

INVESTMENT COMMITMENT AND CALL OPTION AGREEMENT

This investment commitment and call option agreement (the "ICO Agreement" or the "Agreement") dated as of May 26, 2018, is entered into by and between the following parties:

- (a) FCM GLOBAL S.A.S., a simplified stock corporation (*sociedad por acciones simplificada*) duly incorporated under the laws of the Republic of Colombia, identified with tax identification number 900.901.386-6, hereby represented by its legal representative Carlos Velasquez (hereinafter "FCM" or the "Company"), as evidenced in the Certificate of Existence enclosed herein as Annex No.1(a);
- (b) PROMOTORA AAA S.A.S., a simplified stock corporation (*sociedad por acciones simplificada*) duly incorporated under the laws of the Republic of Colombia, identified with tax identification number 900.535.286-0, hereby represented by its legal representative Carlos Velasquez (hereinafter "Promotora"), as evidenced in the Certificate of Existence enclosed herein as Annex No.1(b);
- (c) JUAN FELIPE VELÁSQUEZ AGUDELO, of legal age, identified with Citizenship Card No. 98.550.681, hereby acting on his own behalf (hereinafter "Velásquez");
- (d) MANI PARTNERS LLC, a limited liability company, duly incorporated under the laws of the state of Delaware, identified with registration number 82-3024677, hereby represented by its [proxy/authorized officer] Leo LaForce (hereinafter "Mani" and jointly with Promotora and Velásquez, the "Shareholders"), as evidenced in the documents enclosed herein as Annex No.1(c); and
- (e) ORION NUTRACEUTICALS INC, a company duly incorporated under the laws of the Province of British Columbia, hereby represented by its authorized officer Jonathan Fiteni, Chief Executive Officer (hereinafter "Orion"), as evidenced in the documents enclosed herein as Annex No.2.

The Company, the Shareholders and Orion will be jointly referred to as the "Parties", and individually any of them as a "Party".

WHEREAS

1. FCM Global S.A.S., is a simplified stock corporation whose main corporate purpose is performing agricultural, agronomic, cultivation, production, import, export, storage, transportation, commercialization, distribution, financing and exploitation of agro industrial crops.
2. The Company has a subscribed and paid-in capital of COP\$1.810.000.000, divided in 90,500 ordinary shares of a par value of COP\$20.000, each (hereinafter the "Current Capital").
3. The Shareholders are the current and only shareholders of the Company.
4. On April 26, 2018, the Company and Orion executed a non-binding letter of intention (hereinafter the "LOI") by means of which Orion and the Company, on its own behalf and on behalf of the Shareholders, agreed on the main terms and conditions upon which the Company and the Shareholders are willing for the Company to issue 25% of the share capital of the Company, and a further 10% of the share capital of the Company upon Listing and issue a call option for an additional 14% of the Share Capital of the Company in 2020 based on 2019 results, and for Orion to make a capital contribution to the Company or buy from the Shareholders.

5. The Company, the Shareholders and Orion have agreed the terms under which Orion will make the capital contribution to the Company.

Having said the above, the Parties of this Agreement agree as follows:

CLAUSES

Clause 1. Definitions and Interpretation.

1.01. Defined Terms.

For all purposes of the Agreement and unless otherwise is expressly stated, the following terms shall have the meaning set forth below:

“Additional Shares” shall have the meaning ascribed in section 6.04(a).

“Agreement” shall have the meaning ascribed in the recitals.

“Applicable Law” means with respect to any person, the laws, decrees, resolutions, regulations and code issued by national or local authorities, along with the award or rulings.

“Bridge Loan Creditors” shall mean, collectively or individually as it is required, each of the entities and/or individuals listed as a creditor under a Bridge Loan Facility.

“Bridge Loan Facilities”, shall mean, collectively or individually as it is required, the loan agreements and profit sharing agreements identified in Annex 4.

“Bridge Loan Settlement” shall mean any settlement reached directly by Orion with a Bridge Loan Creditor, by means of which Orion delivered cash or Orion Treasury Stock to repay the relevant Bridge Loan Facility on behalf of the Company, resulting in Orion being a surrogate creditor for such Bridge Loan Facility vis-à-vis the Company.

“Business Day” means any day of the week except for Saturdays, Sundays, and any other day in which commercial banks are not required by law or governmental action to be open to the public in Vancouver, British Columbia and Bogotá, Colombia.

“Canadian Dollars” or “CAN” means dollars of Canada.

