



UNIVERSITY OF PUERTO RICO
MAYAGÜEZ CAMPUS

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality Agreement ("AGREEMENT") entered by and between **Marvel International, Inc. and Bohío International, Corp.**, through its President and General Manager, **Marcelo Tortoriello** ("DISCLOSING PARTY"), and the **University of Puerto Rico, Mayaguez Campus** through its chancellor, **Dr. Jorge Rivera Santos, and Dr. Edna Negrón**, Professor and Coordinator of the **University Of Puerto Rico, Mayaguez Campus, Department of Food Science and Technology** ("RECIPIENT"), confirms the terms under which a party has disclosed or may hereafter disclose to the other party certain confidential and proprietary information for the sole purpose of Collaboration Agreement.

Both Parties agree that any and all information, proprietary intellectual property (broadly defined as technology, process, method, know-how or other), corporate and/or investment strategy, performance metrics and data; whether oral, written, or graphical, that is disclosed or provided by DISCLOSING PARTY to RECIPIENT or by RECIPIENT to DISCLOSING PARTY (including any analysis, products, or conclusions drawn or derived there from), whether labeled as confidential/proprietary, or that may be derived from or related to any visits by personnel of one party to the location of the other or from any RECIPIENT to DISCLOSING PARTY or that may be otherwise known to one party through its visits or contacts with the other and/or parties' RECIPIENT (hereinafter individually and collectively referred to as "INFORMATION") shall only be disclosed and used by the parties subject to the following terms and conditions:

1. DISCLOSING PARTY and RECIPIENT shall keep all INFORMATION of the other party and their RECIPIENTS in confidence and will not, without the DISCLOSING PARTY's prior written consent, disclose any INFORMATION of the DISCLOSING PARTY to any person or entity, except those officers, employees, agents and/or RECIPIENTS of the receiving party who directly require the INFORMATION. Each officer, employee, agent, or RECIPIENTS to whom INFORMATION is to be disclosed shall be advised by the receiving party of the terms of this AGREEMENT and shall be bound by the confidentiality and non-use obligations herein, mutatis mutandis. Both parties shall take all reasonable precautions to prevent INFORMATION of the other party from being disclosed to any unauthorized person or entity.
2. DISCLOSING PARTY and RECIPIENTS shall not use, either directly or indirectly, any INFORMATION of the other party disclosed to it hereunder, irrespective of whether such INFORMATION is disclosed prior to the effective date of this AGREEMENT, for any purpose other than for the sole purpose set forth herein above without the DISCLOSING PARTY's prior written consent.
3. The obligations of confidentiality set forth herein shall not apply to any INFORMATION that is:

- (a) Lawfully possessed at any time by the receiving party prior to receipt from the DISCLOSING PARTY, as evidenced by the receiving party's written records; or
- (b) Published or available to the general public otherwise than through the receiving party's breach of this AGREEMENT, or its breach of any other obligation of confidentiality; or
- (c) Obtained by the receiving party from a third party with a valid right to disclose such INFORMATION, provided that said third party is not under a confidentiality obligation to the DISCLOSING PARTY; or
- (d) Independently developed by employees or agents of the receiving party who had no knowledge of the DISCLOSING PARTY'S INFORMATION, as evidenced by the receiving party's written records.

Any combination of features or disclosures shall not be deemed to fall within the foregoing exclusions merely because individual features are published or available to the general public or in the rightful possession of the receiving party unless the combination itself and principle of operation are published or available to the general public or in the rightful possession of the receiving party.

4. All INFORMATION, without limitation, shall remain the property of the DISCLOSING PARTY. Disclosure of INFORMATION shall not result in any obligation to grant the receiving party any right in and to such INFORMATION.

5. Any and all recommendations, improvements and/or management suggestions provided by the RECIPIENT, resulting from RECIPIENT'S use of DISCLOSING PARTY INFORMATION shall be the sole and exclusive property of DISCLOSING PARTY, and shall be deemed to be DISCLOSING PARTY INFORMATION for purposes of this AGREEMENT, without any future claim, right or contractual relationship for the benefit of the RECIPIENT.

6. Upon the written request of the DISCLOSING PARTY, the receiving party shall immediately either return to the DISCLOSING PARTY, or destroy, all INFORMATION of the DISCLOSING PARTY, in accordance with the instructions of the DISCLOSING PARTY, including all technical, financial and budget analyses, notes, summaries, and translations regarding such INFORMATION, and all copies of the foregoing. In the event that the destruction of the INFORMATION (i.e digital or paper) is requested by the DISCLOSING PARTY, the receiving party shall certify such destruction in writing. Notwithstanding the foregoing, upon written request by RECIPIENT that the INFORMATION be returned or destroyed, DISCLOSING PARTY may just keep his/her personal notes related to, and taken during, their meetings which shall continue to be under the confidentiality obligation set forth herein.

