

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): December 19, 2025

ZIVO BIOSCIENCE, INC.

(Exact name of Registrant as Specified in Its Charter)

<u>Nevada</u> (State or Other Jurisdiction of Incorporation)	<u>000-30415</u> (Commission File Number)	<u>87-0699977</u> (IRS Employer Identification No.)
<u>2125 Butterfield Road, Suite 100, Troy, Michigan</u> (Address of Principal Executive Offices)		<u>48084</u> (Zip Code)

Registrant's Telephone Number, Including Area Code: (48) 452-9866

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
<u>Common Stock, par value \$0.001 per share</u>	<u>ZIVO</u>	<u>OTCQB</u>
<u>Warrants to purchase shares of Common Stock, par value \$0.001 per share</u>	<u>ZIVOW</u>	<u>OTCID</u>

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

Emerging growth company ☐

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

Item 5.02 – Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.*Resignation and Retirement of Chief Financial Officer*

On December 19, 2025, Keith R. Marchiando announced his intention to resign as Chief Financial Officer of Zivo Bioscience, Inc. (the “Company”) effective immediately and end his employment with the Company effective December 31, 2025.

In connection with his resignation, Mr. Marchiando entered into a separation and release agreement (the “Separation Agreement”) with the Company. Under the terms of the Separation Agreement, Mr. Marchiando is entitled to receive his present salary of \$27,040 per month until December 31, 2026. Mr. Marchiando will retain a previously awarded option to acquire 150,000 shares of common stock of the Company at an exercise price of \$7.96 per share, which will be exercisable until June 30, 2027.

The Separation Agreement contains a release of claims, as well as confidentiality and non-disparagement obligations with the Company.

The foregoing description of the Separation Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Separation Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Appointment of Interim Chief Financial Officer

William A. Sullivan has been appointed as the Company’s Interim Chief Financial Officer, effective December 19, 2026.

Mr. Sullivan, age 54, has over 25 years of experience in finance and accounting, with over 15 years focused specifically on the life sciences and biotechnology industry. Mr. Sullivan served as the Chief Financial Officer and Treasurer of Applied Genetic Technologies Corporation from August 2017 to June 2021. From June 2021 to August 2021, Mr. Sullivan served as the Chief Financial Officer of Cytovia Therapeutics, Inc. From September 2021 to November 2024, Mr. Sullivan served as the Chief Financial Officer and Treasurer of Life Biosciences, LLC. Most recently, Mr. Sullivan served as the Chief Financial Officer of Evolved By Nature, Inc. from December 2024 to September 2025. He holds an MBA and MS in Accounting from Northeastern University and a BA in Economics from Williams College.

In connection with Mr. Sullivan’s appointment as Interim Chief Financial Officer, the Company entered into an independent contractor services agreement (the “Services Agreement”) with Mr. Sullivan to serve as Interim Chief Financial Officer, effective immediately (the “Commencement Date”).

Under the terms of the Services Agreement, Mr. Sullivan will be engaged as an independent contractor and will receive \$285.00 per hour worked. The Services Agreement is effective as of the Commencement Date and will continue for an initial period of 60 days. After the expiration of the initial 60-day period, the term of the Services Agreement will be automatically renewed for successive one-month terms unless either party notifies the other party of a desire not to renew at least 30 days prior to the end of the then-ending term. The parties will also have the right to terminate the agreement at any time during the term of the Services Agreement.

During the term of the Services Agreement, Mr. Sullivan will be subject to confidentiality requirements and will not be permitted to solicit any employees or independent contractors of the Company. For an additional period of 18 months following the termination of the Services Agreement, Mr. Sullivan will be restricted from diverting business away from the Company.

There is no family relationship between Mr. Sullivan and any director or executive officer of the Company. There are no transactions between Mr. Sullivan and the Company that would be required to be reported under Item 404(a) of Regulation S-K.

The description of the Services Agreement set forth above does not purport to be complete and is qualified in its entirety by the full text of the Services Agreement, a copy of which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits**

Exhibit No.	Description
10.1	Separation Agreement, dated December 19, 2025, between Zivo Bioscience, Inc. and Keith R. Marchiando
10.2	Independent Contractor Services Agreement, dated December 19, 2025, between Zivo Bioscience, Inc. and William A. Sullivan
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ZIVO BIOSCIENCE, INC.

By: /s/ John Payne

John Payne
Chief Executive Officer

Date: December 23, 2025

SEPARATION AGREEMENT

THIS AGREEMENT dated as of December 19, 2025 (“Agreement”) is made by and between Zivo Bioscience, Inc. (the “Company”) and Keith R. Marchiando (“Executive”).

WHEREAS, Executive is employed as the Chief Financial Officer of the Company,

WHEREAS, the parties wish to enter into this Agreement regarding their separation.

ACCORDINGLY, in consideration of the execution and delivery of this Agreement and the compliance with the promises made herein, the parties agree that the precatory clauses above are incorporated herein and further agree as follows:

1. Last Day of Employment. Executive’s last day of employment as Chief Financial Officer is December 31, 2025 (the “Separation Date”). The Company shall compensate Executive through the Separation Date in accordance with normal payroll practices, provided that Executive performs transition services requested by the Company through the Separation Date.

2. Separation Benefits. In exchange for the mutual promises made in the Agreement, the parties agree as follows:

(a) The Company shall compensate Executive from the Separation Date through the period ending twelve months after the Separation Date in accordance with normal payroll practices at his present salary of \$27,040.00 (twenty-seven thousand forty dollars and 00 cents) per month, less applicable withholdings. Executive waives any health care coverage from the Company and no withholding shall be made for healthcare benefits. If the Company defers payment of payroll to all employees due to temporary liquidity constraints, the Company may defer payment to Executive on the same basis and for the same period.

(b) Following the Separation Date and for a period of 12 months thereafter, Executive agrees to be responsive to reasonable requests from the Company with regard to historical knowledge regarding the Company as they arise from time to time.

(c) The Company shall reimburse Executive for business expenses incurred through the Separation Date in accordance with the Company’s policies and procedures.

(d) Executive shall use all accrued but unused paid time off before the Separation Date.

(e) The Executive shall retain all of his vested stock of the Company.

(f) The Company and Executive agree to jointly prepare a press release and other communications with respect to the separation.

(g) Executive shall retain a previously awarded option to acquire 150,000 shares of common stock at an exercise price of \$7.96 per share (the “Retained Options”). The period of exercisability of the Retained Options shall terminate on June 30, 2027. Apart from the Retained Options, any and all options that have been issued to Executive under the Company’s Stock Option Replacement Program and 2021 Equity Incentive Plan shall be cancelled and become null and void as of the Separation Date. Grant #046 awarded to Executive on June 6, 2024, attached as Exhibit A, shall remain valid with the changes noted in this paragraph. Executive acknowledges that any shares acquired upon the exercise of the Retained Options shall bear a Rule 144 legend and shall be restricted for a period of six months.

(h) Except as expressly provided in this Section 2, Executive has no right to further benefits or compensation as an employee of the Company after the Separation Date.

3. Separation Announcement

(a) The Parties will mutually agree on the language of any required public announcement required by the SEC or other regulatory body. Any other public disclosure regarding this Agreement or the Executive's separation will be consistent with such mutually agreed upon language.

4. Confidentiality

(a) Executive acknowledges and agrees that he shall treat all Confidential Information (as defined below) in a confidential manner, not use any Confidential Information for his own or a third party's benefit and not communicate or disclose, orally or in writing, any Confidential Information to any person, either directly or indirectly, without the prior written consent of the Company. Executive further agrees that he shall not utilize or make available any Confidential Information, either directly or indirectly, in connection with his solicitation of employment or acceptance of employment with any third party. Executive further agrees that he will promptly return (or destroy if it cannot be returned) to Company all written or other tangible evidence of any Confidential Information and any memoranda with respect thereto which are in his possession or under his control.