“Closing Date” means, each, a date that is considered a Subscription Date.

“Colombian Central Bank” means *Banco de la República de Colombia*, the Colombian lender of last resort and governmental authority for monetary policy and foreign exchange regulations.

“Colombian Pesos” or “COP” means pesos of the Republic of Colombia.

“Current Capital” shall have the meaning ascribed in the recitals.

“Dollars” or “USD” means dollars of the United States of America.

“Dollar Purchase Price” shall have the meaning, as the context requires, provided in clause 3.01 or 4.01.

“Execution Date” shall mean the date of execution of this Agreement.

“FCM Compensation Account” shall mean a bank account held by the Company at a commercial bank in the United States of America, that is registered as a compensation account (*cuenta de compensación*) with the Colombian Central Bank.

“First Closing Date” means the date in which the first Subscription Date occurs.

“Governmental Authority” shall be (i) any national or local authority empowered to enact any laws, resolutions, or any general and mandatory regulations; (ii) any other private or public entity empowered to regulate or surveille the compliance of such regulations; (iii) any authority which belongs to the Colombian jurisdiction.

“Material Adverse Change” shall mean any event, change, circumstance which or may have an adverse effect in the Company, its financial situation, reputation, assets or faculty to comply with its obligations.

“Option” shall have the meaning set forth in clause 6.01.

“Option Call Date” shall mean the date in which Orion notifies the Company and the Shareholders its decision to enforce the Option.

“Option Closing Date” shall have the meaning set forth in section 6.05 below.

“Orion Credit Agreement” means the loan agreement entered into by Orion, as lender, and the Company, as borrower, dated April 27, 2018, for up to USD\$200,000, subject to the conditions provided therein.

“Orion FCM Shares” shall have the meaning, as the context requires, set forth in section 3.01 or 4.01 below.

“Orion Treasury Stock” means common shares issued by Orion, as subject to applicable Canadian securities law hold periods. The Orion Treasury Stock shall be priced at (i) if Orion has not performed Listing, CAN \$1.00 per Orion Treasury Stock; or (ii) if Orion performs Listing, at the market value for trades in the relevant trading venue.

“Orion Treasury Stock Escrow” shall have the meaning set forth in section 5.01 below.

“Placement Rules” shall mean the rules for placement of shares (*reglamento de suscripción de acciones*) approved by the general shareholders assembly of the Company for the issuance and placement of the Orion FCM Shares, substantially in the terms provided in Section 3.01, Section 4.01 and Section 5.04 of this Agreement, as the case may be.

“Pooling Agreement” means the agreement between Orion and the holders of Orion Treasury Stock as it governs the Orion Treasury Stock Escrow. Such pooling agreement may also include as a party, but is not required to, Orion’s transfer agent and registrar, Computershare Trust Company of Canada.

“Shareholders Agreement” shall have the meaning set forth in section 3.04 below.

“Subscription Date” each shall mean a date in which Orion subscribes for the Orion FCM Shares pursuant to the terms and conditions of this Agreement and the Placement Rules.

Clause 2. Purpose of the Agreement.

The purpose of this Agreement is to establish the terms and conditions under which Orion will perform a capital contribution to the Company.

Clause 3. Issuance of Shares and Closing Date.

3.01. Issuance of Shares.

Within the next Business Day following the Execution Date, the legal representative of the Company will summon a general shareholders assembly extraordinary meeting (*reunion extraordinaria de asamblea general de accionistas*) to approve the issuance of 30,167 shares of the Company to Orion, in the manner described in this Clause 3. The Shareholders will hold the general shareholders assembly extraordinary meeting (*reunion extraordinaria de asamblea general de accionistas*) five (5) calendar days after the meeting's summoning, in order to approve the issuance of 30,167 shares of the Company to Orion (hereinafter the "Orion FCM Shares"), granting Orion 25% of the political and economic rights distributable by the Company to its shareholders.

