, service marks, names, corporate names, trade names, domain names, logos, slogans, commercial image, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing if applicable and (vi) business secrets and all other confidential information, commercial information and trade secrets (including price and cost information, business and marketing plans, and lists of customers and suppliers), know-how (including information of techniques, research and development of psychoactive cannabis and non-psychoactive cannabis), inventions, owner processes, formulas, models and methodologies.</p> <p>The term “<u>Innovations</u>” means all deliveries and / or work product resulting from the Products (collectively the “<u>Deliverables</u>”) all copyrights that protect the Deliverables or a portion thereof, the right to use, reprint, republish or distribute the Submissions, or any copy, duplication or reproduction of the Submissions, and any other innovation, including, without limitation, all original author works and trade secrets, whether they may be registered as copyright or not, patentable or not or subject to protection such as trade secrets, trademarks, trade names or service marks, that the Seller conceives, believes, modifies, develops, implements or is the first to reduce to practice, individually or jointly with others, during the term of this Agreement that: (a) arise in connection with the Products or (b) that arise during the use of Buyer's time, materials or facilities or any of its affiliates.</p> <p>The Seller acknowledges and accepts that any of the Innovations made or created by the Seller in relation to the Products, including, but not limited to, the copyright on any Innovation, is the quality of a work location and is the exclusive property of the Buyer. The Seller hereby waives and irrevocably and perpetually</p>
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<p>renuncia y libera en forma irrevocable y perpetua, en beneficio del Comprador, cualquier “Derecho Moral” (definido como un derecho a reclamar la autoría de una obra o cualquier derecho a objetar una distorsión o modificación de una obra, o cualquier derecho similar existente conforme a la ley de cualquier país en el mundo o cualquier otro acuerdo internacional) sobre cualquier obra de creación intelectual.</p> <p>El Vendedor acepta ceder y por medio del presente Contrato cede al Comprador, sus sucesores, cesionarios o personas designadas por esta, todos los derechos y títulos a nivel mundial sobre todas las Innovaciones y todos los derechos de autor, marcas comerciales, solicitudes de marcas comerciales, patentes, solicitudes de patentes, y derechos de propiedad intelectual o Derechos Morales sobre cualquier Innovación.</p> <p>El Vendedor llevará a cabo todo aquello que resulte legalmente posible para asistir al Comprador en la obtención y ejecución de los derechos de autor, patentes, derechos de secreto comercial, marcas registradas y otras protecciones legales de las Innovaciones en cualquier país. El Vendedor firmará cualquier documento que el Comprador razonablemente requiera para ser utilizado en la obtención o ejecución de dichos derechos de autor, patentes, secretos comerciales, y otras protecciones legales. Las obligaciones del Vendedor de asistir al Comprador de conformidad con este párrafo subsistirán luego de la extinción de este Contrato.</p> <p>El Vendedor mediante el presente Contrato, renuncia a favor del Comprador a cualquier reclamo, de cualquier naturaleza, que el Vendedor tiene o pudiera tener en el futuro emergente sobre la apropiación del derecho de propiedad intelectual cedido en virtud del presente contrato a favor del Comprador.</p> <p>Este Contrato no otorga al Vendedor ninguna licencia o derecho de cualquier otro tipo, ya sea en forma expresa, implícita o por la doctrina de los actos propios, sobre ningún derecho de</p>	<p>releases, for the benefit of the Buyer, any “Moral Right” (defined as a right to claim the authorship of a work or any right to object to a distortion or modification of a work , or any similar right existing under the law of any country in the world or any other international agreement) on any work of intellectual creation.</p> <p>The Seller agrees to assign and through this Agreement transfers to the Buyer, its successors, assignees or persons designated by it, all rights and titles worldwide on all Innovations and all copyrights, trademarks, trademark applications, patents, patent applications, and intellectual property rights or moral rights over any innovation.</p> <p>The Seller will carry out all that is legally possible to assist the Buyer in obtaining and executing the author's rights, patents, trade secret rights, trademarks and other legal protections of the Innovations in any country. Seller will sign any document that Buyer reasonably requires to be used in obtaining or executing such copyrights, patents, trade secrets, and other legal protections. Seller's obligations to assist Buyer in accordance with this paragraph shall survive the termination of this Agreement.</p> <p>The Seller, by means of this Contract, waives in favor of the Buyer any claim, of any nature, that the Seller has or may have in the future emerging about the appropriation of the intellectual property right transferred under this contract in favor of the Buyer.</p> <p>This Agreement does not grant the Seller any license or right of any other kind, either expressly, implicitly or by the doctrine of its own acts, over any intellectual property rights of</p>
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<p>propiedad intelectual del Comprador, incluyendo pero sin limitarse, a las Innovaciones, salvo los derechos a utilizar de dicha propiedad intelectual en relación con los Productos. El Vendedor no podrá utilizar ningún derecho de propiedad intelectual para un fin distinto al contemplado en el presente sin el consentimiento previo escrito del Comprador.</p> <p>Como el Vendedor es un grupo indígena, todo acto que involucre los conocimientos tradicionales, las expresiones culturales, y los recursos genéticos será utilizado bajo los parámetros de la Organización Mundial de la Propiedad Intelectual OMPI y bajo la autorización previa del Vendedor.</p> <p>VIGESIMOSEPTIMA. USO DE MARCA. El Vendedor por medio del presente otorga al Comprador, durante el término de vigencia de este Contrato, licencia para utilizar los nombres y las marcas WALA POPAYAN- NASA en los productos terminados o fabricados a partir de los Productos.</p> <p>VIGESIMOCTAVA. COMPROMISO ADICIONAL. Durante la vigencia del presente Contrato, el Comprador acompañará y asistirá al Vendedor en la consecución de créditos para el desarrollo de su negocio, tanto con instituciones financieras como proveedores. Así mismo, el Comprador propiciará la ocupación de la mano de obra indígena y campesina del Vendedor.</p> <p>VIGESIMO NOVENA. ACUERDO COMPLETO. Este Contrato y sus modificaciones posteriores contienen el acuerdo completo de las partes en relación con el objeto del mismo y prevalece sobre cualquier discusión, documento, propuesta o acuerdo anterior.</p>	<p>the Buyer, including, but not limited to, Innovations, except the rights to use of said intellectual property in relation to the Products. The Seller may not use any intellectual property right for a purpose other than that contemplated herein without the prior written consent of the Buyer.</p> <p>As Seller is an indigenous group, any act that involves traditional knowledge, cultural expressions, and genetic resources will be used under the parameters of the World Intellectual Property Organization WIPO and under the prior authorization of the Seller.</p> <p>TWENTY – SEVENTH. BRAND USE. The Seller hereby grants to the Buyer, during the term of this Agreement, a license to use the names and brands WALA POPAYAN-NASA in the finished products or manufactured from the Products.</p> <p>TWENTY – EIGHTH. ADDITIONAL COMMITMENT. During the term of this Agreement, Buyer will assist the Seller in the attainment of credits for the development of its business, with financial institutions and suppliers. Likewise, the Buyer will promote the occupation of the indigenous and peasant labor of the Seller.</p> <p>TWENTY – NINTH. COMPLETE AGREEMENT. This Agreement and its subsequent amendments contain the entire agreement of the parties in relation to the object thereof and prevails over any previous discussion, document, proposal or agreement.</p>
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En constancia de lo anterior, el presente Contrato se suscribe a los 17 días del mes de mayo del año 2019, en dos ejemplares del mismo tenor y efecto, uno con destino a cada parte.

