NON DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, HEREAFTER REFER TO AS “\_\_\_\_\_\_\_\_\_\_”, REPRESENTED BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, AND “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” HEREAFTER REFER TO AS “\_\_\_\_\_\_\_\_\_\_\_\_\_”, REPRESENTED BY “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

**STATEMENTS**

Both parties hereby respectively represent to each other that:

1. The companies that each of them represents respectively, are duly established in accordance with the laws of the United States of America and of the *Estados Unidos Mexicanos,* respectively and each of them has the faculties required to enter into this Agreement.
2. The representative of \_\_\_\_\_\_ represents that the object of the company he represents consists in: “”.
3. The representative of \_\_\_\_\_\_ represents that the object of the company he (she) represents consists in: “”.

d) The representatives of each company agree that will deliver the Confidential Information (as defined herein below) in accordance with the conditions established in this agreement.

Having made the aforementioned representations, both parties agree as follows:

**C L A U S E S**

**1. CONFIDENTIAL INFORMATION**

For the purposes of this Agreement, Confidential Information shall include, without limitation, all information that is written, oral, graphic or contained in written, electronic or electromagnetic media, including but not limited to technical, financial and commercial information, business proposals, business strategies organizational structures, company and corporate structures, reports, plans, market forecasts, data and any other industrial information, along with formulas, mechanisms, models, methods, techniques, analysis processes, registered or unregistered trademarks, trade names, work documents, compilations, comparisons, studies or any other document(s) prepared and conserved as confidential by the Parties or any of its subsidiaries of affiliates.

**2. OBJECT**

The purpose of this Agreement is to maintain the confidentiality of information that has been and will continue to be shared between the Parties as may be necessary to initiate and/or maintain a successful business relationship. Except as expressly authorized in this Agreement, under no circumstances may any party disclose any portion or all of the Confidential Information provided to any party directly or indirectly by the other party or its subsidiaries or affiliates to any person(s) without the prior written consent of such party.

**3. OWNERSHIP OF INFORMATION**

Both parties acknowledge that all the Confidential Information provided to it by the other party belongs exclusively to such party, and it is considered by each party as intellectual and industrial secrets or trade secrets.

Both parties agree that under no circumstances shall the Confidential Information that is subject to this Agreement belong to anyone else but to the party that provides such information.

**4. CONFIDENTIALITY OF INFORMATION**

Notwithstanding the restriction set forth in Clause 2 above, the parties are only authorized to disclose the Confidential Information to its, and its subsidiaries and affiliates, directors, officers, employees, attorneys at law, tax advisors, and accounting advisors (collectively “The Parties Employee’s”) who have a need to know the Confidential Information in connection with the object of this agreement, as set forth in Clause 2 above.

Each party shall at any time have the right to insist that said Confidential Information be destroyed or returned, whether or not the Confidential Information was delivered before or after this Agreement is signed.

The parties may not make copies of the Confidential Information without the prior written consent of the other party. Notwithstanding the foregoing, the parties may make copies of the Confidential Information without the prior written consent of the other party provided that such copies are for The Parties Employee’s and for the purpose set out in Section 2.

Any Confidential Information previously delivered by any party shall receive the same treatment subsequent to the signing of this Agreement as the information covered by the terms hereof.

Notwithstanding anything in this Agreement, any party shall have no obligations of confidentiality with respect to any Confidential Information in the following cases:

1. If it is developed or elaborated independently by or for any party free of any restrictions by other sources with the right to disclose it;
2. If it is or becomes public without any party having failed to comply with this Agreement; and

c) If it is received from a third party and its disclosure does not transgress or violate any confidentiality obligations.

If any governmental or judicial authority should ask any party to disclose all of any portion of the Confidential Information, such party shall notify the other party immediately so that such party can take any measures it considers pertinent to prohibit or limit such disclosure.

In the foregoing cases, such party shall only provide the Confidential Information that has been requested and, if the authority has not delimited the information solicited, shall do its utmost to limit the scope of the Confidential Information to be provided.

**5. TERMINATION OF BUSINESS RELATIONSHIP**

If the parties should terminate their business relationship for any reason whatsoever, the parties shall not be exonerated from all of the obligations included in this Agreement

**6. DAMAGES AND LOSSES**

If any party, including its subsidiaries, affiliates, and/or the Parties Employees, should fail to fulfill any of the stipulations included in this Agreement, such party shall pay the other party damages and losses as are awarded by a court of competent jurisdiction.

**7. TRANSFER**

The rights and obligations included in this Agreement may not be assigned at any time by the parties without the prior written consent of the other party.

**8. VALIDITY**

This Agreement shall be in force as of the date of signing and shall remain in force for a period of five (2) years, even after the business relationship has been terminated. Each party’s obligations set forth in this Agreement shall survive termination of this Agreement for any reason, even if such Confidential Information is returned or destroyed.

**9. NOTICES AND PLACES OF RESIDENCE**

Any notice or requirement with regard to this Agreement shall be in writing and shall be delivered by hand, registered airmail, confirmed telegram, telex or fax or by reputable air courier.

For these effects the parties declare their places of residence to be the following:

“” “”.

**\_\_\_\_ \_\_\_\_\_\_\_**

Notices to the Advisor must be sent to the attention of its Legal Representative. If either of the parties should change its place of residence, it is obliged to inform the other party in writing promptly.

**10. COMPLETE AGREEMENT**

The parties agree that the present Agreement contains the complete agreement between the parties with regard to the object established in Section 2 and cancels all prior agreements, negotiations, contracts and writings regarding the matters included in this agreement between the parties.

**11. LANGUAGE**

This Agreement will be signed in a Spanish and English version; the Spanish version shall prevail in case of any controversy between the parties.

**12. JURISDICTION**

For the interpretation and fulfillment of this agreement, the parties submit themselves expressly to the appropriate laws and tribunals of Mexico, \_\_\_\_\_\_\_\_\_\_\_ and renounce any other jurisdiction that could be applicable due to present or future places of residence.

Both parties having read and been informed of each and every one of the clauses and contents and legal scope of this Agreement, sign their conformity recognizing the signatures below as being those used for all legal documents in Mexico City, dated \_\_\_\_\_\_\_.

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ “\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Title:

# **W I T N E S S E S**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: “” “”