The regulations for the placement of the Orion FCM Shares shall include at least the following terms:

- (a) The approval of the issuance and placement of Orion FCM Shares, each at COP20.000 par value, granting Orion 25% of the political and economic rights distributable by the Company to its shareholders.
- (b) The only addressee shall be Orion.
- (c) Orion FCM Shares shall be issued without a preemptive right, and the Shareholders will expressly waive this right.
- (d) The total purchase price of the Orion FCM Shares will be seven million five hundred thousand Dollars (USD 7,500,000) (the "Dollar Purchase Price").
- (e) The price per share of each Orion FCM Share is USD 348.10 per Orion FCM Share (the "Price per Share"), being the result of dividing the Dollar Purchase Price by the number of Orion FCM Shares.
- (f) The Dollar Purchase Price to be paid by Orion for the issuance of the Orion FCM Shares is as follows (the "Shares Payment Schedule"):
 - 1. No later than May 31, 2018, Orion will convert the amount outstanding under the Orion Credit Agreement, comprised of USD 200,000 capital and accrued but unpaid interest in exchange for eight hundred and four (804) Orion FCM Shares.
 - 2. In cash, at the FCM Fiduciary Account:
 - A. In May 2018, USD 200,000 in exchange for eight hundred and four (804) Orion FCM Shares.
 - B. In June 2018, USD 200,000 in exchange for eight hundred and four (804) Orion FCM Shares.
 - C. In June 2018, USD 200,000 in exchange for eight hundred and four (804) Orion FCM Shares.
 - D. In July 2018, USD 250,000 in exchange for one thousand and six (1,006) Orion FCM Shares.
 - E. In July 2018, USD 250,000 in exchange for one thousand and six (1,006) Orion FCM Shares.

- F. In August 2018, USD 200,000 in exchange for eight hundred and four (804) Orion FCM Shares.
- G. In September, October, or November 2018, USD 1,000,000 in exchange for four thousand and twenty-two (4,022) Orion FCM Shares.
- 3. (i) In cash, at the FCM Fiduciary Account, and/or (ii) in Orion Treasury Stock, each valued at CAN\$ 1.00 per Orion Treasury Stock, and/or (iii) capitalizing any Bridge Loan Settlement, [up to a maximum of USD 1,000,000], in exchange for four thousand and twenty-two (4,022) Orion FCM Shares.
- 4. Upon completion of all agreements and in [June/July/August] USD 1,500,000 (i) in *Three equal payments of 763,000 of Orion Treasury Shares*, Orion Treasury Stock, each valued at CAN\$ 0.85 per Orion Treasury Stock, or (ii) in cash, in exchange for six thousand and thirty-three (6,033) Orion FCM Shares.
- 5. On September/Oct/November, 2018, USD 2,500,000 (i) in 3 Equal Payments of *1,080,000 of Orion Treasury Stock*, each valued at CAN\$ 1.00 per Orion Treasury Stock, or (ii) in cash, in exchange for ten thousand and fifty-eight, (10,058) Orion FCM Shares.

The Orion Treasury Stock will be held in the Orion Treasury Stock Escrow under the terms of the Pooling Agreement.

- (g) The Orion FCM Shares will be offered by the legal representative of the Company at the next Business Day following the meeting of the Shareholders Assembly (the "Offer").
- (h) Orion will be entitled to accept the Offer within the fifteen (15) Business Days following the receipt of the Offer.
- (i) The payment of the Orion FCM Shares shall be made in accordance with the Shares Payment Schedule.

3.02. Use of Proceeds

The Company shall use the funds received from the subscription of Orion FCM Shares, as follows:

- (a) One million five hundred thousand Dollars (USD1,500,000) received in cash, to be used by the Company to build the facilities in which it will develop its main corporate purpose.
- (b) One million Dollars (USD1,000,000) received in cash, to be used by the Company to use in distribution and/or cash for operational or market expansion.
- (c) One million Dollars (USD1,000,000) received in cash and/or Orion Treasury Stock and/or Bridge Loan Settlements, to be used by the Company to prepay the Bridge Loan Facilities; and/or capitalizing any Bridge Loan Settlement, if any.

Prior to the respective Subscription Date, the Company will negotiate in good faith with each Bridge Loan Creditor the anticipated voluntary prepayment of the Bridge Loan Facilities, and will offer the Bridge Loan Creditors the following options:

- 1. The Company will perform the anticipated voluntary prepayment of the relevant Bridge Loan Facility in cash, using cash received from the subscription of Orion FCM Shares;

2. The Company will perform the anticipated voluntary prepayment of the relevant Bridge Loan Facility in Orion Treasury Stock, using Orion Treasury Stock received from Orion from the subscription of Orion FCM Shares, each Orion Treasury Stock at a CAN\$1.00 per share value;
3. The Company will offer Orion to perform payment directly with the relevant Bridge Loan Creditor the anticipated voluntary prepayment of the relevant Bridge Loan Facility on behalf of the Company. In such case, Orion will result as creditor of the Company and will be able to capitalize such credit for the amount paid.

