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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934  
(Amendment No. 5)\*

**Zivo Bioscience, Inc.**  
*(Name of Issuer)*

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Common stock, \$.001 par value  
*(Title of Class of Securities)*

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98978N 101  
*(CUSIP Number)*

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Timothy R. Damschroder  
Bodman PLC  
201 S. Division, Suite 400  
Ann Arbor, MI 48104

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*(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)*

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October 8, 2020  
*(Date of Event which Requires Filing of this Statement)*

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1.	Names of Reporting Persons. Strome Mezzanine Fund, LP	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 78,577,490
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 78,577,490
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 78,577,490	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 16.2%	
14.	Type of Reporting Person (See Instructions) PN	

1.	Names of Reporting Persons. Strome Alpha Fund, L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization California	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power      0
	8.	Shared Voting Power      78,577,490
	9.	Sole Dispositive Power      0
	10.	Shared Dispositive Power      78,577,490
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 78,577,490	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 16.2%	
14.	Type of Reporting Person (See Instructions) PN	

1.	Names of Reporting Persons. Strome Investment Management, LP	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 78,577,490
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 78,577,490
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 78,577,490	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 16.2%	
14.	Type of Reporting Person (See Instructions) PN	

1.	Names of Reporting Persons. Strome Group, Inc.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 78,577,490
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 78,577,490
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 78,577,490	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 16.2%	
14.	Type of Reporting Person (See Instructions) CO	

1.	Names of Reporting Persons. Mark E. Strome	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 13,088,129
	8.	Shared Voting Power 78,577,490
	9.	Sole Dispositive Power 13,088,129
	10.	Shared Dispositive Power 78,577,490
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 91,665,619	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 18.9%	
14.	Type of Reporting Person (See Instructions) IN	

**Item 1. Security and Issuer**

This statement on Schedule 13D/A relates to the common stock, \$0.001 par value (the “Common Stock”), of Zivo Bioscience, Inc., a Michigan corporation (the “Issuer”). The Issuer’s principal offices are located at 2804 Orchard Lake Road, Suite 202, Keego Harbor, MI 48320.

**Item 2. Identity and Background**

This statement is being filed by the following persons (each a “Reporting Person” and, collectively, the “Reporting Persons”):

- (i) Strome Mezzanine Fund, LP, which is a Delaware limited partnership (“Strome Mezzanine”);
- (ii) Strome Alpha Fund, L.P., which is a California limited partnership (“Strome Alpha”);
- (iii) Strome Investment Management, LP, which is a Delaware limited partnership and the general partner of each of Strome Mezzanine and Strome Alpha;
- (iv) Strome Group, Inc., which is a Delaware corporation and the general partner of Strome Investment Management, LP; and
- (v) Mark E. Strome, who is a United States citizen and the sole director, president, and chief executive officer of Strome Group, Inc.

The principal business address for each of these entities and Mr. Strome is 1688 Meridian Ave., Suite 727, Miami Beach, Florida 33139. The principal business of each of Strome Mezzanine, Strome Alpha and Strome Investment Management, LP is to invest in both public and private securities. The principal business of Strome Group, Inc. is to act as a holding company for business investments, and the principal occupation of Mr. Strome is serving as the President of the Strome Group, Inc.

During the last five years, none of the Reporting Persons (i) have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**Item 3. Source and Amount of Funds or Other Consideration**

As of the date hereof, Strome Mezzanine has the right to acquire beneficial ownership of 63,864,454 shares of Common Stock, which are issuable as follows: (i) 19,531,120 are issuable upon conversion of the Eleventh Amended and Restated Senior Secured Convertible Promissory Note dated May 16, 2018 made by the Issuer (the “Note”) in favor of HEP Investments LLC ( “HEP”) pursuant to the First Amended and Restated Participation Agreement between HEP, Strome Mezzanine, Strome Alpha and the Issuer dated June 28, 2018 attached as Exhibit 7 and incorporated by this reference (the “A&R Participation Agreement”), (ii) 42,166,667 are issuable upon exercise of warrants issued to Strome Mezzanine by the Issuer, (iii) 666,667 are issuable upon exercise of a warrant assigned to Strome Mezzanine by Laith Yaldao, the Manager of HEP, in consideration of Strome Mezzanine’s funding of the Participation Agreement (as defined below), and (iv) 1,500,000 are issuable upon exercise of a warrant

