**CONFIDENTIALITY AGREEMENT**

**ENTERED INTO BY AND BETWEEN PROVEEDORA DE SEGURIDAD INDUSTRIAL DEL GOLFO, S.A. DE C.V., REPRESENTED IN THIS ACT BY ITS LEGAL REPRESENTATIVE ANDRES ARANGO DIAZ, AND \_\_\_\_\_\_\_\_\_\_, REPRESENTED IN THIS ACT BY \_\_\_\_\_\_\_\_\_\_, HEREINAFTER REFERRED TO, INDISTINCTLY AS THE RECEIVING PARTY AND THE PROVIDING PARTY AND JOINTLY REFERRED TO, AS THE PARTIES; PURSUANT TO THE FOLLOWING:**

**C L A U S E S**

**FIRST.- Purpose**

The purpose of this agreement is to protect, safeguard and agree the non-disclosure of the confidential information delivered by the PROVIDING PARTY to the RECEIVING PARTY due to the particular fulfillment of the obligations arising from the legal or commercial relationships established or that may be established in the future, in order to prevent the misuse, disclosure, transmission of such information.

**SECOND.- Confidential Information**

For the purposes of this Agreement, "Confidential Information" means all information of any kind, written, oral, graphic or acoustic, contained in written or electronic media, tapes, recordings, storage devices, presentations, cloud of data, among others, property of the PROVIDING PARTY, its subsidiaries and / or affiliates that shall by no means be disseminated, including all information considered sensitive by the Federal Law for the Protection of Personal Data, all information concerning Commercial Operations, Databases, Industrial Secrets, Industrial and Intellectual Property, Business Models and Commercial Strategies, and all information provided by the PROVIDING PARTY.

**THIRD.- Propietary information**

The information will always be the property of the PROVIDING PARTY, said information, cannot be disclosed or shared with third parties without express written consent for this purpose, explaining in detail the purposes for which the information is transmitted or disseminated. Under no circumstances the information transferred shall be considered as property of the RECEIVING PARTY.

**FOURTH.- Confidentiality of Information**

This agreement protects confidential information provided by the PROVIDING PARTY before and after its execution. The RECEIVING PARTY shall be responsible for the use of this information by its dependents, representatives, employees, shareholders, directors or any person who, due to its relationship with the RECEIVING PARTY, has access to the confidential information of the PROVIDING PARTY.

For any other use of the information by the RECEIVING PARTY it is required the express and written consent of the PROVIDING PARTY.

The PROVIDING PARTY may request at any time to the RECEIVING PARTY to destroy or deliver confidential information that is owned by the PROVIDING PARTY, and the RECEIVING PARTY shall be responsible for complying with such instruction regarding the information that, under previous consent, has been transmitted to third parties.

Under no circumstances, such information may be transferred or shared with third parties, except under the express consent of the PROVIDING PARTY, under penalty of incurring in breach of this agreement and facing legal action tending to remedy any damage and / or injury caused to the PROVIDING PARTY.

**FIFTH.- Term**

This agreement will be valid for 5 years counted from the date of signature, after this term, the RECEIVING PARTY must deliver the confidential information in its power, or send a report and proof of elimination. The obligation not to transfer information to third parties will not end at the expiration of this agreement, but until the confidential information is delivered or eliminated by the RECEIVING PARTY.

In the event that, the term of this agreement is fulfilled, and the commercial or business relationship subsists between the parties, this agreement will be automatically renewed for a term equal to term stipulated in the foregoing paragraph.

**SIXTH.- Termination of the business relationship**

Even if the commercial relationship that binds the PARTIES is for any reason concluded before the expiration of its term, compliance with this agreement shall prevail and the confidential information shall continue to be protected in accordance with the terms of this agreement.

**SEVEN.- Liquidation damages**

In case of default of this agreement, the defaulting party shall assume responsibility for the sanctions established in the Federal Law for the Protection of Industrial Property in force, the Federal Law of Personal Data held by Individuals, and all applicable laws. In addition to the above, the defaulting party shall be liable to pay damages resulting from its failure to comply or omission.

**EIGHTH.- Information Required by law**

If the information is required by a court order or any administrative authority, the PROVIDING PARTY must be notified immediately, in sufficient time to take the necessary actions to protect and defend its interests.

The PROVIDING PARTY agrees that by the order of judicial or administrative authority, the RECEIVING PARTY must provide the information required; In this case, the RECEIVING PARTY is obliged to immediately send a report detailing all the confidential information that was provided to the authority.

**NINTH.- Industrial and Intellectual Property**

All rights related to the intellectual and industrial property of the PROVIDING PARTY, throughout the term of this agreement and after its conclusion, shall remain under its sole and exclusive ownership, the fact that such information is provided to the RECEIVING PARTY shall not be construed as an assignment of ownership in its favor of such information, and the RECEIVING PARTY must comply with all provisions stipulated in the legislation regarding this matter.

**TENTH.- EXCEPTIONS TO THE CONFIDENTIALITY OBLIGATION**

The RECEIVING PARTY shall not be obliged to keep as confidential, solely and exclusively, the information that:

1. It is independently developed by or on behalf of the RECEIVING PARTY or it is legally received from another source entitled to disclose it free of restrictions;
2. Is or becomes of the public domain, without breach of this agreement by the RECEIVING PARTY
3. Is received from a third party without such disclosure breaking or violating an obligation of confidentiality; and,
4. The PROVIDING PARTY expressly states in writing that it is outside the restrictions of this Agreement.

**ELEVENTH. - ADMISSION AND DIGITAL SIGNATURE**

The parties agree that the present Contract is subject of being accepted through the use of electronic devices that undoubtedly represent the signature of the contracting parties or their legal representatives, therefore, in the event of a dispute arising from the interpretation, application, validity, compliance, non-compliance or termination of this contract, the parties expressly accept the electronic signature representations will not require more than the execution of positive acts such as the provision of the service, acceptance of payment or delivery of materials to consider ratified and they will have an equivalent value to the automatic or extended signatures by physical support, following the 89, 90 and 90 bis Articles of the Mexican Commercial Code. The signing of the documents in the terms of this clause will have a probative value equivalent to that granted by law.

**TWELFTH.- Jurisdiction**

For the interpretation and fulfillment of this agreement THE PARTIES expressly submit to the governing laws and courts corresponding to the location of the plaintiff, and they waive any other jurisdiction that by virtue of their current or future domicile, or for any other cause, could correspond to them.

Having read this instrument to the PARTIES and having informed them of the content and legal scope of all clauses, they agreed and signed it accordingly in the city of \_\_\_\_\_, \_\_\_\_\_, on the \_\_\_\_\_ day of the month of \_\_\_\_\_ , \_\_\_\_\_.

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| **PROVEEDORA DE SEGURIDAD INDUSTRIAL DEL GOLFO, S.A. DE C.V.** | **XXXXXXXXX** |
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| **ANDRES ARANGO DIAZ.** | XXXXXXXXXX |
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