Furthermore, Orion and each Bridge Loan Creditor will agree on any trading or other restrictions applicable to Orion Treasury Stock issued by Orion and delivered to the relevant Bridge Loan Creditor.

- (d) Four million Dollars (USD 4,000,000) received in Orion Treasury Stock or in cash to be used by the Company to (i) maintain stock in Orion by the shareholders, subject to the conditions of the Orion Treasury Stock Escrow or (ii) to perform capital expenditures or operational expenditures of the Company.

3.03. Closing Dates

Each Closing Date will take place in each Subscription Date following Orion's acceptance of the Offer in the offices of the Company, located at Calle 7 Sur No. 42 – 70, Office 1412, Forum Building, or at any other location previously agreed by the Company and Orion, at 11:00 a.m. or at any other time agreed by the Company and Orion.

For avoidance of doubt, the First Closing will take place at the First Closing Date at Calle 7 Sur No. 42 – 70, Office 1412, Forum Building, at 11:00am.

3.04. Shareholders Agreement

On the First Closing Date, the Parties shall execute a shareholders agreement, substantially in the terms and conditions hereby enclosed in Annex No.3 (the "Shareholders Agreement"). The Shareholders Agreement shall include provisions regarding pre-emptive rights in the subscription and purchase of shares, tag-along rights, drag-along rights, board composition, decisions subject to qualified majorities within the shareholders assembly and the board of directors of the Company, among other matters.

3.05. Orion Closing Deliverables.

On the First Closing Date, Orion will deliver to the Company and the Shareholders the following:

- (a) Evidence of (i) the transfer to the FCM Fiduciary Account of the payment for the Orion FCM Shares subscribed on the First Closing Date, and (ii) the registration of FCM as an Orion shareholder for the relevant amount of Orion Treasury Stock, as the case may be.
- (b) Executed copy of the Shareholders Agreement.
- (c) Executed copy of the Pooling Agreement, substantially in the form attached herein as Annex No. 5.

On each subsequent Closing Date, Orion will deliver to the Company evidence of the transfer for the payment of the Orion FCM Shares subscribed in such Closing Date and (ii) the registration of FCM as an Orion shareholder for the relevant amount of Orion Treasury Stock, as the case may be.

3.06. Company and Shareholders Closing Deliverables.

On the First Closing Date, the Company and the Shareholders will deliver Orion the following:

- (a) A copy of the general shareholders resolutions approving the issuance of Orion FCM Shares.
- (b) Certificates of the Orion FCM Shares subscribed on the First Closing Date.
- (c) A copy of the stock ledger (*libro de registro de accionistas*) of the Company evidencing the registration of Orion as shareholder of the Company and owner of the Orion FCM Shares subscribed on the First Closing Date.
- (d) Executed copy of the Shareholders Agreement.

On each subsequent Closing Date, the Company will deliver to Orion:

- (a) Certificates of the Orion FCM Shares subscribed on such Closing Date.
- (b) A copy of the stock ledger (*libro de registro de accionistas*) of the Company evidencing the registration of Orion as shareholder of the Company and owner of the Orion FCM Shares subscribed on from the First Closing Date until such Closing Date.

Clause 4. Issuance of Orion FCM Shares upon Listing

4.01 Issuance of Shares.

Within the next Business Day following the Listing (as defined in Section 5.02 below), the legal representative of the Company will summon a general shareholders assembly extraordinary meeting (*reunion extraordinaria de asamblea general de accionistas*) to approve the issuance of 18,564 shares of the Company to Orion, in the manner described in this Clause 3. The Shareholders will hold the general shareholders assembly extraordinary meeting (*reunion extraordinaria de asamblea general de accionistas*) five (5) calendar days after the meeting's summoning, in order to approve the issuance of 18,564 shares of the Company to Orion (hereinafter the "Orion FCM Shares"), granting Orion an additional 10% of the political and economic rights distributable by the Company to its shareholders.

The regulations for the placement of the Orion FCM Shares shall include at least the following terms:

- (a) The approval of the issuance and placement of Orion FCM Shares, each at COP20.000 par value, granting Orion an additional 10% of the political and economic rights distributable by the Company to its shareholders.
- (b) The only addressee shall be Orion.
- (c) Orion FCM Shares shall be issued without a preemptive right, and the Shareholders will expressly waive this right.
- (d) The total purchase price of the Orion FCM Shares will be three million Dollars (USD3,000,000) (the "Dollar Purchase Price").
- (e) The price per share of each Orion FCM Share is USD 161.61 per Orion FCM Share (the "Price per Share"), being the result of dividing the Dollar Purchase Price by the number of Orion FCM Shares.