(b) For the purposes of this Agreement, the term "Confidential Information" shall include all proprietary information related to the Company's business, including, but not limited to, processes, ideas, techniques, inventions, methods, products, services, research, purchasing, marketing, selling, customers, suppliers or trade secrets. All information which Executive has a reasonable basis to believe to be Confidential Information, or which Executive has a reasonable basis to believe the Company or any of its affiliates treat as Confidential Information, shall be deemed to be Confidential Information. Notwithstanding the foregoing, information shall not be deemed to be Confidential Information if it is generally known and publicly available, without the fault of Executive and without the violation by any person of a duty of confidentiality or any other duty owed to any protected party.

(c) Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information or the making of statements, as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that such disclosure or statements will be limited to the extent and only in the instances Executive is so compelled and, subject to the requirements of applicable law, Executive agrees to give the Company prior written notice of his intent to so disclose such Confidential Information or make any such statements and to cooperate with the Company (at the Company's sole cost and expense) in seeking confidentiality protections or resisting such compulsion as requested by the Company. Executive further understands and agrees that this Agreement does not prohibit Executive from reporting possible violations of federal law or regulation to any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of federal law or regulation and that Executive does not need the Company's prior authorization to make any such reports or disclosures and is not required to notify the Company that he has made such reports or disclosures.

(d) Further, notwithstanding any other provision of this Agreement: (i) Executive is advised that an individual, pursuant to the Defend Trade Secrets Act of 2016, will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding; and (ii) if a person files a lawsuit for retaliation by the Company for reporting a suspected violation of law, that person may disclose the Company's trade secrets to his or her attorney and use the trade secret information in the court proceeding if that person (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

5. Confidentiality of Agreement. The parties represent and agree that they will keep the negotiations surrounding this Agreement confidential, and that they will not hereafter disclose (except as required by law) any information concerning the negotiations of this Agreement to any person other than their attorneys and financial or tax advisors or, in the case of the Executive, Executive's immediate family, provided each is informed of and agrees in advance to be bound by this confidentiality provision; provided further that all parties acknowledge and agree that this Agreement will be filed with the Securities and Exchange Commission ("SEC") in accordance with applicable law, and no confidentiality obligation is imposed relating to any information the Company files with the SEC. Nothing in this Agreement prevents or precludes Executive from cooperating with any inquiry by the SEC or any other regulatory agency or body.

6. Survival of Company Indemnification Obligations. All obligations of the Company to indemnify and defend Executive, and advance fees, costs and expenses to Executive, shall survive the Executive's separation from service. The Company shall not take any action that would terminate or limit the Company's obligations to indemnify Executive, including without limitation by amending its bylaws.

7. Mutual Release and Waiver.

(a) Executive forever releases and discharges the Company, its parent, owners, agents, directors, officers, employees, and affiliates, of and from any and all claims, demands, equitable relief, damages, costs, expenses, administrative actions and causes of action of any kind or character, whether known or unknown, including, but not limited to, those claims relating in any manner to or arising from Executive's Letter Agreement of Employment dated January 1, 2021, or any amendment thereof, Executive's employment with the Company, or the separation thereof, or which may otherwise arise under any federal or state statute, the common law or in equity, including but not limited to any claim arising under the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, as amended, including the Older Workers Benefit Protection Act ("ADEA"), the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Michigan Elliott-Larsen Civil Rights Act, the Michigan Whistleblowers' Protection Act and the Michigan Persons With Disabilities Civil Rights Act, all as amended, and contract or tort claims.

(b) Notwithstanding anything to the contrary in this Agreement, Executive is not waiving any rights Executive may have to: (i) claims for earned base salary and unreimbursed expenses; (ii) his own vested accrued employee benefits under the Company's health, welfare, or retirement benefit plans; (iii) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; and (iv) pursue claims which by law cannot be waived by signing this Agreement. In addition, nothing in this Agreement prohibits Executive from filing a charge with or participating, testifying, or assisting in any investigation, hearing, whistleblower proceeding or other proceeding before any federal, state, or local government agency nor does this Agreement affect Executive's rights and abilities to contact, communicate with, report matters to, or otherwise participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, Executive agrees that, if such an administrative claim is made, Executive shall not be entitled to recover any individual monetary relief or other individual remedies.

(c) The Company forever releases and discharges Executive from any claims, actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses in law or in equity, arising from or relating to Executive's employment with the Company, with the exception of claims related to fraud or embezzlement.