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issued to Strome Mezzanine by the Issuer in consideration of Strome Mezzanine's funding of the Co-Development Participation Agreement dated October 8, 2020 between Strome Mezzanine and the Issuer attached hereto as Exhibit 9 and incorporated by this reference (the "License Participation Agreement"). Strome Mezzanine paid its \$1,691,187.08 obligation under the A&R Participation Agreement from investment capital in two payments of \$500,000 each on July 21, 2017 and September 20, 2017, and one payment of \$691,187.08 on June 1, 2018. Strome Mezzanine paid its \$500,000 obligation under the License Participation Agreement from investment capital on October 8, 2020.

As of the date hereof, Strome Alpha has the right to acquire beneficial ownership of 14,713,036 shares of Common Stock, which are issuable as follows: (i) 5,796,370 are issuable upon conversion of the Note pursuant to the A&R Participation Agreement, (ii) 8,583,333 are issuable upon exercise of warrants issued to Strome Alpha by the Issuer, and (iii) 333,333 are issuable upon exercise of a warrant assigned to Strome Alpha by Laith Yaladoo, the Manager of HEP, in consideration of Strome Alpha's funding of the Participation Agreement (as defined below). Strome Alpha paid its \$500,000.00 obligation under the A&R Participation Agreement from investment capital in one payment of \$500,000 on November 17, 2017.

As of the date hereof, Mark Strome may be deemed to beneficially own 91,665,619 shares of Common Stock. Of that amount, 13,088,129 shares of Common Stock are held of record by the Mark E. Strome Living Trust U/A/D January 15, 1997 (the "Trust"). Mr. Strome has the authority to revoke the Trust and acquire beneficial ownership of such Common Stock. The Trust purchased 8,819,996 shares of Common Stock for \$881,996.61 on May 11, 2018, and 4,268,163 shares of Common Stock for \$426,816.31 on May 23, 2018, both from the assets of the Trust.

#### **Item 4. Purpose of Transaction**

On July 21, 2017, Strome Mezzanine, HEP and the Issuer entered into the Participation Agreement attached as Exhibit 2 and incorporated by this reference, which was subsequently amended by the Amendment to Participation Agreement, Guaranty, Warrants and Amended and Restated Registration Rights Agreement dated November 15, 2017 attached as Exhibit 3 and incorporated by this reference (the "Amendment," and the Participation Agreement as so amended, the "Participation Agreement"). The Amendment added Strome Alpha as a party to the Participation Agreement. Under the terms of the Participation Agreement, Strome Mezzanine purchased a participation right for the amount of \$1.0 million in the Note, and Strome Alpha purchased a participation right for the amount of \$500,000 in the Note. The payments pursuant to the Participation Agreement were paid in three equal tranches; the first two tranches of \$500,000 were paid by Strome Mezzanine and the third tranche of \$500,000 was paid by Strome Alpha. Upon each payment, Strome Mezzanine or Strome Alpha, as applicable, received the right to convert its payment to 5,000,000 shares of Common Stock, and received immediately exercisable warrants for 250,000 shares of Common Stock. After the final payment, Strome Mezzanine received an immediately exercisable warrant for an additional 16,666,667 shares of Common Stock and Strome Alpha received an immediately exercisable warrant for an additional 8,333,333 shares of Common Stock. To induce Strome Mezzanine and Strome Alpha to enter into the Participation Agreement, the manager of HEP guaranteed certain of the Issuer's obligations and liabilities to repay the principal of the Note in the event that the Issuer becomes insolvent, dissolves or files for federal bankruptcy protection on or before July 21, 2019. The Guaranty dated July 21, 2017 made by Laith Yaladoo in favor of Strome Mezzanine is attached hereto as Exhibit 5 and is incorporated by this reference (the "Guaranty"). The Guaranty was amended to guarantee the participation of Strome Alpha under the Participation Agreement, pursuant to the Amendment. On November 21, 2017, Laith Yaladoo assigned a warrant for 666,667 shares of Common Stock to Strome Mezzanine and a warrant for 333,333 shares of Common Stock to Strome Alpha in consideration of Strome Mezzanine and Strome Alpha funding under the Participation Agreement.