El Comprador

El Vendedor

/s/ Juan Fernando Ribero Trujillo
OWP SAS Juan Fernando Ribero Trujillo CC 19.373.929

/s/ Ariel Maifredy Huetio Prieto
Ariel Maifredy Huetio Prieto C.C. No.: 10.547.704

OWP VENTURES, INC.
AUDITED FINANCIAL STATEMENTS
For the Year Ended December 31, 2018

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and
Stockholders of OWP Ventures, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of OWP Ventures, Inc. (the Company) for the period from inception (March 27, 2018) to December 31, 2018, and the related consolidated statement of operations, comprehensive income, stockholders' equity, and consolidated cash flows for the period from inception (March 27, 2018) to December 31, 2018, and the related notes and schedules (collectively referred to as the financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2018, and the results of its operations and its cash flows for the period from inception (March 27, 2018) to December 31, 2018, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company suffered a net loss from operations and has a net capital deficiency, which raises substantial doubt about its ability to continue as a going concern. Managements plans regarding those matters are also discussed in Note 2. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ M&K CPAS, PLLC

We have served as the Company's auditor since 2018.
Houston, TX
April 29, 2019

**OWP VENTURES, INC.
CONSOLIDATED BALANCE SHEET**

**December 31,
2018**

Assets	
Current assets:	
Cash	\$ 125,846
Other current assets	35,344
Total current assets	161,190
Fixed assets, net	356,439
Total Assets	\$ 517,629
Liabilities and Stockholders' Equity (Deficit)	
Current liabilities:	
Accounts payable	\$ 121,194
Accrued expenses	34,425
Convertible note payable	300,000
Advances from shareholders	514,141
Notes payable	200,000
Total current liabilities	1,169,760
Total Liabilities	1,169,760
Stockholders' Equity (Deficit):	
Preferred stock, \$0.0001 par value, 5,000,000 shares authorized; no shares issued and outstanding	-
Common stock, \$0.0001 par value, 200,000,000 shares authorized; 34,291,905 shares issued and outstanding	3,429
Additional paid-in capital	1,309,215
Subscriptions receivable, consisting of 6,012,500 shares	(602)
Accumulated other comprehensive loss	(4,090)
Accumulated (deficit)	(1,959,982)
Noncontrolling Interest	(101)
Total Stockholders' Equity (Deficit)	(652,131)
Total Liabilities and Stockholders' Equity (Deficit)	\$ 517,629

The accompanying notes are an integral part of these financial statements.

OWP VENTURES, INC.
CONSOLIDATED STATEMENT OF OPERATIONS AND COMPREHENSIVE INCOME

	<u>From Inception (March 27, 2018) to December 31, 2018</u>
Revenue:	\$ <u>-</u>
Expenses:	
General and administrative	903,913
Professional fees	917,936
Bad debts expense	50,000
Total operating expenses	<u>1,871,849</u>
Operating loss	<u>(1,871,849)</u>
Other expense:	
Interest expense	(88,234)
Total other expense	<u>(88,234)</u>
Net loss	\$ (1,960,083)
Less: Net loss attributable to the noncontrolling interest	101
Net loss attributable to OWP Ventures, Inc.	<u>\$ (1,959,982)</u>
Other comprehensive income:	
Loss on foreign currency translation	<u>\$ (4,090)</u>
Net other comprehensive loss	<u>\$ (1,964,072)</u>
Weighted average number of common shares outstanding - basic and fully diluted	<u>31,992,168</u>
Net loss per share - basic and fully diluted	<u>\$ (0.06)</u>

The accompanying notes are an integral part of these financial statements.

OWP VENTURES, INC.
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIT)

	<u>Common Stock</u>		<u>Additional Paid-In Capital</u>	<u>Subscriptions Receivable</u>	<u>Accumulated Other Comprehensive Income (Loss)</u>	<u>Accumulated Deficit</u>	<u>Noncontrolling Interest</u>	<u>Total Stockholders' Equity (Deficit)</u>
	<u>Shares</u>	<u>Amount</u>						
Balance, March 27, 2018	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consolidation of One World Pharma, Inc.	-	-	(349,420)	-	-	-	-	(349,420)
Contributed capital on related party acquisition of One World Pharma S.A.S.	-	-	161,889	-	-	-	-	161,889
Common stock sold for cash	23,411,905	2,341	999,774	(602)	-	-	-	1,001,513
Common stock issued for services	680,000	68	285,532	-	-	-	-	285,600
Common stock issued for purchase of One World Pharma S.A.S.	10,200,000	1,020	-	-	-	-	-	1,020
Contributed capital	-	-	136,440	-	-	-	-	136,440
Beneficial conversion feature on convertible note	-	-	75,000	-	-	-	-	75,000
Loss on foreign currency translation	-	-	-	-	(4,090)	-	-	(4,090)
Net loss	-	-	-	-	-	(1,959,982)	(101)	(1,960,083)
Balance, December 31, 2018	<u>34,291,905</u>	<u>\$ 3,429</u>	<u>\$ 1,309,215</u>	<u>\$ (602)</u>	<u>\$ (4,090)</u>	<u>\$ (1,959,982)</u>	<u>\$ (101)</u>	<u>\$ (652,131)</u>

The accompanying notes are an integral part of these financial statements.

OWP VENTURES, INC.
CONSOLIDATED STATEMENT OF CASH FLOWS

	From Inception (March 27, 2018) to December 31, 2018
Cash flows from operating activities	
Net loss	\$ (1,959,982)
Minority interest in net loss	(101)
Adjustments to reconcile net loss to net cash used in operating activities:	
Bad debts expense	50,000
Depreciation and amortization expense	1,961
Debt discount amortization	75,000
Stock issued for services	285,600
Decrease (increase) in assets:	
Other current assets	131,488
Increase (decrease) in liabilities:	
Accounts payable	123,870
Accrued expenses	23,667
Net cash used in operating activities	<u>(1,268,497)</u>
Cash flows from investing activities	
Cash acquired in One World Pharma, Inc. investment	4,739
Investment in note receivable	(50,000)
Investment in One World Pharma, Inc.	(350,000)
Purchase of fixed assets	(358,400)
Net cash used in investing activities	<u>(753,661)</u>
Cash flows from financing activities	
Proceeds from convertible note payable	300,000
Proceeds from advances from shareholders	514,141
Proceeds from notes payable	200,000
Proceeds from contributed capital	136,440
Proceeds from sale of common stock	1,001,513
Net cash provided by financing activities	<u>2,152,094</u>
Effect of exchange rate changes on cash	<u>(4,090)</u>
Net increase (decrease) in cash	125,846
Cash - beginning	-
Cash - ending	<u>\$ 125,846</u>
Supplemental disclosures:	
Interest paid	<u>\$ 310</u>
Income taxes paid	<u>\$ -</u>
Non-cash financing transactions:	
Beneficial conversion feature	<u>\$ 75,000</u>

The accompanying notes are an integral part of these financial statements.

OWP VENTURES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Note 1 – Nature of Business and Significant Accounting Policies

Nature of Business

OWP Ventures, Inc. was incorporated in Delaware on March 27, 2018. OWP Ventures, Inc. and its subsidiary (“OWP,” the “Company,” “we,” “our” or “us”) is a holding company formed to enter and support the cannabis industry. Through its subsidiary, One World Pharma S.A.S (“OWP SAS”), a licensed cannabis cultivation, production and distribution (export) company located in Popayán, Colombia (nearest major city is Cali) plans to be a global leader in the distribution of medical cannabis and cannabis extracts for medical and scientific purposes, which includes manufacture, acquisition in any capacity, import, export, storage, transportation, marketing, and distribution of psychoactive and non-psychoactive cannabis derivatives.

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) and the rules of the Securities and Exchange Commission (SEC). The Company has adopted a December 31 year-end.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the following entities, all of which were under common control and ownership at December 31, 2018:

<u>Name of Entity</u>	<u>State of Incorporation</u>	<u>Relationship</u>
OWP Ventures, Inc. ⁽¹⁾	Delaware	Parent
One World Pharma, Inc. ⁽²⁾	Nevada	Subsidiary
One World Pharma S.A.S. ⁽³⁾	Colombia	Subsidiary

(1) Holding company in the form of a corporation as of December 31, 2018.

(2) Subsidiary as of December 31, 2018, following November 22, 2018 purchase of 66.2% of the issued and outstanding shares of One World Pharma, Inc. (f/k/a Punto Group, Corp.) by OWP Ventures, Inc. The shares were cancelled and returned to treasury pursuant to a merger on February 21, 2019, by a wholly-owned subsidiary of One World Pharma, Inc. with and into OWP Ventures, Inc. Following the merger, One World Pharma, Inc. is the parent company.

(3) Wholly-owned subsidiary of OWP Ventures, Inc. since May 30, 2018, located in Colombia and legally constituted as a simplified stock company registered in the Chamber of Commerce of Bogotá on July 18, 2017. Its sole headquarters is located in Bogotá.

The consolidated financial statements herein contain the operations of the wholly-owned subsidiary listed above. All significant inter-company transactions have been eliminated in the preparation of these financial statements. The Company’s headquarters are located in Las Vegas, Nevada and substantially all of its production efforts are within Popayán, Colombia.

These statements reflect all adjustments, consisting of normal recurring adjustments, which in the opinion of management are necessary for fair presentation of the information contained therein.

Foreign Currency Translation

The functional currency of the Company is Colombian Peso (COP). The Company has maintained its financial statements using the functional currency, and translated those financial statements to the US Dollar (USD) throughout this report. Monetary assets and liabilities denominated in currencies other than the functional currency are translated into the functional currency at rates of exchange prevailing at the balance sheet dates. Transactions denominated in currencies other than the functional currency are translated into the functional currency at the exchange rates prevailing at the dates of the transaction. Exchange gains or losses arising from foreign currency transactions are included in the determination of net income (loss) for the respective periods.

Comprehensive Income

The Company has adopted ASC 220, Reporting Comprehensive Income, which establishes standards for reporting and displaying comprehensive income, its components, and accumulated balances in a full-set of general-purpose financial statements. Accumulated other comprehensive income represents the accumulated balance of foreign currency translation adjustments.

OWP VENTURES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Segment Reporting

ASC Topic 280, "Segment Reporting," requires use of the "management approach" model for segment reporting. The management approach model is based on the way a company's management organizes segments within the company for making operating decisions and assessing performance. The Company operates as a single segment and will evaluate additional segment disclosure requirements as it expands its operations.

Fair Value of Financial Instruments

The Company adopted ASC 820, Fair Value Measurements and Disclosures (ASC 820). ASC 820 defines fair value, establishes a three-level valuation hierarchy for disclosures of fair value measurement and enhances disclosure requirements for fair value measures. The three levels are defined as follows:

- Level 1 inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2 inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- Level 3 inputs to valuation methodology are unobservable and significant to the fair measurement.

The carrying value of cash, accounts receivable, accounts payables and accrued expenses are estimated by management to approximate fair value primarily due to the short-term nature of the instruments.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, cash on deposit with various financial institutions in Columbia, and all highly-liquid investments with original maturities of three months or less at the time of purchase. We have not held any cash equivalents to date.

Cash in Excess of FDIC Insured Limits

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000, under current regulations. The Company did not have any funds in excess of FDIC insured limits at December 31, 2018, and has not experienced any losses in such accounts.

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation, and we depreciate it on a straight-line basis over the estimated useful lives of the assets. Additions and improvements (including interest costs for construction of qualifying long-lived assets) are capitalized. Maintenance and repair expenses are charged to expense as incurred. The cost of property and equipment sold or disposed of and the related accumulated depreciation are eliminated from the property and related accumulated depreciation accounts, and any gain or loss is credited or charged to other income (expense).

We generally provide for depreciation over the following estimated useful service lives. Additionally, if there are indicators that certain assets may be potentially impaired, we will analyze such assets in accordance with the related GAAP standard. The estimated useful lives for significant property and equipment categories are as follows:

Software	3 years
Furniture and Fixtures and Office Equipment	5 years
Machinery	7 years

OWP VENTURES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Revenue Recognition

The Company recognizes revenue when products are fully delivered, or services have been provided and collection is reasonably assured.

The Company has adopted ASC 606 — Revenue from Contracts with Customers. Under ASC 606, the Company recognizes revenue from the commercial sales of products, licensing agreements and contracts by applying the following steps: (1) identify the contract with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to each performance obligation in the contract; and (5) recognize revenue when each performance obligation is satisfied. We have not yet generated any revenue.

Basic and Diluted Loss Per Share

The basic net loss per common share is computed by dividing the net loss by the weighted average number of common shares outstanding. Diluted net loss per common share is computed by dividing the net loss adjusted on an “as if converted” basis, by the weighted average number of common shares outstanding plus potential dilutive securities. For the periods presented, potential dilutive securities had an anti-dilutive effect and were not included in the calculation of diluted net loss per common share.

Income Taxes

The Company recognizes deferred tax assets and liabilities based on differences between the financial reporting and tax basis of assets and liabilities using the enacted tax rates and laws that are expected to be in effect when the differences are expected to be recovered. The Company provides a valuation allowance for deferred tax assets for which it does not consider realization of such assets to be more likely than not.

Uncertain Tax Positions

In accordance with ASC 740, “Income Taxes” (“ASC 740”), the Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be capable of withstanding examination by the taxing authorities based on the technical merits of the position. These standards prescribe a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. These standards also provide guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition.

Various taxing authorities periodically audit the Company’s income tax returns. These audits include questions regarding the Company’s tax filing positions, including the timing and amount of deductions and the allocation of income to various tax jurisdictions. In evaluating the exposures connected with these various tax filing positions, including state and local taxes, the Company records allowances for probable exposures. A number of years may elapse before a particular matter, for which an allowance has been established, is audited and fully resolved. The Company has not yet undergone an examination by any taxing authorities.

The assessment of the Company’s tax position relies on the judgment of management to estimate the exposures associated with the Company’s various filing positions.

Various taxing authorities periodically audit the Company’s income tax returns. These audits include questions regarding the Company’s tax filing positions, including the timing and amount of deductions and the allocation of income to various tax jurisdictions. In evaluating the exposures connected with these various tax filing positions, including state and local taxes, the Company records allowances for probable exposures. A number of years may elapse before a particular matter, for which an allowance has been established, is audited and fully resolved. The Company has not yet undergone an examination by any taxing authorities.

Recent Accounting Pronouncements

In June 2018, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2018-07, *Compensation-Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting*, which expands the scope of Topic 718 to include share-based payment transactions for acquiring goods and services from nonemployees. An entity should apply the requirements of Topic 718 to nonemployee awards except for specific guidance on inputs to an option pricing model and the attribution of cost (that is, the period of time over which share-based payment awards vest and the pattern of cost recognition over that period). The new guidance is effective for all entities for annual periods, and interim periods within those annual periods, beginning after December 15, 2017, with early adoption permitted. The Company does not expect the adoption of this ASU to have a material impact on its financial statements.

OWP VENTURES, INC. AND SUBSIDIARIES
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In February 2018, the FASB issued ASU No. 2018-02, *Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income*. The guidance permits entities to reclassify tax effects stranded in Accumulated Other Comprehensive Income as a result of tax reform to retained earnings. This new guidance is effective for annual and interim periods in fiscal years beginning after December 15, 2018. Early adoption is permitted in annual and interim periods and can be applied retrospectively or in the period of adoption. The Company is currently in the process of evaluating the impact of adoption on its financial statements.

In May 2017, the FASB issued ASU 2017-09, *Compensation-Stock Compensation (Topic 718): Scope of Modification Accounting*, which clarifies when a change to the terms or conditions of a share-based payment award must be accounted for as a modification. The new guidance requires modification accounting if the fair value, vesting condition or the classification of the award is not the same immediately before and after a change to the terms and conditions of the award. The new guidance is effective for all entities for annual periods, and interim periods within those annual periods, beginning after December 15, 2017, with early adoption permitted. The Company does not expect the adoption of this ASU to have a material impact on its financial statements.

In February 2016, the FASB established Topic 842, *Leases*, by issuing ASU No. 2016-02, which requires lessees to recognize the rights and obligations created by leases on the balance sheet and disclose key information about leasing arrangements. Topic 842 was subsequently amended by ASU No. 2018-11, *Targeted Improvements*, ASU No. 2018-10, *Codification Improvements to Topic 842*, and ASU No. 2018-01, *Land Easement Practical Expedient for Transition to Topic 842*. The new standard establishes a right-of-use model (ROU) that requires a lessee to recognize a ROU asset and lease liability on the balance sheet for all leases with a term longer than 12 months. Leases will be classified as finance or operating, with classification affecting the pattern and classification of expense recognition in the statement of operations.

The new standard will be effective January 1, 2019. A modified retrospective transition approach is required, applying the new standard to all leases existing at the date of initial application. An entity may choose to use either (1) its effective date or (2) the beginning of the earliest comparative period presented in the financial statements as its date of initial application. If an entity chooses the second option, the transition requirements for existing leases also apply to leases entered into between the date of initial application and the effective date. The entity must also recast its comparative period financial statements and provide the disclosures required by the new standard for the comparative periods. The Company expects to adopt the new standard on January 1, 2019 using the effective date as of initial application. Consequently, financial information will not be updated and the disclosures required under the new standard will not be provided for dates and periods before January 1, 2019. The new standard provides a number of optional practical expedients in transition. The Company expects to elect the "package of practical expedients", which permits entities not to reassess under the new lease standard prior conclusions about lease identification, lease classification and initial direct costs. The Company does not expect to elect the use-of-hindsight or the practical expedient pertaining to land easements.

While the Company continues to assess all of the effects of adoption, it currently believes that most significant effects relate to the recognition of new ROU assets and lease liabilities on our balance sheet for office operating leases and providing significant new disclosures about our leasing activities.

The new standard also provides practical expedients for an entity's ongoing accounting. The Company currently expects to elect the short-term leases recognition exemption for all leases that qualify. This means that the Company will not recognize ROU assets or lease liabilities, and this includes not recognizing ROU assets and lease liabilities for existing short-term leases of those assets in transition. The Company also currently expects to elect the practical expedient to not separate lease and non-lease components for its leases.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*. Since ASU 2014-09 was issued, several additional ASUs have been issued to clarify various elements of the guidance. These standards provide guidance on recognizing revenue, including a five-step model to determine when revenue recognition is appropriate. The standard requires that an entity recognize revenue to depict the transfer of control of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. We adopted the new standard to be effective upon inception. We have completed an initial evaluation of the potential impact from adopting the new standard, including a detailed review of performance obligations for all material revenue streams. Based on this initial evaluation, adoption does not have a material impact on our financial position, results of operations, or cash flows. Related disclosures have been expanded in line with the requirements of the standard.