- (f) The Dollar Purchase Price to be paid by Orion for the issuance of the Orion FCM Shares within the 3 Business Days following the acceptance of the Offer (as defined below) is USD 3,000,000 in (i) three million and nine hundred thousand (3,900,000) of Orion Treasury Shares, each valued at CAN\$ 1.00 per Orion Treasury Stock or (ii) cash, in exchange for eighteen thousand five hundred and sixty-four (18,564) Orion FCM Shares.

The Orion Treasury Stock will be held in the Orion Treasury Stock Escrow under the terms of the Pooling Agreement.

- (g) The Orion FCM Shares will be offered by the legal representative of the Company at the next Business Day following the meeting of the Shareholders Assembly (the "Offer").
- (h) Orion will be entitled to accept the Offer within the fifteen (15) Business Days following the receipt of the Offer.

4.02 Use of Proceeds

The Company shall use (i) the Orion Treasury Stock received from the subscription of Orion FCM Shares by the Company to maintain stock in Orion, subject to the conditions of the Orion Treasury Stock Escrow by Orion or (ii) the funds received to perform capital expenditures or operational expenditures of the Company.

4.03 Closing Date

Closing Date will take place in the respective Subscription Date following Orion's acceptance of the Offer in the offices of the Company, located at Calle 7 Sur No. 42 – 70, Office 1412, Forum Building, or at any other location previously agreed by the Company and Orion, at 11:00 a.m. or at any other time agreed by the Company and Orion.

4.04 Orion Closing Deliverables.

On the Closing Date, Orion will deliver to the Company and the Shareholders evidence of the registration of FCM as an Orion shareholder for the relevant amount of Orion Treasury Stock.

4.05 Company and Shareholders Closing Deliverables.

On the Closing Date, the Company and the Shareholders will deliver Orion the following:

- (e) A copy of the general shareholders resolutions approving the issuance of Orion FCM Shares.
- (f) Certificates of the Orion FCM Shares subscribed on the respective Closing Date.
- (g) A copy of the stock ledger (*libro de registro de accionistas*) of the Company evidencing the registration of Orion as shareholder of the Company and owner of the Orion FCM Shares subscribed on from the First Closing Date until such Closing Date.

Clause 5. Escrow and Scale back

5.01 Orion Treasury Stock Escrow

Orion Treasury Stock received by the Company from Orion shall remain in escrow with Orion's registrar and transfer agent (Computershare Trust Company of Canada) or maintain contractual

restrictions on transfer under the Pooling Agreement for 36 months from the date of issuance, with 10% bearing only the Canadian securities law 4 month hold, with the balance released as to 15% at 6 months from issuance, 15% at 12 months from issuance, 15% at 18 months from issuance, 15% at 24 months from issuance, 15% at 30 months from issuance and 15% at 36 months from issuance.

5.02 Orion Public Listing – Scale back

Orion undertakes to apply for a listing of its shares on the Canadian Securities Exchange (the “Listing”) no later than September 30, 2018 (the “Listing Target Date”). If Orion fails to perform a successful Listing before or on the Listing Target Date then, the Parties shall negotiate in good one or all of the following scenarios:

- (a) The Company may offer Orion to subscribe 18,564 shares of the Company for three million Dollars (USD3,000,000) in cash in exchange for 10% of the political and economic rights distributable by the Company to its shareholders, in substantially the same terms and conditions set forth in Clause 4 above; or
- (b) The Company, the Shareholders and Orion may agree on postponing the Listing Target Date to a future date that cannot exceed the Option Call Date (as defined in Clause 6 below) to allow Orion to subscribe 18,564 shares of the Company for three million Dollars (USD3,000,000) in Orion Treasury Stock valued at CAN\$1.00 in exchange for 10% of the political and economic rights distributable by the Company to its shareholders, or
- (c) The Company, the Shareholders and Orion may agree that Orion will not subscribe additional shares of the Company and will maintain its capital participation at 25% of the outstanding shares of the Company.

Clause 6. Call Option - Issuance of Additional Shares.

6.01 Issuance of Additional Shares.

Orion shall have the option to make an additional capital investment in consideration of the issuance of a number of ordinary shares of the Company, equivalent to 14% of the subscribed-in capital of the Company at the moment of exercise of the option (the “Option”).