7. In the event that the party receiving any INFORMATION is required by judicial or administrative process to disclose any or all of the INFORMATION, said party shall promptly notify the DISCLOSING PARTY and allow the DISCLOSING PARTY a reasonable time and opportunity to oppose such process before disclosing any INFORMATION.

8. No immediate or future business relationship between DISCLOSING PARTY and RECIPIENT, either express or implied, shall be created by this AGREEMENT. Each party agrees to keep the existence and nature of the relationship between the parties as well as the terms of this AGREEMENT confidential and not to use the names of the



other parties in any publicity or advertisement with regard to this AGREEMENT, without the prior written consent of the other party.

9. The confidentiality and non-use obligations created by this AGREEMENT shall be binding upon DISCLOSING PARTY and RECIPIENTS, and shall inure to the benefit of, and be enforceable by, their respective successors and assigns, and shall continue with respect to each item of INFORMATION until the earlier of (i) the occurrence of any of the conditions set forth in SECTION 3 with respect to such item, or (ii) the longest period permitted by applicable law.

10. This AGREEMENT embodies the entire understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior understandings and arrangements, oral or written, relating to the INFORMATION except for any other confidentiality agreement between or among the parties hereto.

11. This AGREEMENT shall be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Puerto Rico, without regard or reference to any of its rules or provisions governing conflict of laws.

12. The parties shall attempt to resolve amicably any dispute arising out of or relating to this AGREEMENT through good faith negotiations. In the event that said negotiations are not successful, the dispute shall be resolved through arbitration before three (3) arbitrators. Such arbitration shall take place in San Juan, Puerto Rico and shall proceed in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and the laws of the Commonwealth of Puerto Rico without regard or reference to any of its rules or provisions governing conflict of laws. Within seven (7) calendar days of either party making a demand for arbitration, DISCLOSING PARTY and RECIPIENTS shall each select one (1) arbitrator. Within thirty (30) days of a demand for arbitration, a third arbitrator shall be selected by the arbitrators selected by the parties. If, within the prescribed time, either party shall fail to appoint its arbitrator, or the two arbitrators selected by the parties fail to appoint the third arbitrator, then either party may apply to the "AAA" for the appointment of such third arbitrator. The determination of a majority of the panel of arbitrators shall be the decision of the arbitrators and shall be binding upon the parties regardless of whether one of the parties fails or refuses to participate in the arbitration. The decision of the arbitrators shall be enforceable by any Court of competent jurisdiction. Each party shall pay for its arbitrator, with all fees and expenses of the third arbitrator being split equally between the parties. All other expenses directly associated with holding an arbitration proceeding shall be split equally between the parties. Either party may enter any arbitration award in any court having jurisdiction or may make application to any such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

13. Notwithstanding anything to the contrary in previous sections, each party understands and agrees that any use or disclosure of INFORMATION of the other party in violation of this AGREEMENT will cause such other party irreparable harm leaving it without an adequate legal remedy and shall therefore entitle the other party, among all other remedies, to injunctive relief from any court having jurisdiction.

14. If any provision of this AGREEMENT is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall continue in full force and effect. The parties shall negotiate in good faith to substitute a valid, legal, and enforceable provision that reflects the intent of such invalid or unenforceable provision.

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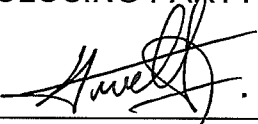
15. It is understood and agreed that no failure or delay by either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof precludes any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

16. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

17. This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the July 20, 2012.

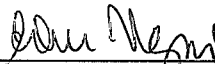
DISCLOSING PARTY:



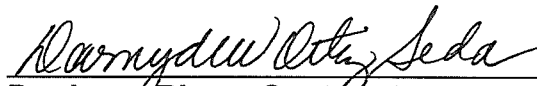
Marcelo Tortoriello
President and General Manager
Marvel International, Inc.
Bohío International, Corp.
Date: May 28th, 2012



RECIPIENT:



Dra. Edna Negrón,
Professor and Coordinator
University of Puerto Rico
Mayaguez Campus
Food Science and Tecnology Dpt.
Date: May 28th, 2012



Dr. Jorge Rivera Santos
Chancellor
University of Puerto Rico
Mayaguez Campus

