**MUTUAL CONFIDENTIALITY AGREEMENT**

 THIS MUTUAL CONFIDENTIALITY AGREEMENT (“Agreement”), effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“***Effective Date***”), is entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ company, with offices at \_\_\_\_\_\_\_\_\_\_\_\_ (“\_\_\_\_\_\_\_\_\_\_\_\_”) and EVOLUSÍE 3.8 including its affiliates and subsidiaries in Mexico City and Houston, Texas (“***EVOLUSÍE***”) (each a “***Party***” and collectively the “***Parties***”).

WITNESSETH:

WHEREAS, the Parties seek to evaluate possible commercial collaboration relating to the development and/or manufacture and/or distribution of \_\_\_\_\_\_\_ (the “***Potential Business Relationship***”); and

WHEREAS, the Parties agree to enter into such evaluations of the Potential Business Relationship conditioned, in part, upon the provisions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

**1. DEFINITIONS**

1.1 “***Recipient Party***” shall mean the party receiving Proprietary and Confidential Information from the Disclosing Party and shall include the employees, officers, agents and representative of that party.

 1.2 “***Disclosing Party***” shall mean the party transferring Proprietary and Confidential Information to the Recipient Party.

 1.3 “***Purpose of Disclosure***” meansthe Potential Business Relationship, whether the details related to such Potential Business Relationship shall ultimately be enacted or merely proposed, discussed, or otherwise contemplated, formally or informally, by and among the Parties, their officers, employees or representatives individually or in support of or in conjunction with their parent, subsidiary and affiliated entities (collectively, “***Affiliates***”).

 1.4 “***Proprietary and Confidential Information***” shall mean (i) any trade secrets, technical information, application technology relating to the manufacturing, marketing and use of any and all technology, designs, drawings, processes, systems, procedures, methods, formulas, test data, specifications, sketches, plans (engineering, architectural or otherwise), apparatus, know-how, improvements, price lists or pricing information, marketing plans or strategies, financial data, customer lists, vendors’ and suppliers’ identities, or (ii) any other compilation of information if it is in writing or other tangible form, whether or not it is clearly marked as proprietary when disclosed to the Recipient Party, or if not in tangible form, if identified as proprietary when disclosed or within thirty (30) days of such disclosure. Each Party hereto shall endeavor to keep to a minimum the amount of Proprietary and Confidential Information that is furnished to the other upon which restrictions are imposed.

 The term “Proprietary and Confidential Information” shall not include the following exceptions:

 A. Information which prior to receipt thereof by the Recipient Party was either (i) generally available to the public; (ii) in the Recipient Party’s possession, free of any restrictions on its use or disclosure from a source other than the Disclosing Party; or (iii) was independently developed or in the possession of Recipient Party; or

 B. Information which after the receipt thereof by the Recipient Party either (i) becomes available to the public through no fault of the Recipient Party, or (ii) is acquired by the Recipient Party from a third party who either has no obligation of confidence, or has the legal right to transfer the information to the Recipient Party free of any restrictions to its disclosure and/or use.

**2. DISSEMINATION OF INFORMATION**

 2.1 The Parties agree that in order to effectuate the Purpose of Disclosure, the parties will disclose to each other certain Proprietary and Confidential Information within the possession, knowledge and control of the respective Disclosing Party.

**3. PROTECTION OF INFORMATION**

 3.1 The Parties’ obligations with respect to Proprietary and Confidential Information received pursuant to this Agreement will expire three (3) years from the expiration of the Agreement, provided however, that the Parties’ obligations with respect to proprietary processes and trade secrets that are within the scope of “Proprietary and Confidential Information” will not expire until Ten (10) years from the expiration of the Agreement. Proprietary and Confidential Information shall be used, disclosed, copied or duplicated by the Recipient Party solely to effectuate the Purpose of Disclosure. Under no circumstance shall Proprietary and Confidential Information received form the Disclosing Party be used by Recipient Party (i) in any way that is detrimental or adverse to the interests of the Disclosing Party; or (ii) for any commercial purposes without the express written consent of the Disclosing Party.

 3.2 The Recipient Party shall not without the prior written permission of the Disclosing Party use any Proprietary and Confidential Information, which the Recipient Party is obligated to keep in the strictest confidence by this Agreement, for any purpose whatsoever other than to accomplish the Purpose of Disclosure.

 3.3 No Proprietary and Confidential Information shall be disclosed by the Recipient Party to employees, agents or representatives of the Recipient Party other than as shall be necessary to perform and carry out the Purpose of Disclosure.

 3.4 The Recipient Party agrees that all of its employees, agents and representatives who have or shall have any access for whatever reason to the Proprietary and Confidential Information shall have agreed in advance, (i) similarly to hold such in the strictest confidence pursuant to the terms herein and (ii) not to permit the unauthorized use, disclosure, copying and/or duplication of the Proprietary and Confidential Information. The Recipient Party will be responsible to the Disclosing Party for any violations of the obligations of this section by the Recipient Party’s employees, agents and representatives.