There are no other recently issued accounting pronouncements that the Company has yet to adopt that are expected to have a material effect on its financial position, results of operations, or cash flows.

OWP VENTURES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Note 2 – Going Concern

As shown in the accompanying consolidated financial statements, the Company has incurred recurring losses from operations resulting in an accumulated deficit of (\$1,959,982), and as of December 31, 2018, the Company's cash on hand may not be sufficient to sustain operations. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management is actively pursuing new customers to increase revenues. In addition, the Company is currently seeking additional sources of capital to fund short term operations. Management believes these factors will contribute toward achieving profitability. The accompanying consolidated financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

The consolidated financial statements do not include any adjustments that might result from the outcome of any uncertainty as to the Company's ability to continue as a going concern. These financial statements also do not include any adjustments relating to the recoverability and classification of recorded asset amounts, or amounts and classifications of liabilities that might be necessary should the Company be unable to continue as a going concern.

Note 3 – Acquisition

Common Stock Issued for Acquisition of One World Pharma, SAS

On May 30, 2018, the Company issued an aggregate 10,200,000 shares of common stock to the shareholders of One World Pharma SAS pursuant to a stock purchase agreement whereby OWP Ventures, Inc. acquired 100% of the common stock of One World Pharma SAS.

The acquisition resulted in \$161,889 of contributed capital. According to the purchase method of accounting, the Company recognized the identifiable assets acquired and liabilities assumed as follows:

	May 30, 2018
Consideration:	
Common stock paid at closing ⁽¹⁾	\$ 1,020
Accounts payable	1,225
Taxes payable	5,761
Advances owed to shareholders	161,562
Fair value of total consideration exchanged	\$ 162,051
Fair value of identifiable assets acquired assumed:	
Cash	\$ 4,739
Prepaid expenses	4,165
Total fair value of assets assumed	8,904
Consideration paid in excess of fair value⁽²⁾	\$ (161,889)

(1) Consideration consisted of 10,200,000 shares of common stock, par value of \$0.0001 per share.

(2) The net fair value of assets and liabilities assumed in excess of consideration paid has been recognized as contributed capital.

Note 4 – Investment

Common Stock Purchase

On November 22, 2018, the Company purchased 875,000 shares of the issued and outstanding common stock, on a 1:4 split adjusted basis, of One World Pharma, Inc. from the majority shareholder. The shares represented 66.2% of the issued and outstanding shares of the Company's common stock. Subsequently, a wholly-owned subsidiary of One World Pharma, Inc. was formed and merged with and into OWP Ventures, Inc. on February 21, 2019, and the 875,000 shares were cancelled and returned to treasury.

OWP VENTURES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

This acquisition was accounted for as a business combination under the purchase method of accounting. The purchase resulted in \$349,420 of goodwill. According to the purchase method of accounting, the Company recognized the identifiable assets acquired and liabilities assumed as follows:

	November 22, 2018
Consideration:	
Cash paid at closing	\$ 350,000
Accounts payable	198
Fair value of total consideration exchanged	\$ 350,198
Fair value of identifiable assets acquired assumed:	
Other current assets	\$ 778
Total fair value of assets assumed	778
Consideration paid in excess of fair value (Goodwill)⁽¹⁾	\$ 349,420

(1) The consideration paid in excess of the net fair value of assets acquired and liabilities assumed has been recognized as additional paid-in capital due to the subsequent reverse merger.

Note 5 – Related Party Transactions

Advances from Shareholders

See Note 12 for disclosures on short-term related party loans.

Common Stock Sales

On March 27, 2018, the Company sold 100 shares of common stock at \$0.10 per share to its Chief Executive Officer for proceeds of \$10 as part of the formation of the entity.

On March 27, 2018, the Company sold 4,844,900 shares of common stock at \$0.0001 per share to its Chief Executive Officer on subscriptions receivable. The proceeds of \$485 were subsequently received on November 9, 2018.

On March 27, 2018, the Company sold an aggregate of 16,205,000 shares of common stock to nine of the Company's founders at \$0.0001 per share on subscriptions receivable. The total proceeds of \$1,620 were subsequently received between November 5, 2018 and February 5, 2019.

OWP VENTURES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Note 6 – Fair Value of Financial Instruments

Under FASB ASC 820-10-5, fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). The standard outlines a valuation framework and creates a fair value hierarchy in order to increase the consistency and comparability of fair value measurements and the related disclosures. Under GAAP, certain assets and liabilities must be measured at fair value, and FASB ASC 820-10-50 details the disclosures that are required for items measured at fair value.

The Company has certain financial instruments that must be measured under the new fair value standard. The Company's financial assets and liabilities are measured using inputs from the three levels of the fair value hierarchy. The three levels are as follows:

Level 1 - Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.

Level 2 - Inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (e.g., interest rates, yield curves, etc.), and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).

Level 3 - Unobservable inputs that reflect our assumptions about the assumptions that market participants would use in pricing the asset or liability.

The following schedule summarizes the valuation of financial instruments at fair value on a recurring basis in the balance sheet as of December 31, 2018:

	Fair Value Measurements at December 31, 2018		
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Assets			
Cash	\$ 125,846	\$ -	\$ -
Total assets	<u>125,846</u>	<u>-</u>	<u>-</u>
Liabilities			
Convertible note payable	-	-	300,000
Advances from shareholders	-	514,141	-
Notes payable	-	-	200,000
Total liabilities	<u>-</u>	<u>(514,141)</u>	<u>(500,000)</u>
	<u>\$ 125,846</u>	<u>\$ (514,141)</u>	<u>\$ (500,000)</u>

There were no transfers of financial assets or liabilities between Level 1, Level 2 and Level 3 inputs for the year ended December 31, 2018.

Note 7 – Note Receivable

A note receivable of \$50,000 owed by KRG Logistics, Inc. ("KRG") was impaired and recognized as bad debts expense as of December 31, 2018.

On July 2, 2018, the Company loaned \$50,000 to KRG in exchange for a 90-day, unsecured promissory note, requiring the repayment of \$60,000, consisting of \$50,000 of principal and \$10,000 of interest on October 2, 2018. The promissory note provides the Company with a right of first refusal to purchase KRG at terms to be determined, or the right to apply the total amount due from KRG against amounts that may be owed by the Company to KRG for services provided to the Company, which could include sublease rent, logistics operations, import and export services and any other services provided KRG at the lowest current rates charged to any other customer(s). The note has been extended until June 30, 2019.

