

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (“**Agreement**”) is made and entered by and between (i) SIETE LEGUAS AUTOMOTIVE S.A. de C.V. (herein “SLA”), with its registered office located at Calz. Tecnológico # 1055 Oriente, Colonia Centro, Lerdo, Durango, C.P. 35150, México and (ii) [REDACTED] with its registered office located at (herein “[REDACTED]”), and shall be effective as of the last date set forth below the signatures of the parties appearing below.

RECITALS

WHEREAS, SLA and [REDACTED] are entering a relationship that may require each to disclose confidential and proprietary information to the other; and

WHEREAS, SLA and [REDACTED] desires to set forth, through this Agreement, the terms and conditions applicable to the disclosure and receipt of the confidential and proprietary information of the other;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the mutual benefits to be derived from this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby severally acknowledged, SLA and [REDACTED] hereby agree as follows:

AGREEMENT

1. Definition & Exclusions. All information provided by either party that is not known by or available to the public and that concerns the business of affairs of either party (including, without limitation, financial data, specifications, drawings, engineering and mathematical data, processes, designs, plans, instructions, data manuals, equipment, memoranda, notes and legal documents) shall be “**Confidential Information**” under this Agreement and be treated by the receiving party as the strictly confidential and proprietary information of the disclosing party that shall not be disclosed by the receiving party to any other individual or entity. Confidential Information shall not include information that is: (a) now available or becomes available to the general public without breach of this Agreement; (b) was already in the possession of the receiving party at the time of receipt; (c) subsequently developed by the receiving party independent of the Confidential Information; (d) obtained from a third party or parties having no obligation of confidentiality with respect to such information; or (e) required to be disclosed in response to a subpoena, interrogatory or order issued by any administrative agency, governmental body or court, provided, however, that the disclosing party has been notified thereof and given an opportunity to seek a protective order or take other appropriate action to protect such Confidential Information.

2. Use & Return or Destruction. The Confidential Information disclosed hereunder is to be used by the receiving party solely for the purpose of furthering SLA – [REDACTED] relationship between the parties, and as required within the scope thereof for analysis and quotation purposes. Upon the request of the disclosing party, the receiving party shall either promptly return all Confidential Information of the disclosing party, or if requested, destroy all such Confidential Information and provide a written certification thereof to the disclosing party as signed by an authorized representative of the receiving party.

3. Retention of Property Rights. The Confidential Information disclosed hereunder, including the rights to inventions derived therefrom, shall remain the sole and exclusive property of the disclosing party. In no event shall the receiving party be deemed, by virtue of the terms of this Agreement or by any disclosure from or discussion with the disclosing party, to have acquired any right, title or interest in or to such Confidential Information of the disclosing party.

4. **Restriction & Protection.** Each party agrees that it shall restrict access to and dissemination of the other party's Confidential Information to those individuals who must be directly involved in evaluating the Confidential Information and use the same degree of care that it uses for its own information of like importance, but at a minimum due care, in safeguarding against disclosure of the other party's Confidential Information. To the extent that either party electronically transmits information, due care shall include: (a) firewalls to protect internal systems; (b) restrictions on the use and storage of electronic transmissions; and (c) encryption or other security devices. Each party shall be responsible for the unauthorized disclosure of the Confidential Information of the other party by its employees, agents and representatives.

5. **Reproduction Prohibited.** The receiving party shall refrain from using any such Confidential Information for purposes other than permitted hereunder as long as it remains Confidential Information.

6. **Enforcement.** Each party acknowledges that failure to perform the obligations and agreements set out in this Agreement may result in irreparable injury to the other party. Accordingly, each party further agrees that, in addition to remedies otherwise available at law or in equity, any and all such obligations may be enforced by suit, restraining order, and/or injunctive relief, without any requirement to post a bond or other security. The validity, interpretation, and enforcement of this Agreement are governed by the laws of the State of Durango. Any action or proceeding seeking to enforce any provision of, or based upon any right arising out of, this letter agreement may be brought against either of the parties in the courts of Mexico. Any rights to trial by jury with respect to any claim, action or proceeding, directly or indirectly, arising out of, or relating to, this Agreement are expressly and irrevocably waived by the parties hereto to the extent allowed by applicable law.

7. **Term & Effect.** The confidentiality obligations imposed under this Agreement shall continue for two (2) years from its signature.

8. **Indemnification.** Each party agrees to indemnify, defend and hold harmless the other party, from and against any and all claims, damages, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any disclosure by the receiving party or its employees, agents or representatives of the Confidential Information of the disclosing party, except as otherwise expressly permitted under this Agreement.

9. **Miscellaneous.** The parties do not intend for that any agency, partnership or joint venture relationship be created between them by virtue of this Agreement. This Agreement shall inure to the benefit of and be binding on SLA and [redacted] and their respective successors and assigns. This Agreement may be amended only by a writing signed by both parties. The individuals signing this Agreement each represent and warrant that he or she has the full power and authority to bind his or her company to the obligations set forth in this Agreement.

This Agreement has been executed and delivered as of [redacted] -

Siete Leguas Automotive S.A. de C.V.

By: Jesús Mojica

Its: Commercial Manager

[redacted]

By: _____

Its: _____