

PRIVACY AGREEMENT

BETWEEN

Aediwood , whose head office is located in Montreal, whose intra-community VAT number is **897578**, registered with the Montreal Trade and Companies Register under number 00976868VG66, represented by Dominic RACCOON in his capacity as commercial representative, duly authorized for the purposes hereof

Hereinafter referred to as "**Aediwood** » ,

AND

The Government of the United Mexican States, whose headquarters are located in Mexico City, Plaza de la Constitution, represented by Miguel PALOMBOS in his capacity as Special Ministerial Adviser, duly authorized for the purposes hereof

Hereinafter referred to as "The Government » ,

And individually referred to as "the Party" and collectively "the Parties",

The Parties have agreed as follows.

1. Confidential Information .

As used in this Agreement, the terms "Confidential Information" refer to all information of any kind whatsoever and in any form whatsoever, such as data, documents of any kind, any technical, commercial , strategic, financial or of any other nature, all samples, all specifications, all drawings, all software, all models, all reports, all descriptions and all studies, belonging to the Mexican government which are brought to the attention of Aediwood within the framework of the Project, in writing, orally or which come into the possession of the latter in any other way whatsoever, during the discussions or by its physical or electronic access to the premises of the Disclosing Party .

2. Use and Ownership of Confidential Information .

The Receiving Party agrees not to disclose, to anyone and in any manner whatsoever, the Confidential Information of the other Party without the prior written consent of the latter. **The very existence of prior commercial discussions, as well as the name of the project** of interest to both parties, are particularly protected under the terms of this agreement.

3. Applicable Law and Jurisdiction :

The Agreement is governed by Mexican law. In the event of a dispute between the Parties relating to the validity, interpretation or execution of the Agreement, they agree, in the event that an amicable agreement is impossible to reach, that the Commercial Court of Mexico will have sole jurisdiction to hear it.

Done at Mexico City on January 21

In 2 original copies, one for each of the parties.

Name: Dominic RACCOON
Title: Trade Representative

Name: Miguel PALOMBOS
Title: Special Ministerial Advisor

For the Aediwood Company For the Mexican Government