OWP VENTURES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Note 8 – Other Current Assets

Other current assets included the following as of December 31, 2018:

	December 31, 2018
Security deposit	\$ 4,494
Prepaid expenses	30,850
	<u>\$ 35,344</u>

Note 9 – Fixed Assets

Fixed assets consist of the following at December 31, 2018:

	December 31, 2018
Office equipment	\$ 18,314
Furniture and fixtures	23,595
Construction in progress	316,491
	<u>358,400</u>
Less: accumulated depreciation	(1,961)
Total	<u>\$ 356,439</u>

Construction in progress consists of equipment and capital improvements on the Popayán farm that have not yet been placed in service.

Depreciation and amortization expense totaled \$1,961 for the year ended December 31, 2018.

Note 10 – Accrued Expenses

Accrued expenses consisted of the following at December 31, 2018:

	December 31, 2018
Accrued payroll	\$ 6,327
Accrued withholding taxes	6,387
Accrued ICA fees and contributions	8,514
Accrued interest	12,924
Deferred rent obligations	273
	<u>\$ 34,425</u>

OWP VENTURES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Note 11 – Convertible Note Payable

Convertible note payable consists of the following at December 31, 2018:

	<u>December 31,</u> <u>2018</u>
On November 30, 2018, the Company received proceeds of \$300,000 on a secured convertible note that carries a 6% interest rate from CSW Ventures, LP (“CSW”). The proceeds were used to fund the Company’s purchase of 875,000 shares of common stock, on a 1:4 split adjusted basis, of One World Pharma, Inc. The Note is due on demand. In the event that the Company consummates the closing of a public or private offering of its equity securities, resulting in gross proceeds of at least \$500,000 (“Qualified Financing”) at any time prior to the repayment of this note, then the outstanding principal and unpaid interest may, at the option of the holder, be converted into such equity securities at a conversion price equal to eighty percent (80%) of the purchase price paid by the investors purchasing the equity securities in the Qualified Financing. The Company’s obligations under this Note are secured by a lien on the assets of the Company.	\$ 300,000
Less: unamortized debt discounts	-
Convertible note payable	<u><u>\$ 300,000</u></u>

In addition, the Company recognized and measured the embedded beneficial conversion feature present in the convertible notes by allocating a portion of the proceeds equal to the intrinsic value of the feature to additional paid-in-capital. The intrinsic value of the feature was calculated on the commitment date using the effective conversion price of the convertible notes. This intrinsic value is limited to the portion of the proceeds allocated to the convertible debt.

The aforementioned accounting treatment resulted in a total debt discount equal to \$75,000. The Company recorded finance expense in the amount of \$75,000, attributed to the aforementioned debt discount, during the year ended December 31, 2018.

The convertible note limits the maximum number of shares that can be owned by the note holder as a result of the conversions to common stock to 4.99% of the Company’s issued and outstanding shares.

The Company recorded interest expense pursuant to the stated interest rates on the convertible notes in the amount of \$1,529 for the year ended December 31, 2018.

OWP VENTURES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Note 12 – Advances from Shareholders

Advances from shareholders consist of the following at December 31, 2018:

	December 31, 2018
On various dates between May 3, 2018 and November 23, 2018, our CEO advanced short-term unsecured demand loans, bearing interest at 6% per annum, of an aggregate \$514,141 to the Company, as follows:	\$ 514,141
\$ 10,000 – May 3, 2018	
\$100,000 – May 3, 2018	
\$ 82,000 – May 14, 2018	
\$ 15,000 – May 29, 2018	
\$ 57,141 – October 25, 2018	
\$100,000 – October 30, 2018	
\$ 50,000 – November 9, 2018	
\$ 50,000 – November 21, 2018	
\$ 50,000 – November 23, 2018	
Total advances from shareholders	\$ 514,141

The Company recorded interest expense in the amount of \$10,738 for the year ended December 31, 2018.

Note 13 – Notes Payable

Notes payable consists of the following at December 31, 2018:

	December 31, 2018
On December 26, 2018, the Company received proceeds of \$100,000 from CSW on an unsecured promissory note due on demand that carries a 6% interest rate.	\$ 100,000
On November 26, 2018, the Company received proceeds of \$100,000 from CSW on an unsecured promissory note due on demand that carries a 6% interest rate.	100,000
Total notes payable	\$ 200,000

The Company recorded interest expense in the amount of \$658 for the year ended December 31, 2018.

Note 14 – Stockholders' Equity

Company is authorized to issue an aggregate of 200,000,000 shares of common stock with a par value of \$0.0001. As of December 31, 2018, there were 34,291,905 shares of common stock issued and outstanding.

Common Stock Sales

On December 14, 2018, the Company sold 100,000 shares of common stock at \$0.50 per share for proceeds of \$50,000.

On October 4, 2018, the Company sold 357,143 shares of common stock at \$0.42 per share for proceeds of \$150,000.

On September 20, 2018, the Company sold 238,095 shares of common stock at \$0.42 per share for proceeds of \$100,000.

On July 28, 2018, the Company sold 476,191 shares of common stock at \$0.42 per share for proceeds of \$200,000.

OWP VENTURES, INC. AND SUBSIDIARIES
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On June 15, 2018, the Company sold 1,190,476 shares of common stock at \$0.42 per share for proceeds of \$500,000.

On March 27, 2018, the Company sold 100 shares of common stock at \$0.10 per share to its Chief Executive Officer for proceeds of \$10 as part of the formation of the entity.

On March 27, 2018, the Company sold 4,844,900 shares of common stock at \$0.0001 per share to its Chief Executive Officer on subscriptions receivable. The proceeds of \$485 were subsequently received on November 9, 2018.

On March 27, 2018, the Company sold an aggregate 16,205,000 shares of common stock to nine of the Company's founders at \$0.0001 per share on subscriptions receivable. The total proceeds of \$1,620 were subsequently received between November 5, 2018 and February 5, 2019.

Common Stock Issued for Services

On October 30, 2018, the Company issued 630,000 shares of common stock to a consultant for services. The total fair value of the common stock was \$264,600 based recent independent third-party sales at \$0.42 per share.

On October 24, 2018, the Company issued 50,000 shares of common stock to a consultant in settlement for services. The total fair value of the common stock was \$21,000 based recent independent third-party sales at \$0.42 per share.

Common Stock Issued for Share Exchange

On May 30, 2018, the Company issued an aggregate 10,200,000 shares of common stock to the shareholders of One World Pharma SAS as part of a stock purchase agreement whereby OWP Ventures, Inc. acquired 100% of the common stock of One World Pharma SAS.

Adjustments to Additional Paid-In Capital

Pursuant to the merger with One World Pharma SAS, the net fair value of assets and liabilities assumed in excess of consideration paid, resulted in \$161,889, which has been recognized as contributed capital due to the related party nature of the merger.

Pursuant to the purchase of 66.2% of the outstanding common stock of One World Pharma, Inc for \$350,000 on November 30, 2018, the Company realized goodwill of \$349,420 on the consideration paid in excess of the net fair value of assets and liabilities assumed, which has been recognized as contributed capital due to the subsequent reverse merger between the two entities on February 21, 2019.

On various dates between April 16, 2018 and June 20, 2018, total capital contributions of \$136,440 were received from the Company's CEO, Craig Ellins.

Note 15 – Income Taxes

The Company accounts for income taxes under FASB ASC 740-10, which requires use of the liability method. FASB ASC 740-10-25 provides that deferred tax assets and liabilities are recorded based on the differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes, referred to as temporary differences.

For the year ended December 31, 2018, the Company incurred a net operating loss and, accordingly, no provision for income taxes has been recorded. In addition, no benefit for income taxes has been recorded due to the uncertainty of the realization of any tax assets. At December 31, 2018, the Company had approximately \$1,506,000 of federal net operating losses. The net operating loss carry forwards, if not utilized, will begin to expire in 2038.

OWP VENTURES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

The effective income tax rate for the year ended December 31, 2018 consisted of the following:

	December 31, 2018
Federal statutory income tax rate	21%
State income taxes	-%
Change in valuation allowance	(21)%
Net effective income tax rate	-

The components of the Company's deferred tax asset are as follows:

	December 31, 2018
Deferred tax assets:	
Net operating loss carry forwards	\$ 1,506,000
Net deferred tax assets before valuation allowance	\$ 316,260
Less: Valuation allowance	(316,260)
Net deferred tax assets	\$ -

Based on the available objective evidence, including the Company's history of its loss, management believes it is more likely than not that the net deferred tax assets will not be fully realizable. Accordingly, the Company provided for a full valuation allowance against its net deferred tax assets at December 31, 2018.

In accordance with FASB ASC 740, the Company has evaluated its tax positions and determined there are no uncertain tax positions.

Note 16 – Subsequent Events

Promissory Notes, Related Party

On various dates between October 25, 2018 and November 23, 2018, our CEO advanced funds to the Company totaling \$307,141 under short-term unsecured demand loans, bearing interest at 6% per annum. On February 13, 2019, these promissory notes were exchanged for an amended and restated promissory note in the principal amount of \$307,141 (the "Amended Note"). The Amended Note bears interest at 6% and is payable upon the earlier of (i) a public or private offering of its equity securities, resulting in gross proceeds of at least \$5,000,000, or (ii) February 13, 2022.

Convertible Promissory Note

On January 14, 2019, the Company received proceeds of \$500,000 on an unsecured convertible promissory note that carries a 6% interest rate from The Sanguine Group LLC. The Note was due January 14, 2022. In the event that the Company consummated the closing of a public or private offering of its equity securities, resulting in gross proceeds of at least \$500,000 ("Qualified Financing") at any time prior to the repayment of this note, then the outstanding principal and unpaid interest would automatically be converted into such equity securities at a conversion price equal to the lesser of (i) eighty percent (80%) of the purchase price paid by the investors purchasing the equity securities in the Qualified Financing, or (ii) \$0.424 per share. The Company's obligations under this Note were secured by a lien on the assets of the Company. A Qualified Financing subsequently occurred on February 4, 2019, at which time the principal and interest were converted into 1,253,493 shares of the Company's common stock.

Common Stock Sales

On various dates between January 3, 2019 and February 19, 2019, the Company sold an aggregate 3,900,000 shares of common stock at \$0.50 per share for total proceeds of \$1,950,000.

Common Stock Options Issued for Services

On February 8, 2019, the Company awarded cashless options to a service provider to acquire up to 100,000 shares of common stock, exercisable at \$0.50 per share over a thirty-six (36) month period from the origination date. The options vest as to (i) 8,333 shares on the 8th day of each subsequent month for the following eleven months, and (ii) 8,337 shares on the one-year anniversary of the effective date.

On February 8, 2019, the Company awarded cashless options to one of our directors to acquire up to 125,000 shares of common stock, exercisable at \$0.50 per share over a thirty-six (36) month period from the origination date. The options vest as to (i) 10,416 shares on the 8th day of each subsequent month for the following eleven months, and (ii) 10,424 shares on the one-year anniversary of the effective date.

On January 28, 2019, the Company awarded cashless options to a service provider to acquire up to 500,000 shares of common stock, exercisable at \$0.50 per share over a thirty-six (36) month period from the origination date. The options vest as to (i) 41,666 shares on the 8th day of each subsequent month for the following eleven months, and (ii) 41,674 shares on the one-year anniversary of the effective date.

On January 28, 2019, the Company awarded cashless options to a service provider to acquire up to 100,000 shares of common stock, exercisable at \$0.50 per share over a thirty-six (36) month period from the origination date. The options vest as to (i) 8,333 shares on the 8th day of each subsequent month for the following eleven months, and (ii) 8,337 shares on the one-year anniversary of the effective date.

**One World Pharma, Inc. and OWP Ventures, Inc.
Pro Forma Financial Information
(Unaudited)**

**For the Year Ended
December 31, 2018**

On February 21, 2019, One World Pharma, Inc. (“the Company”) entered into an Agreement and Plan of Merger with OWP Merger Subsidiary, Inc., our wholly-owned subsidiary, and OWP Ventures, Inc. (“OWP Ventures”), which is the parent company of One World Pharma, SAS (“OWP Colombia”). Pursuant to the Merger Agreement, we acquired OWP Ventures (and indirectly, OWP Colombia) by the merger of OWP Merger Subsidiary with and into OWP Ventures, with OWP Ventures being the surviving entity as our wholly-owned subsidiary (the “Merger”). As a result of the Merger (a) holders of the outstanding capital stock of OWP Ventures received an aggregate of 39,475,398 shares of our common stock; (b) options to purchase 825,000 shares of common stock of OWP Ventures at an exercise price of \$0.50 automatically converted into options to purchase 825,000 shares of our common stock at an exercise price of \$0.50; (c) the outstanding principal and interest under a \$300,000 convertible note issued by OWP Ventures became convertible, at the option of the holder, into shares of our common stock at a conversion price equal to the lesser of \$0.424 per share or 80% of the price we sell our common stock in a future “Qualified Offering”; (d) 875,000 shares of our common stock owned by OWP Ventures prior to the Merger were cancelled; and (e) OWP Ventures’ chief operating officer became our chief operating officer and two of OWP Ventures’ directors became members of our board of directors.