The Shareholders shall be obliged to approve all decisions and proceeding necessary to adopt the terms of the Option and to instruct the members of the appropriate corporate body the approval of these matters.

6.02 Terms to exercise the Option.

Orion shall be entitled to exercise the Option within the 60 days after the Company's audited financial statements year ending 2019 have been approved by the Company's general shareholders assembly.

6.03 Notice to exercise the Option.

If Orion decides to exercise the Option, it shall send the Company and the Shareholders a notice informing the exercise of the Option within the Option's exercise term (the “Option Call Date”).

6.04 Issuance of Shares.

Within the five (5) calendar days following the occurrence of the Option Call Date, the Shareholders will hold a general shareholders assembly extraordinary meeting (*reunion extraordinaria de*

asamblea general de accionistas), in order to approve the issuance of ordinary shares of the Company to Orion, equivalent to 14% of the capital of the Company on a fully diluted basis at the moment of exercise of the option (hereinafter the “Additional Shares”).

The regulations for the placement of the Additional Shares shall include at least the following terms:

- (a) The issuance of a number of Additional Shares to be determined as 14% of the capital of the Company on a fully diluted basis of par value of COP\$20.000, each.
- (b) The only addressee shall be Orion.
- (c) The Additional Shares shall be issued without a preemptive right.
- (d) The price per share will be determined as the result of (i) multiplying the 2019 Normalized EBITDA by (A) 8.5 or (B) a market standard average EBITDA used for these kind of transactions; and (ii) dividing the result of item (i) above by the number of Additional Shares (the “Price per Additional Share”) and the total amount to be paid by Orion for the issuance of the Additional Shares will be determined by multiplying the Price per Additional Share to the number of Additional Shares.

For the purposes of this Section 6.04, “2019 Normalized EBITDA” means the Company’s actual 2019 EBITDA minus (i) the impact of FCM product sales to Orion at the actual 2019 EBITDA margin for the Company and (ii) 50% of the gross revenue earned by FCM derived from sales generated by management, directors or agents of Orion.

- (e) The Additional Shares will be offered by the legal representative of the Company within the 3 Business Days following the meeting of the Board of Directors (the “Option Offer”).
- (f) Orion will be entitled to accept the Option Offer within the 10 Business Days following the receipt of the Offer.
- (g) The payment of the Additional Shares shall be made within the 3 Business Days following the acceptance of the Option Offer to shareholders as defined in this agreement.

6.05 Option Closing Date

The Option Closing will take place the 3rd Business Day following the acceptance of the Option Offer in the offices of the Company, located at Calle 7 Sur No. 42 – 70, Office 1412, Forum Building, or at any other location previously agreed by the Company and Orion, at 11:00 a.m. or at any other time agreed by the Company and Orion (the “Option Closing Date”).

6.06 Orion Closing Deliverables.

On the Option Closing Date, Orion will deliver to the Company and the Shareholders the following evidence of the transfer to the FCM Compensation Account of the payment of the Additional Shares subscribed on the Option Closing Date.

6.07 Company and Shareholders Closing Deliverables.

On the Option Closing Date, the Company and the Shareholders will deliver Orion the following:

- (h) A copy of the general shareholders resolutions approving the issuance of the Additional Shares.

- (i) Certificates of the Additional Shares subscribed on the Option Closing Date.
- (j) A copy of the stock ledger (*libro de registro de accionistas*) of the Company evidencing the registration of Orion as shareholder of the Company and owner of the Additional Shares subscribed on the Option Closing Date.

Clause 7. Representations and Warranties of the Shareholders and the Company.

7.01 Incorporation, Existence, Legal Capacity and Authorizations.

The Shareholders hereby declare and guarantee to Orion that, as of the Date of Execution, and such representations will be renewed at each Subscription Date, Closing Date, Option Call Date and Option Closing Date, the following statements are correct:

- (a) Promotora is a company duly incorporated under the laws of the Republic of Colombia and that it is duly represented for the execution of this Agreement. Such representatives have all the powers and authorization to execute this Agreement and all documents derived therein, and are entitled to comply with its terms and conditions.
- (b) Mani is a company duly incorporated under the laws of the State of Delaware, and that it is duly represented for the execution of this Agreement. Such representatives have all the powers and authorization to execute this Agreement and all documents derived therein, and are entitled to comply with its terms and conditions.
- (c) Velásquez is an individual legally capable to execute this Agreement and all documents derived therein, and to comply with all its terms and conditions.
- (d) This Agreement is valid and binding for the Shareholders and its compliance can be enforced.