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On May 11, 2018, the Trust purchased 8,819,996 shares of Common Stock, and on May 23, 2018, the Trust purchased an additional 4,268,163 shares of Common Stock.

On June 28, 2018, Strome Mezzanine, Strome Alpha, HEP and the Issuer entered into the A&R Participation Agreement. Under the terms of the A&R Participation Agreement, Strome Mezzanine purchased a participation right in the Note for the additional amount of \$691,187.08 using investment capital, which was paid on June 1, 2018. Upon the purchase of the participation right in the Note, Strome Mezzanine received immediately exercisable warrants from the Issuer for an additional 25,000,000 shares of Common Stock. To induce Strome Mezzanine to purchase a participation right under the A&R Participation Agreement, the manager of HEP guaranteed certain of the Issuer's obligations and liabilities to repay the principal of the Note in the event that the Issuer becomes insolvent, dissolves or files for federal bankruptcy protection on or before June 28, 2020. The Guaranty dated June 28, 2018 made by Laith Yaldao in favor of Strome Mezzanine is attached hereto as Exhibit 8 and is incorporated by this reference (the "Second Guaranty").

On October 8, 2020, Strome Mezzanine and the Issuer entered into the License Participation Agreement. Under the terms of the License Participation Agreement, Strome Mezzanine purchased a participation right in certain licenses by the Company of its intellectual property, trade secrets, know how or products. Upon the purchase of the participation right under the License Participation Agreement, Strome Mezzanine received immediately exercisable warrants from the Issuer for 1,500,000 shares of Common Stock.

The Reporting Persons are participating in the Note and in the License Participation Agreement and have acquired the warrants and Common Stock for investment purposes. Depending on their continuing evaluation of the business and prospects of the Issuer, the Reporting Persons may acquire or dispose of additional shares, or rights to receive shares, of the Issuer.

Except as set forth above, the Reporting Persons do not have any present plans which relate to or would result in:

- (i) The acquisition by any person of additional securities of the issuer, or the disposition of securities of the issuer;
  - (ii) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the issuer or any of its subsidiaries;
  - (iii) A sale or transfer of a material amount of assets of the issuer or any of its subsidiaries;
  - (iv) Any change in the present board of directors or management of the issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
  - (v) Any material change in the present capitalization or dividend policy of the issuer;
  - (vi) Any other material change in the issuer's business or corporate structure, including but not limited to, if the issuer is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by section 13 of the Investment Company Act of 1940;
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- (vii) Changes in the issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the issuer by any person;
- (viii) Causing a class of securities of the issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (ix) A class of equity securities of the issuer becoming eligible for termination of registration pursuant to section 12(g)(4) of the Act; or
- (x) Any action similar to any of those enumerated above.

#### Item 5. Interest in Securities of the Issuer

(a-b) The aggregate number and percentage of the shares of Common Stock outstanding beneficially owned by each Reporting Person set forth below and on pages 2-6 hereof are based on 406,650,332 shares of Common Stock outstanding as of August 12, 2020.

Reporting Person	Amount beneficially owned	Percent of class	Sole power to vote or direct the vote	Shared power to vote or direct the vote	Sole power to dispose or to direct the disposition of	Shared power to dispose or direct the disposition of	Amount of beneficially owned securities subject to right to acquire
Strome Mezzanine Fund, LP	78,577,490	16.2%	0	78,577,490	0	78,577,490	78,577,490
Strome Alpha Fund, L.P.	78,577,490	16.2%	0	78,577,490	0	78,577,490	78,577,490
Strome Investment Management, LP	78,577,490	16.2%	0	78,577,490	0	78,577,490	78,577,490
Strome Group, Inc.	78,577,490	16.2%	0	78,577,490	0	78,577,490	78,577,490
Mark E. Strome	91,665,619	18.9%	13,088,129	78,577,490	13,088,129	78,577,490	78,577,490

(c) On October 8, 2020, Strome Mezzanine and the Issuer entered into the License Participation Agreement. Under the terms of the License Participation Agreement, Strome Mezzanine purchased a participation right in certain licenses by the Company of its intellectual property, trade secrets, know how or products. Upon the purchase of the participation right under the License Participation Agreement, Strome Mezzanine received immediately exercisable warrants from the Issuer for 1,500,000 shares of Common Stock. The Issuer issued such warrants to Strome Mezzanine as additional consideration for Strome Mezzanine's funding of the License Participation Agreement and to encourage Strome Mezzanine's continued investment in the Issuer. No valuation of this portion of the consideration was assigned. As of the date hereof, Strome Mezzanine has not exercised such warrants.

(d) None.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to the Securities of the Issuer**

Item 4 above summarizes provisions of the Participation Agreement, the amendment to the Participation Agreement, the Note, the Guaranty, the A&R Participation Agreement, the Second Guaranty and the License Participation Agreement and is incorporated herein by reference. Copies of the Participation Agreement, the amendment to the Participation Agreement, the Note, the Guaranty, the A&R Participation Agreement, the Second Guaranty and the License Participation Agreement are filed as exhibits to this Schedule 13D/A and are incorporated by reference.

Strome Mezzanine and Strome Alpha intend to act together to pursue a common strategy of acquisition or disposition with respect to their investment in the Issuer. Such understanding has not been reduced to a written agreement.

**Item 7. Material to be Filed As Exhibits**

<u>Exhibit Number</u>	<u>Description</u>
1	Joint Filing Agreement dated November 21, 2017, by and among Strome Mezzanine Fund, LP, Strome Alpha Fund, L.P., Strome Investment Management, LP, Strome Group, Inc., and Mark E. Strome, incorporated by reference from Exhibit 1 to Strome Mezzanine's Schedule 13D/A filed with the SEC on November 21, 2017
2	Participation Agreement dated July 21, 2017 by and between HEP Investments, LLC and Strome Mezzanine Fund, LP, incorporated by reference from Exhibit 2 to Strome Mezzanine's Schedule 13D filed with the SEC on July 31, 2017
3	Amendment to Participation Agreement, Guaranty, Warrants and Amended and Restated Registration Rights Agreement dated November 15, 2017 by and among Strome Mezzanine Fund LP, Strome Alpha Fund, L.P., HEP Investments, LLC, Zivo Bioscience, Inc. and Laith Yaldao, incorporated by reference from Exhibit 3 to Strome Mezzanine's Schedule 13D/A filed with the SEC on November 21, 2017
4	Eleventh Amended and Restated Senior Secured Convertible Promissory Note dated May 16, 2018 made by Zivo Bioscience, Inc. in favor of HEP Investments LLC, incorporated by reference from Exhibit 10.2 to Zivo Bioscience, Inc.'s Form 8-K filed with the SEC on May 18, 2018
5	Guaranty dated July 21, 2017 made by Laith Yaldao in favor of Strome Mezzanine Fund, incorporated by reference from Exhibit 4 to Strome Mezzanine's Schedule 13D filed with the SEC on July 31, 2017
7	First Amended and Restated Participation Agreement dated June 28, 2018, among Strome Mezzanine Fund LP, Strome Alpha Fund LP and HEP Investments, LLC, incorporated by reference from Exhibit 7 to Strome Mezzanine's Schedule 13D/A filed with the SEC on October 24, 2018
8	Guaranty dated June 28, 2018 made by Laith Yaldao in favor of Strome Mezzanine Fund, incorporated by reference from Exhibit 8 to Strome Mezzanine's Schedule 13D/A filed with the SEC on October 24, 2018
9	License Co-Development Participation Agreement dated October 8, 2020, by and between Zivo Bioscience, Inc. and Strome Mezzanine Fund, LP.

