



SITRASA®

al servicio del medio ambiente

Sistemas de Tratamiento Ambiental S.A. de C.V.

CONFIDENTIALITY AND INFORMATION DISCLOSURE POLICY



CONFIDENTIALITY AND INFORMATION DISCLOSURE POLICY

OBJECTIVE

The objective of this policy is to ensure that the information that is mutually shared with our clients, collaborators and/or suppliers is protected, safeguarded and not disclosed.

This confidentiality policy is not applicable to cases where the information is of a public nature and/or is required by any judicial or administrative authority.

DEFINITIONS

CONFIDENTIAL INFORMATION. Confidential information shall be understood as all information whether oral, printed, or contained in any type of document, file, or medium that can store information regardless of its nature, all kinds of technical or intellectual work, with respect to which, any of the parties grants it the character of confidentiality.

Likewise, any type of agreement, contract, agreement entered into before and/or after the signing of this agreement, the agreed clauses, and the commercial relationship generated from the commercial celebration derived from the celebration of the same, will be considered confidential information.

DISCLOSURE PART. Any of the parties that make available the other confidential information of their property will have the character of "discloser", who at all times will retain ownership of the information they share.

RECEIVING PART. Any of the parties that receives confidential information owned by the disclosing party will have the character of "recipient", and undertakes not to make it known to a third party, under penalty of indemnifying the disclosing party in the terms and conditions that are established in this agreement.

POLICIES

SPECIFIC ELEMENTS THAT ARE CONSIDERED AS PART CONFIDENTIAL INFORMATION.

The following are considered specific elements of confidential information:

- 1) Name of the company that hires and/or receives any type of service.
- 2) Address and location of the company that hires and/or receives any type of service
- 3) Workers and other people of the company that hires and/or receives any type of service.
- 4) Brand and utility of the machinery used by the company that hires and/or receives any type of service
- 5) Activities carried out by the company that hires and/or receives any type of service
- 6) Place or places where the company that contracts and/or receives any type of service carries out its activities



As well as any information regarding products, developments, manufacturing, construction or manufacturing techniques, plans or projects for new products, equipment, inventions, discoveries, patents or patent applications, ideas, distinctive signs, designs, industrial drawings, utility models, engineering drawings, architecture and setting, synthesis, drafts, provision of services, computer systems and programs, progress or progress reports, materials, costs, specifications, methods, processes, research and analysis, sales activities and procedures and/or acquisitions, promotion and pricing techniques, financial and credit information, contracts and agreements of the parties, of the parties' clients or of any other affiliated and/or subsidiary and/or controlling company of the parties or that has relationships of business with the parties, as well as all information related to the management, operation or planning of the parties .

DUTY OF CONFIDENTIALITY

The receiver will only use the information provided by the discloser for the purposes related to the scope referred to in the above policy, committing the receiver to maintain the strictest confidentiality regarding the information received, warning of the duty of confidentiality and secrecy to their partners, directors, legal representatives, employees and any natural or legal person who, due to their relationship with the recipient, must have access to the information granted for the proper fulfillment of the recipient's obligations to the discloser.

In this sense, it will be understood that the receiver must ensure that each natural or legal person who accesses the information disclosed by the discloser adheres to the confidentiality commitment established in this agreement.

The receiver and the persons mentioned in the previous paragraph may not reproduce, modify, make public or disclose to third parties the information that is the object of this agreement without the prior written and express authorization of the discloser.

The recipient agrees not to celebrate with any natural or legal person, any type of agreement, agreement, contract, negotiation or assume obligations that are in conflict with this agreement or that derive or imply the breach of it.

Likewise, the receiver will adopt the same security measures with respect to the information object of this agreement that it would normally adopt with respect to the confidential information of its own businesses or interests, avoiding by all means at its disposal the loss, theft or theft of the information. shared by the developer.



EXCEPTIONS OF CONFIDENTIALITY

Notwithstanding the provisions of this agreement, the obligation of confidentiality will not apply in the following cases:

- a) When the information will be in the public domain at the time it is provided to the recipient or, once the information has been delivered, it enters the public domain without infringing any of the clauses of this agreement.
- b) In the event that the recipient can prove that the information was legitimately developed or received from third parties, completely independent of their relationship with the discloser.
- c) When current legislation or a court order requires its disclosure. In that case, the recipient will notify the discloser immediately of such eventuality and will do everything possible to ensure that the information is treated confidentially.

OF THE OWNERSHIP OF THE INFORMATION AND/OR INTELLECTUAL PROPERTY

The property rights of the information object of this policy belong to the disclosing party of the information and the fact of providing it to the receiver does not modify such situation, which implies that the disclosing party will keep for himself the rights inherent to the property of the information. to be delivered to the receiver.

Consequently, in no case and for no reason shall it be understood that the confidential information shared by any of the parties will constitute co-ownership and the recipient acknowledges that the fact that the disclosing party shares confidential information does not grant him any right of license, patent or intellectual property over it, and that the disclosure of the information will not create any obligation to the discloser to grant any right over said information.

RESTITUTION OR DESTRUCTION OF CONFIDENTIAL INFORMATION

In the event that the relationship between the parties is terminated, they are obliged, at the choice of the disclosing party, to return or destroy any document or file provided in any type of support, as well as the copies that, if applicable, have been obtained from them, provided that they constitute information covered by the duty of confidentiality that is the object of this agreement.

In any case, the discloser may request the return or destruction of the information that has been shared by any means at any time, through a written request made to the recipient.

If a term for the return or destruction of the information is not stipulated in the request, the recipient must return the information, as well as the copies that may have been obtained, within 30 days following the date on which the request is received.



OF COUNTERFEITS

SITRASA does not allow or tolerate the unauthorized falsification, modification, editing or copying of any company document or record, whether printed, recorded on tape, disk, video, electronic media or in any other format.

Any act of falsification of any document or record is considered a crime and is immediately reported to the competent authorities, so that these acts are investigated, sanctioned and punished.