

CONFIDENTIALITY AGREEMENT (THE “AGREEMENT”) ENTERED INTO BY AND BETWEEN, ON ONE PART, LASALLE PARTNERS, S. DE R.L. DE C.V. (“JLL” OR THE “DISCLOSING PARTY”), HEREBY REPRESENTED BY GERARDO ROSALINO RAMIREZ BARBA; AND ON THE OTHER, [REDACTED] (“[REDACTED]” OR THE “RECEIVING PARTY”) REPRESENTED BY [REDACTED], (JLL AND RECEIVING PARTY JOINTLY, THE “PARTIES”) UNDER THE FOLLOWING DEFINITIONS, DECLARATIONS AND CLAUSES:

DECLARATIONS

“The Parties” declare that:

- a) They are a corporations legally established in accordance with the laws of the United Mexican States.
- b) Their representatives have the necessary legal power to enter into this “Agreement” and that this power has not, to the date of execution of this “Agreement”, been limited, revoked or modified in any way.
- c) JLL points out, to the effect of this “Agreement”, its legal domicile is located at No. 111 Monte Pelvoux Street, 5th Floor, Lomas de Chapultepec, Miguel Hidalgo, 11000, Mexico, Mexico City.
- d) [REDACTED] points out, to the effect of this “Agreement”, its legal domicile is located at [REDACTED]

CLÁUSES

FIRST. Purpose. The purpose of this “Agreement” is to define the guidelines related to the exchange of Confidential Information made by the Disclosing Party to the Receiving Party, arising from the development of the various projects and businesses in which they may participate. Confidential Information shall mean any information that derived from a relationship or possible relationship between the Parties, is provided by the Disclosing Party to the Receiving Party including, but not limited, financial statements, balance sheets, statements of income, statements of changes in Equity, statements of changes in financial position, summaries of policies, adjusted balances, ledger, profit and loss statements and so on, as well as, the documentation received or obtained by any means, from this date or before between the Parties and that received or obtained in the future, including technical, financial and commercial information; promotion and marketing processes, price, cost and sales information, market projections, research and development information, customer and supplier lists, business strategies, organizational structure, products, services, materials, databases, reports, records, designs, plans, drawings owned by the Parties or other documents prepared and kept confidential by the Parties, their affiliates or subsidiaries.

With the exception of the instances expressly set forth in this “Agreement”, the Receiving Party may not disclose and/or reveal the Confidential Information that is provided by the Disclosing Party, its subsidiaries or affiliates without the previous written consent of both. Likewise, the Confidential Information may not be used by the Receiving Party for your own benefit or for the benefit of third parties.

The Receiving Party commits to safeguard the Confidential Information and to maintain its confidential nature enforcing the same level of care they use to protect your own Confidential Information.

The confidentiality obligation should be made extensive to all individuals or entities that have access to same by reason of their work, employment, position or business relationship have access to it, being the liability of the Receiving Party the handling that they give to Confidential

Information, for which in turn they must enter into the respective contracts so that these third parties have the obligation of confidentiality.

The fact of signing this Agreement does not oblige any of the Parties to disclose information of any kind, the purpose of this one is to regulate the treatment of Confidential Information disclosed by the Parties and the damages that the Receiving Party may generate due to the breach of this Agreement.

The Receiving Party acknowledges that the Disclosing Party has not made any representations with respect to the accuracy, certainty or legitimacy of the Confidential Information it is disclosing.

SECOND. Information Ownership. “The Parties” acknowledge and agree that the Confidential Information is owned exclusively by the Disclosing Party. Under no circumstance will it be construed that the Confidential Information is owned by the Receiving Party or that, as a result of the execution of this “Agreement”, it creates any type of representation by and between “the Parties”.

“The Parties” acknowledge and agree that the execution of this “Agreement”:

1. Does not confer any ownership rights or licenses, industrial or intellectual, over same.
2. Does not represent a promise or commitment to conduct the purchase and sale of products or services between “the Parties”, its subsidiary or affiliated companies.
3. Does not authorize the use of the registered trademark, patent, copyright, company secret of industrial property rights for any purpose other than the one provided for herein.

THIRD. Confidentiality of the Information. The Receiving Party may only disclose the Confidential Information that is provided to its employees, agents, consultants, representatives or any other individual justifiably that require it solely for the purposes for which it is being delivered.

The Receiving Party commit not to duplicate, reproduce or in any other manner make copies of the Confidential Information without the “the Parties” previous written consent.

The Receiving Party will have the right to demand the return of the Confidential Information once it has complied with its information or reference purpose in the negotiation applicable to this “Agreement”, notwithstanding if the Confidential Information was delivered before or after the execution of this “Agreement”.

Notwithstanding the foregoing, the Receiving Party will not be bound to maintain as confidential the information referred to hereunder in the following instances:

1. Has been legitimately published or to be available in the public domain, prior to the date of its disclosure or signing of this Contract.
2. Has been received by a third party thereby inferring that said disclosure is not in violation or breach to the confidentiality obligation and:
3. It is required by competent authority, in which case the Receiving Party must notify in writing to the Disclosing Party the request, providing a copy of the corresponding request, in order for the Disclosing Party take the measures it deems necessary, prior to the Receiving Party comply with the judicial requirement. In the event that the Receiving Party must disclose Confidential Information even after the Disclosing Party has taken the measures it deems appropriate, the Receiving Party will provide only that Confidential Information that has been expressly required by the competent.

At any time, throughout the term of this Agreement and any renewal thereof, the Receiving Party will be bound to:

1. Use the Confidential Information exclusively for the negotiation purposes arising from, or applicable to, this "Agreement".
2. Promote awareness of the obligations hereunder to all those individuals who may not be their employees or employees of their affiliates, subsidiaries or any other related parties that provide consultation services or representation or commission generation services that, to render their services, require to have access or to know the Confidential Information owned by each of "the Parties".
3. Ascertain that the individuals within their organization to whom the Confidential Information is disclosed, are familiar with the terms and conditions hereunder.

FOURTH. *Termination of the Business Relationship* In case that "the Parties" terminate its contractual or business relations, independently from the cause of such termination, the Parties are not released from the performance of the obligations in charge of each one of them arising from this "Agreement".

FIFTH. *Liability* In the event that any of "the Parties" breaches its obligations assumed under this "Agreement", such party shall pay to the other party, once the breach has been duly demonstrated, and within the next 10 (ten) days after the affected party requires so, the damages (excluding loss of profits) that it has caused to the affected party.

Under no circumstance, the directors, officers, representatives, employees, dependent or affiliate of any of "the Parties", shall have personal liability for this "Agreement", as these people act on behalf of the Parties and not on their own behalf.

SIXTH. *Term* The term of this "Agreement" is of 5 (five) years, counted as of the signature of the same.

SEVENTH. *Notices* Any notice or summons deriving from the execution of this "Agreement" to be submitted by either one of "the Parties" to the other, will be made in writing and delivered at the domiciles set forth by each under the Declarations Chapter herein with acknowledgement of receipt requested whether send by Courier service or delivered personally.

In the event any of "the Parties" changes its address, it will be bound to inform the other 15 (fifteen) days in advance of the effective date by written document securing the corresponding acknowledgement of receipt.

EIGHTH. *Safekeeping of Personal Data* In the event that "the Parties" submit personal data to one another, they are bound to mutually comply with the obligations under LFPDPPP, the RLFPDPPP and any other applicable norms relating to the issue of personal data protection decreed upon any party that becomes Responsible and In-Charge respectively. In this respect, "the Parties" agree that Responsible Party and Party In-Charge will have the meaning set forth under the mentioned Law for said terms.

NINHT. *Jurisdiction and Interpretation* For the interpretation and compliance of this "Agreement" "the Parties" expressly submit themselves to the jurisdiction of the laws and courts of Monterrey, Nuevo León, hereby waiving their right to any other jurisdiction to which they may be entitled to by reason of present or future domiciles or for any other reason.

Having read this "Agreement" and having acknowledged the contents and legal scope thereof, "the Parties" execute same in agreement in Monterrey, Nuevo León on [REDACTED] [REDACTED] 20 [REDACTED].

LaSalle Partners, S. de R.L. de C.V. [REDACTED]

By: GERARDO ROSALINO [REDACTED]
Title: Legal Representative

By: [REDACTED]
Title: Legal representative