



PRIVACY POLICY AND DISCLOSURE OF INFORMATION

OBJECTIVE

The objective of this policy is to ensure protect, safeguard, and not disclose the information that is shared mutually with our customers, collaborators and / or suppliers

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

DEFINITIONS

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

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

DISCLOSING PARTY. Any party that makes available to the other confidential information of its property will have the character of "discloser", who at all times will retain ownership of the information it shares.

RECEIVING PARTY. 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 under the terms and conditions established in this agreement.

POLICIES:

SPECIFIC ITEMS THAT ARE CONSIDERED TO BE PART OF THE 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 hires 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 ambience, synthesis, drafts, provision of services, computer systems and programs, progress or progress reports, materials, costs, specifications, methods, processes, research and analysis, sales and/or procurement activities and procedures, 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 having business relationships with the parties, as well as all information related to the management, operation or planning of the parties.

DUTY OF CONFIDENTIALITY

The recipient will only use the information provided by the discloser for the purposes related to the scope referred to in the preceding policy, committing the recipient to maintain the strictest confidentiality with respect to the information received, warning of the duty of confidentiality and secrecy to its partners, directors, legal representatives, employees and any natural or legal person who, Due to its relationship with the recipient, it must have access to the information granted for the correct fulfillment of the obligations of the receiver towards the discloser.

In this sense, it will be understood that the recipient 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 recipient and the persons mentioned in the previous paragraph may not reproduce, modify, make public or disclose to third parties the information object of this agreement without prior written and express authorization of the discloser.

The recipient agrees not to enter into 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 thereof.

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

EXCEPTIONS TO CONFIDENTIALITY



Without prejudice to the provisions of this agreement, the obligation of confidentiality shall 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 is delivered, the recipient accesses the public domain without any violation of the clauses of this agreement.
- b) In case the recipient can prove that the information was legitimately developed or received from third parties, completely independent of his relationship with the discloser.
- (c) Where disclosure is required by law or by court order. In that case, the recipient shall immediately notify the discloser of such eventuality and shall make every effort to ensure that the information is treated confidentially.

OWNERSHIP OF INFORMATION AND/OR INTELLECTUAL PROPERTY

The property rights of the information subject to this policy belong to the disclosing party of the information and the fact of providing it to the recipient does not change this situation, which implies that the discloser will retain for himself the rights inherent in the ownership of the information that is sent to the recipient.

Accordingly, in no event shall confidential information shared by any party be deemed to constitute co-ownership and the recipient acknowledges that the fact that the disclosing party shares confidential information with it does not grant it any license, patent or intellectual property rights in it, and that the disclosure of the information will not give rise to any obligation on the discloser to grant any right to such information.

RESTITUTION OR DESTRUCTION OF CONFIDENTIAL INFORMATION

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

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

If the request does not stipulate a deadline for the return or destruction of the information, the recipient must return the information, as well as any copies that may have been obtained, within 30 days from the date on which the request is received.

COUNTERFEITS



GRUPO JCV HOLDINGS does not allow or tolerate the falsification, modification, edition or unauthorized copying of any document or registration of the company, whether printed, recorded on tape, disc, video, electronic medium 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, punished and punished.