7.02 Absence of Default

The Shareholders hereby declare and guarantee to Orion that, as of the Date of Execution such representations will be renewed at each Subscription Date, Closing Date, Option Call Date and Option Closing Date, the following statements regarding the absence of default are correct:

- (a) The execution and compliance of this Agreement by the Shareholders:
 - i. Does not breach any Applicable Law or internal regulation.
 - ii. Does not require the approval, consent or authorization by any third party.
- (b) There are no events or circumstances that can lead to an administrative takeover of the Company by any Governmental Authority.
- (c) There are no events or circumstances that can lead to, or may have as a consequence, a Material Adverse Change.
- (d) The Shareholders, the Company and the administrators:
 - i. Have or are not been investigated or sanctioned by the Office of Foreign Assets Control of the United States, the Bureau of Industry and Security or the U.S. Directorate of Defense and Trade Controls.

- ii. Have not been related by any competent authority in any kind of investigations regarding drug dealing, terrorism, money laundering and terrorism financing, or other crimes related with the above.
- iii. Have not been condemned by any competent authority or be involved in any prosecution regarding the above.

7.03 Material Adverse Change.

The Shareholders hereby declare and guarantee to Orion that, as of Execution Date there has not been a Material Adverse Change.

This declaration must be renewed at each of Subscription Date, Closing Date, Option Call Date and Option Closing Date.

7.04 Existence, shareholders composition and contingencies of the Company.

The Company hereby personally declares and guarantees to Orion that, as of the Date of Execution, the following statements are correct:

- (a) The Company is duly incorporated under the laws of the Republic of Colombia and has all the corporate authorizations and permits required to perform its corporate purpose.
- (b) The Shareholders are the sole and exclusive owners of the issued shares of the Company. The shares of the Company are free of any limitation, encumbrance, pledges, trust, options, seizure measures, judicial proceedings, usufructs and have not been sold or promised to any third party, which can affect the compliance of this Agreement.
- (c) The execution of this Agreement and all documents derived therein and the execution of all obligations of the Company, do not violate or breach in any way:
 - i. The Applicable Law.
 - ii. The by-laws and other corporate documents of the Company.
 - iii. The obligations derived from any agreement.
- (d) The information delivered for the performance of the due diligence is correct and complete.
- (e) The Company has no knowledge of any claims, proceeding, legal actions which have been served; and under the current knowledge of the Company, there are no events or facts which could lead to any claim or proceeding.

Clause 8. Representations and Warranties of Orion.

8.01 Incorporation, Existence, Legal Capacity and Authorizations.

Orion hereby declares and guarantees to the Shareholders that, as of the Date of Execution and the Closing Date, the following statements are correct:

- (a) Orion is a company, duly incorporated under the laws of the Province of British Columbia and its representative is duly authorized to execute and comply with the terms of this Agreement.

- (b) This Agreement is valid and binding for Orion and its compliance can be enforced.

8.02 Absence of Default

Orion hereby declares and guarantee to the Shareholders that, as of the Date of Execution and in the Closing Date, the following statements regarding the absence of default are correct:

- (a) The execution and compliance of this Agreement by Orion does not breach any Applicable Law or internal regulation.
- (b) Orion and its directors:
 - i. Have not or are not being investigated or sanctioned by the Office of Foreign Assets Control of the United States, the Bureau of Industry and Security or the U.S. Directorate of Defense and Trade Controls.
 - ii. Have not been related by any competent authority in any kind of investigations regarding drug dealing, terrorism, money laundering and terrorism financing, or other crimes related with the above.
 - iii. Have not been condemned by any competent authority or be involved in any prosecution regarding the above.

Clause 9. Indemnity

9.01 Indemnity derived from the Representations and Warranties.

Each of the Parties (the "Defaulting Party") is obliged to keep harmless and indemnify the other Party (the "Non-Defaulting Party") any damages, including any fees derived from any attorneys, incurred to the Non-Defaulting Party regarding any of the following:

- (a) Misrepresentation or any other breach of the Defaulting Party regarding any representation or warranty.
- (b) Breach of any obligation of the Agreement.

The obligation to indemnify will endure up to the maximum term permitted in the Applicable Law.

Clause 10. Exclusivity

For the duration of this Agreement, the Shareholders shall not and will not engage, directly or indirectly, in order to obtain, or have any ownership interest in, any business, company and/or venture related to the corporate purpose of the Company or similar or synergistic business, including without limitation participating, directly or indirectly, in any business, company and/or venture related to services and marketing opportunities with respect to current or former customers or prospects of the Company.

Clause 11. General Terms.

11.01 Entire Agreement.

This Agreement supersedes any prior understanding or agreement between the Parties, either written or oral, which may have been related to the subject matter hereof in any way.

11.02 Severability.

If any provision of this Agreement shall to any extent be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions of this Agreement, and the remainder of this Agreement, and the application of such provision shall not be affected thereby, it being hereby agreed that such provisions are severable and that this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

11.03 Notices.

Any notice provided for in this Agreement will be in writing and will be deemed properly delivered in person, by email or by courier to the addresses below.

Each Party shall inform in writing the other Parties any change to the information listed below, by prior notice of at least ten (10) days.

If to Promotora, at:

Promotora AAA S.A.S.
 Contact: Carlos Velasquez
 Address: Calle 7 Sur # 42-70. Oficina 1412. Medellin - Colombia
 Telephone: +57(4)322-1181
 Email: cvelasquez@verdecann.com

If to Velásquez, at:

Juan Felipe Velásquez
 Address: Avenue de la Junction 5, Brussels - Belgium
 Telephone: +32498913032
 Email: fvelasquez@verdecann.com

If to Mani, at:

Mani Partners LLC
 Contact: Leo LaForce
 Address: 70 Dora Street #1, Stamford, Connecticut 06902 - USA
 Telephone: +1 203 252 1469
 Email: llaforce@verdecann.com

If to Orion, at:

Orion Nutraceuticals Inc.
 Contact: Jonathan Fiteni, CEO
 Address: 300-1055 West Hastings Street, Vancouver, BC V6E 2E9
 Telephone: (604)609-6196
 Email: jf@orionnutra.ca

11.04 Assignment of the Agreement

The Parties will require the prior written consent of each Party to assign this Agreement.

11.05 Governing Law.

This Agreement will be governed by the laws of the Province of British Columbia, Canada.

11.06 Annexes

The following annexes are part of this Agreement

- (a) Annex No. 1: Certificates of Existence of the Company, Promotora and Mani.
- (b) Annex No. 2: Certificate of Good Standing of Orion.
- (c) Annex No. 3: Shareholders Agreement.
- (d) Annex No. 4: Bridge Loan Facilities.
- (e) Annex No. 5: Pooling Agreement.

Clause 12. Dispute Resolution

If any dispute or question (the “**Dispute**”) shall arise, during the term of this Agreement or at any time thereafter, between Orion, the Company or the Shareholders concerning the interpretation of this Agreement or any part thereof, or the respective rights, duties or liabilities of such parties (the parties in dispute being the “**Participants**” and each a “**Participant**”) then a Participant may give to the other Participants notice in writing of the existence of such dispute, specifying its nature and the point at issue and the Participants agree:

- (a) to try to resolve the dispute by participating in a structured negotiation with a mediator under the Commercial Mediation Rules of British Columbia International Commercial Arbitration Centre (“**BCICAC**”);
- (b) where a dispute is not resolved by mediation within a period of 30 days after the appointment of a mediator or within such further period of time to which the Participants agree, any Participant may refer the dispute to be finally resolved by arbitration under the BCICAC Rules. The appointing authority will be the BCICAC, the case will be administered by the BCICAC in accordance with its “Procedures for Cases under the BCICAC Rules” and the place of arbitration will be Vancouver, British Columbia. The appointment by the BCICAC is binding upon all of the Participants;
- (c) the arbitrator will give his or her decision in writing, and the decision, both on the dispute and on the costs of the arbitration will be final and binding upon the Participants; and
- (d) the arbitrator will have full authority to rule on any question of law in the same manner as any Judge in any Court of the Province of British Columbia and the ruling of the arbitrator on any question of law will be final and binding upon the Participants.

In witness whereof, the Parties have executed this Agreement in three (3) counterparts.

FCM GLOBAL S.A.S

MANI PARTNERS LLC

Per: "Carlos Velasquez"
Authorized Signatory

Per: "Leo LaForce"
Authorized Signatory

PROMOTORA AAA S.A.S

ORION NUTRACEUTICALS INC.

Per: "Carlos Velasquez"
Authorized Signatory

Per: "Jonathan Fiteni"
Authorized Signatory

"Juan Felipe Velásquez"
Juan Felipe Velásquez