8. Non-Admission of Liability. This Agreement shall not be construed as an admission, nor is it an admission, by either party that it is liable in any respect for any claim or cause of action that has been or may hereafter be asserted. This Agreement is being entered into solely for the purpose of conferring consideration upon both parties in return for their resolution of the matters enumerated above.

9. Non-disparagement. Executive further agrees not to, either by conversation or any other oral expression, by letter or any other written expression, or by any other deed or act of communication to the public or to any individual person or entity or groups of persons or entities, specifically including, but not limited to, past, present or future customers, clients, employees, independent contractors, or business associates of the Company, hereafter disparage, criticize, condemn or impugn the reputation or character of the Company and/or its board members, officers, directors, managers, employees, consultants or agents, based upon any event or circumstances occurring or existing prior to or on the date of this Agreement. Such limitation shall include, but not be limited to, comments or posts to any social media platform, any website, or employee/employer or company review forums, and further specifically including, by way of example but not limitation, any of the following sites: Stocktwits and any of its competitors or alternative social network platforms, Glassdoor, LinkedIn, Upwork, Facebook, and Reddit.

Members of the Company's board of directors and other officers further agree not to, either by conversation or any other oral expression, by letter or any other written expression, or by any other deed or act of communication to the public or to any individual person or entity or groups of persons or entities, specifically including, but not limited to, past, present or future customers, clients, employees, independent contractors, or business associates of the Company, hereafter disparage, criticize, condemn or impugn the reputation or character of the Executive, based upon any event or circumstances occurring or existing prior to or on the date of this Agreement. Such limitation shall include, but not be limited to, comments or posts to any social media platform, any website, or employee/employer or company review forums, and further specifically including, by way of example but not limitation, any of the following sites: Stocktwits and any of its competitors or alternative social network platforms, Glassdoor, LinkedIn, Upwork, Facebook, and Reddit.

10. Governing Law and Interpretation; Venue. This Agreement shall be governed by the laws of the State of Michigan without regard to its conflict-of-laws principles. Any and all disputes relating to or arising out of this Agreement, Executive's employment with the Company or the termination of that employment shall be brought solely and exclusively in the federal or state courts located in Michigan.

11. No Actions. Each party represents that it has not commenced, maintained, prosecuted or participated in any action, charge, complaint or proceeding of any kind (on his/its own behalf and/or on behalf of any other person and/or on behalf of or as a member of any alleged class of persons) that is pending in any court, or before any administrative or investigative body or agency (whether public, quasi-public, or private) against or involving the other party or any of his/its affiliates, including for the Company. Each party represents that it is not aware of or participating in any effort by any person or entity to assert any action, charge, complaint or proceeding of any kind, whether in court or before an administrative body or agency (whether public, quasi-public, or private), against or involving the other party or any of his/its affiliates, including for the Company.

12. Entire Agreement: Amendment. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements concerning the same subject matter, except as expressly referred to or set forth herein. This Agreement may only be modified in writing signed by both parties.

13. Return of Company Property. Executive agrees to return, upon the Company's request, any Company property in his control or in his possession.

14. Negotiated Agreement. Executive acknowledges and agrees that Executive has been offered sufficient time to review this Agreement with any attorneys, financial advisors or immediate family members, that Executive has been advised by the Company to do so, and to the extent Executive desires, has done so, that Executive has used sufficient time for such review, that Executive has read and understood the release provided herein and that Executive has knowingly and voluntarily agreed to all the terms of this Agreement and that Executive has signed this Agreement voluntarily without any coercion. This Agreement amicably resolves any issues between the parties, and they agree that this Agreement and its accompanying exhibit agreements shall neither be interpreted nor construed as an admission of any wrongdoing or liability on the part of the Company or the Executive and that neither party shall be considered the primary drafter of this Agreement or its accompanying exhibit agreements.

15. Acknowledgement. The parties hereby acknowledge that they have read this Agreement, have had an adequate opportunity to review its terms and have been advised to consult with legal counsel before signing this Agreement. They further acknowledge that they understand this Agreement's terms and consequences and are executing it freely and voluntarily.

16. Binding. This Agreement shall be binding upon and inure to the benefit of Executive and the Company, and their respective heirs, administrators, successors and assigns.

17. Counterparts: Facsimile and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Facsimile and electronic counterpart signatures on this Agreement shall be valid and binding.

NOW, THEREFORE, the Company and Executive now knowingly and voluntarily sign this Agreement on the date set forth below.

Date: December 19, 2025

The Company:

Zivo Bioscience, Inc.

By: /s/ John B. Payne

Printed: John B. Payne

Title: CEO

The Executive:

/s/ Keith Marchiando

Printed: Keith Marchiando

In this document, "[*]" indicates that certain confidential information has been redacted from this document because it is both (i) not material and (ii) the type that the Company treats as private or confidential.

**INDEPENDENT CONTRACTOR
SERVICES AGREEMENT**

THIS INDEPENDENT CONTRACTOR SERVICES AGREEMENT (this "Agreement") is made and entered into as of December 19, 2025 among William A. Sullivan, an individual whose address is [***], and whose email is [***] ("Contractor"), on the one hand, and ZIVO Bioscience Inc., a Nevada corporation (the "Company") whose address is 2125 Butterfield Road, Suite 100, Troy Michigan 48084.

A. The Company focuses on research and development of proprietary algal and bacterial strains, biologically active molecules and complexes for applications in human and animal health and the production cultivation and commercialization of products related thereto; (including any other business in which the Company may engage, collectively, the "Business").

B. Contractor provides services as a chief financial and accounting officer.

C. The Company desires to engage Contractor for, and Contractor desires to provide to the Company, certain services as provided below, all in accordance with the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the promises, the mutual understandings of the parties hereto, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. **Engagement of Contractor.** The Company hereby engages Contractor to provide, for and on behalf of the Company, the services and duties customarily associated with a Chief Financial Officer of a publicly traded company, including without limitation those specified in the Exhibit attached and made part of this Agreement (the "Contractor Services"). Contractor hereby accepts such engagement and agrees to perform the Contractor Services in accordance with the terms and conditions of this Agreement. The Contractor shall perform the Contractor Services and all of its other obligations under this Agreement faithfully, diligently and to the best of his ability. In his dealings with the Company and its Board of Directors (the "Board"), Contractor shall adhere to the highest standards of honesty, integrity, and fair dealing, and shall do nothing which would discredit, dishonor, reflect adversely upon or in any manner injure the business or reputation of the Company. Contractor shall report to the Company's Chief Executive Officer ("CEO").

2. **Term.** This Agreement shall have a term of sixty (60) days which shall be automatically renewed for successive one (1) month terms unless either party notifies the other no later than thirty days prior to the end of the then current term that it does not wish to renew the term of this Agreement, and any such termination may be for any reason or for no reason at all. Notwithstanding anything to the contrary herein, the Company and Contractor shall have the right to immediately terminate this Agreement, upon written notice to the other party, at anytime during the term of this Agreement. Upon the termination of this Agreement, the Company shall pay Contractor only the compensation earned by Contractor for the period ending on the date of such termination and the Company shall have no further obligation to Contractor. The covenants of Contractor in paragraph 5 and all other provisions of paragraphs 7, 8 and 9, as well as the obligations set forth in paragraph 10, shall survive any termination of this Agreement.

3. Compensation; Expenses.

(a) During any period of time in which this Agreement remains in full force and effect and subject to the provisions of this Agreement, the Company shall pay Contractor a fee equal to \$285.00 per hour worked (the "Fee"). Contractor shall submit a summary of his hours worked to the Company CEO no less frequently than every two weeks and such submittal shall also include a certification by Contractor that the work and time noted in such submittal is true, accurate and reflects the actual work hours expended by Contractor for the Company. Other than as stated in this paragraph, Contractor shall not be entitled to any other compensation, fee, incentive stock or equity holdings, bonus or any other type of compensation whatsoever. Invoice payment terms are **net 21 days**.

(b) The Company shall reimburse Contractor for all necessary and reasonable business expenses incurred by him in the performance of his duties under this Agreement, upon presentation of expense accounts and appropriate documentation in accordance with the Company's standard policies, as they may be amended from time to time, and for any expenses above \$500, Contractor must first obtain the written approval from the Company CEO.

4. Representations. Contractor hereby covenants, warrants and represents to the Company the following, with the full knowledge that the Company is relying thereon: Contractor is familiar with and understands all of his duties and required work as provided in this Agreement and he is qualified and has necessary experience to perform all such duties and work. Contractor shall comply with all written policies, rules, regulations and office procedures of the Company applicable to Contractor now or hereafter in effect.

5. Relationship of Parties. Contractor acknowledges that it is an independent contractor and that no agency relationship is created by this Agreement and nothing contained herein shall be deemed to constitute or create a general agency, joint venture, partnership, employee relationship, or franchise between them. Contractor shall be treated as an independent contractor of the Company and not as an employee for all purposes including, without limitation, federal, state and local tax purposes. The Company shall not be obligated to withhold from Contractor's consideration hereunder any amounts for federal, state or local income, social security and unemployment taxes or any other taxes required by law to be withheld from compensation paid by the Company were Contractor an employee of the Company. Contractor shall have the sole responsibility to pay all such taxes, and hereby covenants and agrees to timely pay such taxes and report the revenue derived here from in a manner consistent with the independent contractor relationship set forth in this Agreement and all applicable requirements of law.

6. Compliance with Laws. Contractor must at all times, at its own expense, operate in full compliance with all laws, rules, regulations, and regulatory and court orders and decrees applicable to his work and in providing the Contractor Services as provided in this Agreement.

7. Restrictive Covenants.

(a) Contractor acknowledges that the Contractor Services are unique, and, by performing the Contractor Services, Contractor will acquire Proprietary Information. Accordingly, Contractor covenants, warrants and agrees, for the benefit of the Company and its successors and assigns, that without first obtaining the Company's express written consent, which may be granted or withheld in the Company's sole discretion, Contractor shall not, either directly or indirectly:

(i) use, publish, disseminate, distribute or otherwise disclose, or allow to be used, published, disseminated, distributed or otherwise disclosed, any Proprietary Information;

(ii) during the period commencing on the date of this Agreement until eighteen (18) months after the date of the termination of this Agreement (the "Covenant Period"), divert from the Company, or by aid of others, do anything which would tend to divert from the Company, any trade or business with any Company customer or vendor; and/or

Initials: Company /s/ JP; Contractor /s/ WS

(iii) during the Covenant Period, solicit, induce or attempt to induce any employee or independent contractor of the Company to (A) leave the employment of or terminate his, her or its contractual relationship with the Company, or (B) enter into the employ of or a contractual relationship with Contractor, any entity in which Contractor has any interest whatsoever, or any competitor of the Company.

(b) Contractor acknowledges and agrees that the covenants set forth above are reasonable and valid in geographical, temporal and all other respects.

“Proprietary Information” means all confidential and/or proprietary information of the Company, its customers, vendors, intellectual property which Contractor may learn in the performance of his obligations under this Agreement, including, without limitation, trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company relating to products, processes, know-how, trade secrets or patents relating to its Business, marketing, merchandising, selling ideas, selling concepts, employee or independent contractor lists or files, financial information, forecasts, marketing plans, education programs, training programs and techniques, technical developments, strategies, price lists, pricing strategies, accounting and inventory control system, computer programs and copyrightable materials.

8. Return of Proprietary Property and Proprietary Information. Upon the termination of this Agreement for any reason, Contractor (or his heirs, executors or personal representatives, as the case may be) shall promptly surrender and deliver to the Company, as the case may be, all property of the Company in Contractor’s possession (the “Proprietary Property”), including, but not limited to, all records, materials, equipment, drawings, documents, and any copies of Proprietary Information of the Company. Contractor shall not take any description of any Proprietary Information or Proprietary Property of the Company.

9. Remedies and Enforcement.

(a) In the event of a breach or threatened breach by Contractor of any of the terms, covenants, restrictions or conditions hereof, Contractor agrees that such breach or threat thereof shall cause the Company to suffer irreparable harm and the Company shall have no adequate remedy at law. As a result, in the event of a breach or threatened breach of any of the provisions of this Agreement, the Company, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a breach or threatened breach of this Agreement.

(b) The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

10. Miscellaneous.

(a) **Attorneys Fees.** In the event of any litigation arising out of the transactions contemplated by this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys’ fees as an element of damages.

(b) **No Waiver.** No waiver of any default of any obligation by Contractor shall be implied from any omission by the Company to take any action with respect to such default and the Company shall always and at any time have the right to exercise any right of termination.

Initials: Company /s/ JP; Contractor /s/ WS

(d) Assignment. Contractor acknowledges and agrees that this is a personal service agreement with Contractor and, accordingly, Contractor shall not delegate or assign any of its duties or obligations under this Agreement to any third party and shall not enter into any contract, whether written or oral, with any third party to do so without the Company's prior written consent, which consent may be unreasonably or arbitrarily withheld by the Company. Contractor shall not assign this Agreement to any other person or entity without the prior written consent of the Company which consent may be unreasonably or arbitrarily withheld by the Company. Any purported delegation or assignment by Contractor without such consent shall be null and void.

(e) Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

(f) Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. This Agreement may not be modified except by written instrument executed by each of the parties hereto. Contractor acknowledges and agrees that any writing, amendment, agreement, consent or approval or any action to be imposed or charged against the Company must be pursuant to a writing signed by the Company CEO shall not be subject to any agreement, verbal or in writing.

(g) Severability. If any term, provision, or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement, and the application of such terms, provisions, or conditions to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(h) Governing Law; jurisdiction. The laws of the State of Michigan shall govern the interpretation, validity, performance, and enforcement of this Agreement. This Agreement shall be construed to have been executed in, and shall be construed and enforced in accordance with the laws of, the State of Michigan without giving the effect of the conflict of law principles thereof. The parties agree that the State of Michigan is where the transactions covered by this Agreement shall have occurred and be deemed to have occurred. Each party hereby consents to and confers exclusive jurisdiction to enforce any of the rights or obligations under this Agreement or to resolve any dispute arising out of or in connection with this Agreement, or the transactions contemplated herein, in the United States Federal Court located in Wayne County, State of Michigan or the state circuit court located in Oakland County, Michigan and hereby consents to and agrees that venue shall be deemed proper and exclusive in either of such courts in Wayne County and Oakland County, State of Michigan.

(i) Exhibits. All exhibits and schedules attached hereto shall be deemed to be a part of this Agreement.

(j) Counterparts. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

Initials: Company /s/ JP; Contractor /s/ WS

(k) Notices. All notices and statements to be given under this Agreement shall be given in writing, delivered by hand, facsimile, overnight express or similar service, or first class United States mail, postage prepaid, and registered or certified with return receipt requested, to the addresses (which may be changed by written notice) specified above. All written notices and statements shall be deemed given, delivered, received, and effective the same day of sending by facsimile, one calendar day after sending by overnight express or similar service, or three calendar days after mailing by first class United States mail. All notices to the Company must also include email copy to the Company CEO, John Payne: John Payne jpayne@zivobioscience.com and to the Company legal counsel: BradleyWyatt brad.wyatt@gtlaw.com.

(l) Construction. The parties acknowledge that each of them has equally participated in the drafting of this Agreement. Accordingly, the parties agree that this Agreement shall be construed equally against each party and shall not be more harshly construed against a party by reason of the fact that a particular party's counsel may have prepared this Agreement. Notwithstanding anything else in this Agreement to the contrary, any required approval or consent or permission by the Company under this Agreement may be withheld by the Company in its sole and absolute discretion which may be unreasonable or arbitrary.

[Signature block begins on next page]

Initials: Company /s/ JP; Contractor /s/ WS

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

“CONTRACTOR”

/s/ William A. Sullivan

William A. Sullivan

“COMPANY”

ZIVO BIOSCIENCE, INC., a

Nevada corporation

By: /s/ John Payne

John Payne, CEO

Initials: Company /s/ JP; Contractor /s/ WS

**EXHIBIT
CONTRACTOR SERVICES**

KEY RESPONSIBILITIES

Areas of specific responsibility include the following:

- Build internal finance capability that operates to public company standards while retaining the flexibility and entrepreneurial approach necessary in a small, high growth company
- Sign the quarterly and annual SEC 302/906 certifications
- Oversee flawless global execution of core accounting operations Provide oversight of financial operations to include regular financial statements, income statements, balance sheets and cash flow statements and the reporting of operational results as required to management, the Board of Directors, public shareholders and the SEC.
- Implement foundational financial systems to support ZIVO's growth and future public company status
- Work closely with the Chief Executive Officer, Audit Committee of the Board of Directors, outside accountants and outside counsel in the preparation and coordination of all timely and accurate public company filings and documents. Establish and manage key banking relationships.
- Provide analysis and short and long-term forecasting, including multi-year outlooks based on alternative scenarios.
- Work with other leaders to develop a highly accurate forecasting capability – help the leadership team not only understand current performance, but also anticipate and manage future performance
- Help design and manage a global revenue model that balances the needs of the business with the GAAP accounting requirements
- Hands-on experience with public company reporting and SEC regulatory issues. Candidates should be “up to date” on current accounting, SEC, and corporate governance issues and regulations.
- Manage the external audit relationship, delivers accurate and timely financial analytics and reporting and provides support for new and ongoing business development.
- Prepare reports which summarize and forecast company business activity and financial position in areas of income, expenses, and earnings based on past, present, and expected operations.
- Prioritize vendor payments, without the need for CEO involvement
- Direct preparation of budgets, reviews budget proposals, and prepares necessary supporting documentation and justification.
- Advise management about insurance coverage for protection against property losses and potential liabilities.
- Provide management with timely reviews of our organization's financial status and progress in its various programs and activities.
- Perform financial management duties including generating financial data, compiling and submitting reports, analyzing industry trends and assessing the financial health of the company.

Initials: Company /s/ JP; Contractor /s/ WS

Assess and improve the efficiency of company's SEC filings through the use of external software application

- Anticipate and lead successful fundraising rounds to ensure ZIVO Bioscience always has access to the funding required to support growth
- Quickly understand the business deeply enough to have an informed view on the appropriate timing and strategy for fundraising
- Partner with the CEO to refine the fundraising strategy and timing, and then execute the fundraising flawlessly, leveraging the CEO's time for its highest and best use, likely to include:
- Raise working capital debt, as needed, with minimal CEO involvement
- Ensure ZIVO meets all exchange re-listing requirements
- Build and manage strong external stakeholder relationships, including current and potential investors, the board, bankers, and other key partners and service providers.
- Work with CEO to identify most critical external stakeholders and the roles you will each play in building relationships with them
- Effective member of the senior management team with well-developed internal partnering skills to interface with research, clinical, commercial, regulatory, manufacturing peers.
- Understand stakeholder needs and motivations, and work to meet them as well as possible within the context of what is best for ZIVO
- Ensure relevant external parties always have flawless, timely information
- Inspire confidence in external parties in your and ZIVO's capabilities, and trust in anything you communicate to them
- Reinforce perceptions with investors that ZIVO is aggressively led and conservatively managed
- Create a database of existing and prospective investors

Partner effectively with other executives across the organization to develop and build on business needs

- Excellent external networking, relationship and presentation skills and strong executive presence. Existing and strong personal relationships with the financial community.
- Partner with key business leaders (e.g., Head of Biotech, Head of Agtech) to work as a business partner on key strategic decisions and operations, including ensuring helping to build the infrastructure required to support ZIVO's commercial ramp-up (e.g., credit management, invoicing, etc.), and automating processes to enable increased quality and lower costs
- Proactive communication with the Board of Directors
- Responsive to requests from Board of Directors
- Effectively represent the company both internally and externally to the investor and business communities, including investors, partners, auditors, regulators and advisors.
- Strong communication and influence skills, with the ability to inspire confidence and work successfully with varied audiences (Wall Street Analysts, financial institutions, industry partners, Board of Directors, management and employees).
- Establish and participate in building the company's relationship with Wall Street financial institutions, investors, and the financial community, as well as lead future financing efforts.

Initials: Company /s/ JP; Contractor /s/ WS