

CONFIDENTIALITY CONTRACT

CONFIDENTIALITY CONTRACT CELEBRATED BY A PART OSCAR GARIBAY GUADIAN. AND FOR THE OTHER PART THE CUSTOMER: _____ OF THE COMPANY: TO THE TENOR OF THE DECLARATIONS AND FOLLOWING CLAUSES: on behalf of the aforementioned company. That it is your will to be bound by the terms of this contract. They declare: That it is their will to be bound by the terms of this contract. The parties, producing their representatives, declare:

1. That they have decided to transmit to each other certain confidential information, property of each of them, related to technologies, internal business plans, and other types, which in the future will be called "Confidential Information", relating to the sale of one of the parts of COMMUNITY MANAGER services____
2. That any of them, by virtue of the nature of this contract, may be constituted as a receiving or disclosing party.
3. That they recognize each other's personality with which they appear to celebrate the present agreement and express their free will to be bound by the terms of the following CLAUSES:

FIRST The parties agree not to disclose to third parties, the "Confidential Information", that they receive from the other, and to give said information the same treatment that they would give to the confidential information of their property. For the purposes of this agreement, "Confidential Information" includes all the information disclosed by any of the parties, either orally, visually, in writing, recorded on magnetic media or in any other tangible form and clearly marked as such when delivered. to the receiving party.

SECOND. The receiving party undertakes to keep confidential the "Confidential Information" it receives from the disclosing party and not to give it to a different third party of its lawyers and advisors who have the need to know such information for the purposes authorized in Clause Sixth. of this agreement, and who must agree to keep this information confidential.

THIRD. The receiving party undertakes not to disclose the "Confidential Information" to third parties, without the prior written consent of the disclosing party.

QUARTER. The receiving party undertakes to take the necessary and appropriate precautions to keep the "Confidential Information" property of the other party confidential, including, but not limited to, informing its employees that they handle it, that said information is confidential and that it is not confidential. It must be disclosed to third parties.

FIFTH The receiving party agrees that the "Confidential Information" that it receives from the other party is and will remain the property of the latter, to use said information only in the manner and for the purposes authorized in Clause Six of this contract and that this instrument does not grant, expressly or implicitly, intellectual or property rights, including, but not limited to, Licenses of use with respect to "Confidential Information"

SIXTH. The receiving party is obliged to use the "Confidential Information" of any of the other parties, only for the purchase of one of them from the company and / or brands related to services and products object of the contract.

SEVENTH. The parties agree that in the event that the receiving party partially or totally fails to comply with the obligations under its responsibility derived from this contract, the receiving party will be liable for the damages that said breach will cause to the disclosing party.

EIGHTH. Notwithstanding anything to the contrary in this agreement, no party shall have the obligation to keep any information confidential: 1. That prior to its disclosure it was known by the receiving party, free of any obligation to keep it confidential, as evidenced by documentation in its possession ; 2. That it be developed or elaborated independently by or on behalf of the recipient or legally received, free from restrictions, from another source with the right to disclose it; 3. That it is or becomes public domain, without breaching this agreement by the receiving party; and 4. That it is received from a third party without this disclosure violating an obligation of confidentiality.

NINTH. The validity of this agreement will be indefinite and will remain in force as long as there is a commercial relationship between both parties.

TENTH. Within 7 business days following the date of termination of this agreement or, as the case may be, of its extension, all the "Confidential Information" transmitted in writing, recorded on a magnetic or otherwise tangible medium, to the party recipient by the discloser, must be returned to the disclosing party or, where appropriate, destroyed in the presence of an authorized representative of the disclosing party, at the discretion of the disclosing party. In the event that the receiving party does not comply with the return or destruction in the presence of an authorized representative of the disclosing party within the term established in this Clause, the receiving party shall be entitled to the Conventional Penalty established in Clause Seven. of this Contract.

TENTH FIRST. The obligations established in this agreement for the receiving party, with respect to the confidentiality, of the "Confidential Information" and the use thereof, will prevail upon the termination of this instrument, for a period of at least 2 (two) years to from said termination.

TENTH TWO. This agreement constitutes the entire agreement between the parties with respect to such confidential information and supersedes any prior understanding, oral or written, that may have existed between the parties.

TENTH THIRD Neither party may assign its rights and obligations derived from this Contract.

FOURTEEN. This agreement may only be modified by consent of the parties, granted in writing.

FIFTEEN FIFTH. For the interpretation and compliance of this contract, the parties submit to the jurisdiction of the laws and courts of the city of Leon Guanajuato, Mexico. renouncing from now on any other jurisdiction that may correspond to them because of their present or future domiciles or for any other reason, indicating from this moment as their legal addresses

the following: Agrarian Reform 310 Colonia Medina, c.p. 37238, Leon Guanajuato Mexico.
and by the client with address _____ Street _____ City _____
State _____

Country _____ Once the parts of the content and scope of this contract have been
understood, they sign it on the date ____ / ____ / 2018 ____

Signature Service Provider

www.papabonitos.com

Customer Signature

Representing the company