The following unaudited pro forma condensed combined balance sheets at December 31, 2018, and the unaudited pro forma condensed combined statement of operations and comprehensive income for the year ended December 31, 2018 presented herein are based on the historical financial statements of the Company and OWP Ventures, Inc. and its subsidiary, OWP Colombia, after giving effect to the Merger.

The historical financial information has been adjusted to give effect to events that are directly attributable to the Merger, factually supportable and, with respect to the statements of operations and comprehensive income, expected to have a continuing impact on the results of the combined company. This unaudited pro forma combined financial information should be read in conjunction with the historical financial statements and accompanying notes of OWP Ventures, and the historical financial statements and accompanying footnotes of the Company appearing in its periodic SEC filings. The adjustments that are included in the following unaudited pro forma combined financial statements are described in the notes below, which include the referenced notes that are marked in those financial statements.

ONE WORLD PHARMA, INC. / OWP VENTURES, INC.
PRO FORMA CONDENSED COMBINED BALANCE SHEETS
(Unaudited)

	As of December 31, 2018				
	One World Pharma, Inc.	OWP Ventures, Inc.	Pro Forma Adjustments	Note	Pro Forma Combined
ASSETS					
Current assets	\$ 701	\$ 161,190	\$ -		\$ 161,891
Other assets	-	356,439	-		356,439
Total assets	\$ 701	\$ 517,629	\$ -		\$ 518,330
LIABILITIES AND EQUITY (DEFICIT)					
Current liabilities	\$ 420	\$ 1,169,760	\$ -		\$ 1,170,180
Total liabilities	420	1,169,760	-		1,170,180
Stockholders' equity (deficit):					
Preferred Stock	-	-	-		-
Common stock	1,323	3,429	(3,429)	A	39,923
			39,475	B	
			(875)	C	
Additional paid-in capital	154,067	1,309,215	(152,282)	A	1,272,400
			(39,475)	B	
			875	C	
Stock Receivable	-	(602)	602	A	-
Accumulated other comprehensive income	-	(4,090)			(4,090)
Accumulated deficit	(155,109)	(1,959,982)	155,008	A,C	(1,960,083)
	281	(652,030)	(101)		(651,850)
Noncontrolling Interest	-	(101)	101	C	-
Total stockholders' equity (deficit)	281	(652,131)	-		(651,850)
Total liabilities and stockholders' equity (deficit)	\$ 701	\$ 517,629	\$ -		\$ 518,330

ONE WORLD PHARMA, INC. / OWP VENTURES, INC.
PRO FORMA CONDENSED COMBINED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME
(Unaudited)

	For the Year Ended December 31, 2018			
	One World Pharma, Inc.	OWP Ventures, Inc.	Pro Forma Adjustments	Pro Forma Combined
Revenue	\$ -	\$ -	\$ -	\$ -
Operating expenses	26,964	1,871,849	-	1,898,813
Net operating loss	(26,964)	(1,871,849)	-	(1,898,813)
Other expense	-	(88,234)	-	(88,234)
Net loss	\$ (26,964)	\$ (1,960,083)	\$ -	\$ (1,987,047)
Less: Net loss attributable to the noncontrolling interest	-	101	(101)	101
Net loss attributable to OWP Ventures, Inc.	\$ (26,964)	\$ (1,959,982)	\$ (101)	\$ (1,986,946)
loss on foreign currency translation	-	(4,090)	-	(4,090)
Net other comprehensive loss	\$ (26,964)	\$ (1,964,072)	\$ (101)	\$ (1,991,036)
Weighted average number of common shares outstanding - basic and fully diluted	1,322,500	31,992,168		39,922,898
Net loss per share - basic and fully diluted	\$ (0.02)	\$ (0.06)		\$ (0.05)

Note 1 – Basis of Pro Forma Presentation

The accompanying unaudited pro forma condensed combined financial statements are based on the historical condensed consolidated financial statements of the Company and OWP Ventures, as adjusted to give effect to the Merger. The unaudited pro forma condensed consolidated balance sheets as of December 31, 2018 gives effect to the Merger of OWP Ventures as if it occurred on December 31, 2018. The unaudited pro forma condensed consolidated statements of operations and comprehensive income for the year ended December 31, 2018 gives effect to the Merger of OWP Ventures as if it had occurred on January 1, 2018.

The unaudited pro forma combined financial information is based on the assumption that the Merger is accounted for using the acquisition accounting method in accordance with the Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) 805, *Business Combinations*, and includes all adjustments that are directly attributable to the transactions, and are factually supportable regardless of whether they have continuing impact or are nonrecurring.

The unaudited pro forma combined financial information does not give effect to the potential impact of current financial conditions, regulatory matters, operating efficiencies or other savings or expenses that may be associated with the Merger. The unaudited pro forma condensed combined financial information also does not include any future integration costs. The unaudited pro forma condensed combined financial information has been prepared by management for illustrative purposes only in accordance with Article 11 of SEC Regulation S-X and is not necessarily indicative of the combined financial position or results of operations in future periods or the results that actually would have been realized had the Company and OWP Ventures been reporting operations on a consolidated basis during the specified periods presented.

Note 2 – Pro Forma Adjustments

The pro forma condensed combined financial information is based upon the historical financial statements of the Company and OWP Ventures and certain adjustments that the Company believes are reasonable to give effect to the Merger. These adjustments are based upon currently available information and certain assumptions, and therefore the actual adjustments will likely differ from the pro forma adjustments. The pro forma condensed combined financial statements were prepared using the acquisition method of accounting for the business combination.

The following pro forma adjustments are included in the unaudited pro forma condensed combined balance sheets and statements of operations:

A – Elimination of One World Pharma’s equity.

B – Issuance of 39,475,398 shares of the Company’s common stock in connection with the Merger based on a 1:1 exchange of outstanding OWP Ventures shares at closing.

C – Cancellation of 875,000 One World Pharma, Inc. shares owned by OWP Ventures prior to the Merger.

D – Debt settlement pursuant to November 22, 2018 purchase of 875,000 of the outstanding shares of common stock from the former CEO, on a split adjusted basis.