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**SIGNATURE**

After reasonable inquiry, and to the best of my knowledge and belief, the undersigned hereby certifies that the information set forth in this statement is true, complete and correct.

**Date:** October 12, 2020

**Strome Mezzanine Fund, LP**

By: Strome Investment Management, LP  
Its: General Partner

By: Strome Group, Inc.  
Its: General Partner

By: /s/ Mark E. Strome  
Name: Mark E. Strome  
Its: President

**Strome Alpha Fund, L.P.**

By: Strome Investment Management, LP  
Its: General Partner

By: Strome Group, Inc.  
Its: General Partner

By: /s/ Mark E. Strome  
Name: Mark E. Strome  
Its: President

**Strome Investment Management, LP**

By: Strome Group, Inc.  
Its: General Partner

By: /s/ Mark E. Strome  
Name: Mark E. Strome  
Its: President

**Strome Group, Inc.**

By: /s/ Mark E. Strome  
Name: Mark E. Strome  
Its: President

/s/ Mark E. Strome  
Mark E. Strome



## LICENSE CO-DEVELOPMENT PARTICIPATION AGREEMENT

THIS LICENSE CO-DEVELOPMENT PARTICIPATION AGREEMENT (this "Agreement") is made and entered into as of October 8, 2020 (the "Effective Date") by and between **ZIVO Bioscience, Inc.**, a Nevada corporation ("ZIVO" or the "Company"), whose address is 2804 Orchard Lake Rd., Suite 202, Keego Harbor, Michigan 48320, Attention: Andrew Dahl, CEO, and **Strome Mezzanine Fund, LP**, a Delaware Limited Partnership ("Partner") whose mailing address is c/o Vinee Mehta, 1688 Meridian Ave., Suite 727, Miami Beach, Florida 33139.

### RECITALS

A. The Company is in the business of, among other things, generating fees from licensing or selling bioactive ingredients or molecules (including its TLR4 Inhibitor molecule) derived from the Company's algae cultures.

B. The Company has received interest from potential licensees (each a "Licensee") and desires to provide what is requested from or necessary for each Licensee to execute a license agreement whereby a Licensee licenses the intellectual property, trade secrets; know how or products of the Company (a "License"). The Company and Partner desire to enter into a Participation Agreement for Partner to fund a portion of the budgeted costs (estimated to be \$3 million) for ZIVO's work (the "Total Budget") to enter into such a License and receive certain share of revenues from and relating to any such License.

C. The Company and Partner desire to set forth certain rights and obligations relating to such funding of the License work, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing Recital, the mutual covenants, agreements and undertakings set forth below, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the undersigned agree as follows:

- Funding and Revenue Share.** Partner shall fund the amount of \$500,000 ("Partner's Funding Portion") to the Company promptly upon execution of this Agreement by wire transfer to the Company's designated bank account. Subject to the Company's exercise of the Company's Option (defined below), during the term of this Agreement, Partner shall be entitled to Seven and One Half percent (7.5%) of all gross revenues generated by ZIVO from or in respect of any Licensee or License (the "Revenue Share"). For the avoidance of doubt, the Revenue Share shall include a percentage of all payments made to the Company for options, exclusivity rights, rights to enter a letter of intent, rights of first refusal, potential license breakup fees and/or licensee trial or proof of concept rights, in each case, to the extent relating to the Company's intellectual property, trade secrets, know-how and/or products. Partner shall also be entitled to warrants to purchase 1,500,000 shares of common stock of the Company at an exercise price of twelve cents (\$0.12) per share (the "Warrants") exercisable during the five (5) year term following the issuance date. The Company shall issue such Warrants promptly upon execution of this Agreement in its normal process and procedures. Such Warrants and the common shares issuable upon exercise of the Warrants shall be subject to all applicable securities laws and regulations. Both the number of shares subject to such Warrant and the Warrant exercise prices shall be adjusted in the event of any stock split, recapitalization, merger or other event affecting the capitalization of the Company.
  - Company Buy Out Option.** Partner hereby grants the Company the right, but not the obligation (the "Option"), to purchase all of Partner's right, title and interest in and to the Revenue Share for the purchase price (the "Option Price") equal to Partner's Funding Portion plus forty percent (40%) of such amount of Partner's Funding Portion. Such Option shall not be exercisable unless and until Partner has received Revenue Share payments at least equal to **\$150,000**. The Company may exercise its Option by delivering written notice to Partner of its intent to exercise the Option along with payment terms of such purchase price which may be paid, in the Company's sole discretion, in one lump sum or in 4 equal quarterly payments. Upon the Company's exercise of its Option, Partner shall no longer be entitled to any revenue share from any revenue or license of
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any type from the Company; provided, however, Partner may retain any such revenue previously paid and also the Warrants, and, for the avoidance of doubt, Partner shall be entitled to Revenue Share paid or payable to Partner prior to the time the Company exercises the Option (and such already-paid or payable Revenue Share shall not constitute part of the Option Price).

3. **Inspect and Information Rights.** Zivo shall cooperate in good faith with the Partner in the event of any dispute concerning the amount and classification of Revenue Share components, and shall provide, on a confidential basis, supporting documentation for its classifications and calculations if reasonably requested by Partner.

4. **CONFIDENTIALITY.**

- (a) Partner acknowledges that by reason of Partner's duties to and association with the Company Partner has had and will have access to and has and will become informed of Confidential Information (as defined below) which is a competitive asset of the Company. Partner agrees to keep in strict confidence and not, directly or indirectly, make known, disclose, furnish, make available or use, any Confidential Information during or after the term of this Agreement. Partner acknowledges that all documents and other property including or reflecting Confidential Information furnished to Partner by the Company shall at all times be the property of the Company. Partner shall take all reasonable and appropriate steps to safeguard Confidential Information and protect it against disclosure, misappropriation, misuse, loss and theft. Partner shall deliver to the Company, at termination of this Agreement and at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes, printouts and software and other documents and data (and copies thereof, including any of the foregoing in electronic form) relating to the Confidential Information or the business of the Company which Partner may then possess or have under Partner's control.
- (b) The parties intend that the covenants set forth in this Section 4 shall be a series of separate covenants with respect to the Company's business, one for each and every state and county of the United States. If any court determines that any covenant set forth in Section 4, or any portion of any such covenant, is invalid or unenforceable, the remainder of the covenants set forth in this Section 4 shall not be affected and shall be given full force and effect, without regard to the invalid covenant or the invalid portion. If any court determines that any covenant set forth in this Section 4, or any portion of any such covenant, is unenforceable because of its duration or geographic scope, such court shall have the power to reduce such duration or scope, as the case may be, and to enforce such covenant or portion in such reduced form. The parties intend to and hereby confer jurisdiction to enforce the covenants set forth in this Section 4 on the courts of any jurisdiction within the geographical scope of such covenants. If the courts of any one or more of such jurisdictions hold the covenants set forth in this Section 4, or any portion of any such covenant, unenforceable by reason of the breadth of such scope or otherwise, it is the parties' intention that such determination not bar or in any way affect the right of the Company to the relief provided above in the courts of any other jurisdiction within the geographical scope of such covenants as to breaches of such covenants in such other respective jurisdictions.
- (c) The parties covenant and agree that in the event of a breach or attempted breach of any of the covenants set forth in this Section 4, in addition to any and all legal and equitable remedies immediately available, such covenants may be enforced by a temporary and/or permanent injunction in an action in equity. The parties acknowledge that the remedy at law for a breach or threatened breach of any of the covenants set forth in this Section 4 above would be inadequate. Notwithstanding the foregoing, the Company may not offset or reduce the Consulting Fee by any damages arising under this Section 4.
- (d) For purposes hereof, "Confidential Information" means all information of a confidential or proprietary nature (whether or not specifically labeled or identified as "confidential"), in any form or medium, that is or was disclosed to, or developed or learned by, Partner in connection with Partner's relationship with the Company prior to the date hereof or during Partner's relationship with the Company and that relates to the business, products,
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services, financing, research or development of the Company or its suppliers, distributors or customers. Confidential Information includes, but is not limited to, the following: (i) internal business information (including financial information and information relating to strategic and staffing plans and practices, business, training, marketing, promotional and sales plans and practices, cost, rate and pricing structures, accounting and business methods); (ii) identities of, individual requirements of, specific contractual arrangements with, and information about, any of the Company's suppliers, distributors and customers and their confidential information; (iii) trade secrets, know-how, compilations of data and analyses, techniques, systems, formulae, research, records, reports, manuals, documentation, models, data and data bases relating thereto; and (iv) inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether or not patentable). Confidential Information shall not include information that: (1) is or becomes publicly known through no wrongful act or breach of obligation of confidentiality by Partner; (2) was rightfully received by Partner from a third party without a breach of any obligation of confidentiality by such third party; (3) was known to Partner prior to Partner's relationship with the Company; or (4) is required to be disclosed pursuant to any applicable law or court order.

#### 4. MISCELLANEOUS.

- (a) **Notices.** Any notice, demand, request or other communication which is permitted, required or desired to be given in connection with this Agreement or Partner's engagement by the Company as a Partner must be in writing and shall be deemed to be duly given when (i) personally delivered, (ii) deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the parties at the following addresses (or at such other address as shall be given in writing to the parties to this Agreement or their permitted successors or assigns), or (iii) emailed to the parties at the following email addresses (or at such other email addresses as shall be given in writing to the parties to this Agreement or their permitted successors or assigns), with a hard copy to follow in the manner contemplated in either clause (i) or (ii) above, as stated above.
  - (b) **Agreement Binding.** The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Company, Partner and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns, as the case may be. This Agreement may not be assigned by Partner without the prior written consent of the Company, which consent may be withheld in its sole and absolute discretion.
  - (c) **Choice of Law; Venue.** This Agreement has been executed in, and shall be construed and enforced in accordance with, the laws of the State of Michigan, without giving effect to the conflict of laws principles of such State. The parties submit to the sole and exclusive jurisdiction of the Oakland County Circuit Court and the United States Federal District Court for the Eastern District of Michigan. The parties stipulate that the venues referenced in this Agreement are convenient. **Each of the parties hereto knowingly, voluntarily and intentionally waives any rights it may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in connection with, this Agreement.**
  - (d) **Attorneys' Fees.** If the Company defaults in its obligations under this Agreement and this Agreement is enforced by or through an attorney, the Company shall pay all reasonable out-of-pocket costs of enforcement and collection, including, but not limited to reasonable out-of-pocket attorney's fees. In connection with the entering and negotiation of this Agreement, the Company hereby agrees to pay Partner's legal expenses, which shall not exceed \$6,000, which may be netted out of the payment of the Partner's Funding Portion when wired.
  - (e) **Amendments.** This Agreement may not be modified or amended except pursuant to a written instrument executed by the Company and Partner.
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- (f) **Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the Company and Partner with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, in respect thereof.
- (g) **Headings.** The section headings and captions used in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.
- (h) **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be modified so as to be enforceable to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- (i) **Counterparts; Copies.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Copies (facsimile, photostatic or otherwise) of signatures to this Agreement shall be deemed to be originals and may be relied on to the same extent as the originals.

IN WITNESS WHEREOF, the Company and Partner have executed this License Co-Development Participation Agreement as of the date first written above.

**PARTNER:**

STROME MEZZANINE FUND, LP,  
a Delaware Limited Partnership

By: Strome Investment Management, L.P.,  
its General Partner

By: /s/ Mark E. Strome  
Mark E. Strome, President and CEO

**COMPANY:**

ZIVO BIOSCIENCE, INC., a Nevada corporation

By: /s/ Andrew Dahl  
Andrew Dahl, CEO

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