3.5  In consideration of being furnished the Information, each Party agrees that for a period of three years after the date of this Agreement, without the prior written consent of the other Party, neither Party nor any of such Party’s affiliates (as such term is defined under Rule 405 of the Securities Act of 1933, as amended) will not hire or actively seek to hire any employee of the other Party.

**4. RETURN OF INFORMATION**

 4.1 Upon completion or abandonment of the Purpose of Disclosure, or upon the written request of the Disclosing Party each Party shall immediately return to the other Party all originals and/or copies of any writing, document, memorandum, sketch, drawing, plan, electronic media, photograph or other tangible item(s) containing any Proprietary and Confidential Information obtained by or furnished to the Recipient Party during the course of the Purpose of Disclosure. Notwithstanding the above, each Party agrees that their respective counsel may retain one archival copy of the Proprietary and Confidential Information disclosed by the other Party hereunder.

**5. LITIGATION AND OTHER EXCEPTIONS**

 5.1 If during the course of any litigation, or at the lawful request of any government agency, the Recipient Party is requested or required to disclose Proprietary and Confidential Information obtained under the scope of this Agreement, the Recipient Party shall immediately notify the Disclosing Party of this fact prior to divulging the Proprietary and Confidential Information. The Disclosing Party may, at its sole cost and expense, seek judicial protection of the Proprietary and Confidential Information. However, in no event shall Recipient Party be liable to Disclosing Party for any disclosure of the Proprietary and Confidential Information pursuant to any court order or governmental request.

5.2 In the event disclosure of Proprietary and Confidential Information is requested by a state or federal agency or agencies, Recipient Party shall use reasonable efforts to prevent such disclosure. In the event such reasonable efforts are unsuccessful and disclosure is required by the agency or agencies, or by court order, Recipient Party shall (i) request that such information be maintained in secrecy and confidence, and (ii) notify the Disclosing Party as required herein.

5.3 The Parties agree, and irrevocably stipulate, to the following terms and conditions. The Parties knowingly waive and intentionally relinquish any and every right that they may have now, or in the future, to dispute, contest, disagree with, challenge, question, or assert any defensive matter of any nature as to, any of the following terms and conditions in this Section 5.3. The Parties have relied upon the irrefutable nature of the following terms and conditions in entering into this Agreement, and would not have entered into this Agreement if this Section was not an irrevocable part of this Agreement. It is the intent of the Parties that neither of them may, in any way, whether directly or indirectly, attack, contest, object to, oppose, defend against, or protest, the content, applicability and enforceability against each of them, of the following terms and conditions:

(i) It is impossible to measure all the damages that a Disclosing Party would suffer by the disclosure of Proprietary Confidential Information in breach of the terms and conditions contained in this Agreement.

(ii) In the event of a breach, or anticipated breach, of the terms and conditions contained in this Agreement, the Disclosing Party would not have an adequate remedy at law.

(iii) In addition to any other right or remedy that the Disclosing Party may have pursuant to the terms of this Agreement, or by way of law or equity, and because of the highly sensitive nature of the Proprietary and Confidential Information being disclosed pursuant to this Agreement, the Disclosing Party may seek, and is entitled to secure equitable or extraordinary relief, including but not limited to a temporary restraining order, temporary injunction, permanent injunction, and any other writ, order or process, to remedy or prevent any breach, or reasonably anticipated breach of this Agreement (based solely upon the reasonable belief of the Disclosing Party).

(iv) The Parties intentionally and knowingly waive any and all rights of any nature to request or require that any bond or other security, of any nature, be secured or posted in connection with any equitable or extraordinary relief sought or secured by a Party to this Agreement.

**6. NO TRANSFER OF OWNERSHIP OF LICENSE**

 6.1 The Recipient Party acknowledges that nothing contained in this Agreement is meant to transfer to the Recipient Party any ownership right in or license to use the Proprietary and Confidential Information and the Recipient Party shall not use the Proprietary and Confidential Information other than as shall be absolutely necessary to accomplish the objectives of the Purpose of Disclosure.

 6.2 The Parties acknowledge that any new processes, inventions or mechanical devices, jointly developed by the Parties during the term of this Agreement shall be the sole and exclusive property of EVOLUSÍE, however nothing in this Section 6.2 shall be construed as transferring title to either Party’s Confidential Information or either Party’s Proprietary and Confidential Information.

**7. MISCELLANEOUS**

 7.1 Neither this Agreement nor the disclosure or receipt of Proprietary and Confidential Information shall constitute or imply any promise or intention to make, lease, license or purchase any products, processes, intellectual property, or service by either party or commit either party to consummate any business transaction contemplated by the Purpose of Disclosure as defined herein. **Neither Party makes any representation or warranties, express or implied, of any kind to the other Party with respect to the Proprietary and Confidential Information, including without limitation with respect to the accuracy or completeness thereof, and each Party expressly disclaims any and all warranties thereto**. Any representations or warranties shall be made thereby, if at all, only in separate, definitive written agreements that may be entered into hereafter.

 7.2 This Agreement sets forth the entire agreement of the parties regarding the Proprietary and Confidential Information received by the Recipient Party from the Disclosing Party and supersedes all prior discussions and agreements of the parties, whether written or verbal. The Agreement may not be modified, amended, rescinded, canceled or waived in whole or in part, except by written instrument, signed by authorized representatives of both Parties, which makes specific reference to this Agreement and which specifies that this Agreement is being amended or otherwise altered.

 7.3 In the event of any litigation between the parties resulting from an alleged infringement of this Agreement, the prevailing party shall be awarded its costs of suit, including reasonable attorney’s fees.

 7.4 The validity, interpretation and performance of this Agreement and/or any amendment to this Agreement shall be governed exclusively in accordance with and by the laws of the Mexico City / State of Texas, exclusive of its conflicts of law rules.

 7.5 All notices required by this Agreement shall be in writing and shall be sent to the other Party via United States Postal Service, postage prepaid, at the Party’s address set forth in Section 9, or such other mailing address as each Party may from time to time designate for itself.

 7.6 Any waiver by either Party of any provision or condition of this Agreement shall not be construed or deemed to be waiver of any other provision or condition of the Agreement, nor a waiver of any subsequent breach of the same provision or condition.

 7.7 If any section, subsection, paragraph, clause or sentence of this Agreement shall be adjudged illegal, or unenforceable, such event shall not affect the legality, validity or enforceability of the remaining portions of this Agreement as a whole or any portion thereof.

 7.8 This Agreement is personal in nature, and neither Party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other parties to the Agreement, except with respect to a successor in ownership of all or substantially all of the assets of the assigning party relating to the Purpose of Disclosure. Any attempt to assign this Agreement that does not conform to these requirements is void. In the event of a valid assignment under these terms, the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

 7.9 Neither Party, nor any Affiliate of the Parties, shall be under any obligation to enter into any further agreements of any nature whatsoever with the other Party, its parent entities, or Affiliates as a result of this Agreement. The Parties shall be free at all times to hold negotiations or enter into agreements with any other persons whatsoever (including with respect to projects under discussion by the Parties hereto, but without disclosing the existence of discussions between the Parties regarding the Potential Business Relationship and the Proprietary and Confidential Information not otherwise subject to disclosure hereunder ) in addition to or in lieu of the discussions hereunder and any such activities shall not be a breach of this agreement or any obligations owed to the other Party hereunder. Each Party hereto reserves the right, in its sole discretion, to decline, to retract or to reject at any time any proposal which has not yet become legally binding by execution of a written agreement between the Parties with respect thereto, or with respect to any further agreements or business arrangements with the other Party or its Affiliates and to terminate all further discussions and negotiations. Nothing herein shall preclude a Disclosing Party from using or disclosing such Party’s own information, including but not limited to such information that would otherwise be characterized as Proprietary and Confidential Information under Section 1.4 of this Agreement, to third parties for any reason.

 7.10 All media releases, public announcements and other disclosures by either Party relating to this Agreement or the subject matter hereof, including promotional or marketing material, but excluding announcements intended solely for internal distribution or to meet legal or regulatory requirements, shall be coordinated with and approved in writing by the other Party prior to release. In addition, the Parties shall refrain from removing, overprinting or defacing any notices of copyright, trademark, logo or other proprietary identifications or notices of confidentiality, from any originals or copies of the other Party's Proprietary and Confidential Information.

**8. EXPIRATION OF AGREEMENT**

 8.1 This Agreement shall expire three (3) years from the Effective Date unless otherwise amended by the Parties in accordance with the terms herein (the “Term”) provided however, that the termination of this Agreement will not affect (i) the obligations of the Parties to hold information as confidential as set forth in Article 3 of this Agreement, (ii)r to not hire or seek to hire employees of the other Party under Section 3.5 of this Agreement or (iii) return copies of documents pursuant to Article 4 of this Agreement.

**9. NOTICES**

 9.1 Any communications by the Parties concerning this Agreement shall be sent to the following representatives:

ForEVOLUSÍE:

Santiago Lobeira

With Copy To: Manuel Sanchez-Alvarez

For \_\_\_\_\_\_\_\_\_\_\_\_:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Email:

 *with copy to*

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

[Signature page follows; remainder of page intentionally blank]**10. SIGNATURES & EXECUTION**

10.1 The undersigned individuals certify that they are competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

10.2 This Agreement may be executed by the Parties in separate counterparts and transmitted by electronic mail. Each counterpart, when so executed, shall be deemed to be an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

Accepted and Agreed to:

**EVOLUSÍE 3.8**

By:

Name:

Title:

Date:

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

By:

Name:

Title:

Date: