**MUTUAL NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT**

 THIS MUTUAL NON-DISCLOSURE AGREEMENT (“Agreement”) is made and effective this day of March 14 , 2020 (“the Effective Date”), by and between Jatro Renewables, Inc., a Ohio corporation, and BenchmarkBio each of whom is hereinafter referred to individually as a “Party” and together as the “Parties.”

In order to facilitate the consideration and negotiation of a possible transaction between the Parties, each Party has requested access to certain non-public information regarding the other Party and/or the other Party’s subsidiaries. This Agreement sets forth the Parties’ obligations regarding the use and disclosure of such information and regarding various related matters. The Parties, intending to be legally bound, acknowledge and agree as follows:

1. Confidential Information

 Each Party has requested and/or will learn from the other Party hereto, its subsidiaries or affiliates (collectively, the “Disclosing Party), or from or through the Disclosing Party’s employees, officers, directors, independent contractors, agents, or representatives, certain information in writing concerning the intellectual property and/or business of the Disclosing Party and/or current or potential customers of the Disclosing Party, including, without limitation, discoveries, ideas, concepts, know-how, techniques, designs, specifications, diagrams, models, samples, data, flow charts, computer programs, source code, software, disks, tapes, customer lists and addresses, account histories, customer pricing, sales volumes, capacities and capabilities, equipment specifications, current or prospective relationships with vendors, implementation of technology, data and programs, finance, sales, and any other documentation, whether prepared by the Disclosing Party or the receiving Party (the “Receiving Party”), which contain or otherwise reflect or make reference to such information. All of the types of information described above, or otherwise shared by the Disclosing Party with the Receiving Party and specifically designated as confidential by the Disclosing Party, are hereinafter referred to as “Confidential Information.” Any information gathered visually during an on-site customer visit, or information such PFDs, any calculations, P&IDs, Drawings, Equipment Specifications, Electrical and Automation instrumentation information, as well as all chemical or chemistry related information and physical equipment details received via spoken or written word or via drawings, is deemed Confidential Information. The Receiving Party agrees not to disclose nor use directly or indirectly the Confidential Information without prior written consent of the Disclosing Party.

2. Ownership of Confidential Information.

The Receiving Party acknowledges that the Disclosing Party claims the Confidential Information as its sole and exclusive property (or that the Disclosing Party is a valid licensee of such information) and that the Receiving Party shall not have any right, title, or interest in such Confidential Information except as expressly provided in this Agreement.

3. Disclosure of Confidential Information.

The Receiving Party agrees to hold in the strictest confidence and not to disclose to anyone for any reason any Confidential Information of the Disclosing Party; provided, however, that the Receiving Party may disclose Confidential Information to its own officers, directors, employees, agents, or representatives (each of whom is collectively referred to as a “Representative”), on a “need to know” basis, for the purpose of evaluating a potential transaction between the Parties or in connection with a business relationship, whether formal or informal, which is or may be established between the Parties, on the condition that (i) prior to making any such disclosure, the Receiving Party informs its Representative that such Confidential Information is confidential, and requires such Representative to agree to be bound by the terms of this Agreement; (ii) the Receiving Party will accept and hereby does accept full responsibility for any breach of this Agreement by its Representative; and (iii) prior to or concurrent with making any such disclosure to its Representative, the Receiving Party informs the Disclosing Party of the identity of the Representative and the type of Confidential Information disclosed.

4. Non-Circumvention

Each Party agrees not to attempt or allow any attempt to bypass/circumvent the other Party in any of its business arrangements which were initiated solely by the other Party and which relate to the Purpose. Each Party agrees to notify the other in any situation from the customer or any other third party to this Agreement who is attempting to bypass the other Party’s interest in these business dealings.

5. Return or Destruction of Confidential Information.

The Receiving Party agrees, promptly upon the request of the Disclosing Party, to destroy (or, if so requested by the Disclosing Party, to return) the originals and all copies of Confidential Information then in the Receiving Party’s possession or control including, without limitation, any analysis, compilation, program, report, proposal, study, or other document prepared by a Receiving Party or its Representative, which contains or otherwise reflects or makes reference to Confidential Information.

6. Limitations of Confidential Information.

The term “Confidential Information” does not include any information which:

 (1) Is or becomes generally available to or known by the public (other than as a result of a disclosure directly or indirectly by the Receiving Party in violation of this Agreement);

 (2) Is independently developed by the Receiving Party without breach of this Agreement;

(3) Was in the Recipient’s possession prior to the time it was first made available to the Recipient by or on behalf of the Disclosing Party’s, provided that the source of such information was not and is not known to the Recipient to be bound by any contractual or other obligation of confidentiality to the Disclosing Party with respect to any of such information; or

 (4) Is disclosed by the Receiving Party pursuant to government regulations, judicial order, administrative order, subpoena, interrogatory, discovery request, investigative demand or other legal requirement or legal process, provided that the Receiving Party notifies the Disclosing Party prior to such disclosure and the Receiving Party cooperates with the Disclosing Party in event that the Disclosing Party elects legally to contest and avoid such disclosure.

7. Enforceability.

If any provision contained in this Agreement is held to unenforceable, in whole or in part, by a court of competent jurisdiction, the Parties agree to be bound by all other provisions of this Agreement.

8. Term.

The obligations of the Recipient and the Recipient’s representatives under this Agreement will terminate 5 years from the Effective Date of this Agreement. The Receiving Party’s obligations hereunder shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against the Receiving Party, nor by the rejection of any agreement between the Disclosing Party and the Receiving Party, by a trustee of the Receiving Party in bankruptcy, or by the Receiving Party as a debtor-in-possession, or the equivalent of any of the foregoing under local law.

9. Governing Law and Equitable Relief.

This Agreement shall be construed and enforced in accordance with the laws of State of Ohio, USA exclusive of reference to its rules and principles of conflicts of law, and the Parties hereby consent to the exclusive jurisdiction of the local and U.S. federal courts located in said state for any dispute arising hereunder. The Receiving Party agrees that in the event of any breach or threatened breach by the Receiving Party or its Representative, the Disclosing Party may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect the Disclosing Party against any such breach or threatened breach.

10. No Implied Waiver.

 Either Party’s failure to insist in any one or more instances upon strict performance by the other Party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

11. Headings.

 Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

**Signed on behalf of: Signed on behalf of:
Jatro Renewables, Inc.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Ian M. Lawson Name:

Title: Director, Business Development Title: