



**Business Professionals with a Global Vision**

Investing for the Future

# **PDI MANAGEMENT S.A. DE C.V.**

## **MUTUAL CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT**

This Mutual Confidentiality and Non-Circumvention Agreement is made as of the date set forth below, between all parties undersigned, or any other authorized representative thereof, and all other related associates, persons, entities, officers, agents, and other parties of any sort, all collectively hereafter referred to as Disclosing Party or Recipient Party (**DP/RP**). All parties, for themselves and any related other representatives or associates of any kind, are acknowledged to have information that would need to be shared in order to create a contemplated viable economic success of their relationship--and therefore any party could be the Disclosing Party or Recipient Party as to particular information disclosed as contemplated within the scope of this Agreement.

**WHEREAS** the parties hereto have agreed to terms governing the mutual confidentiality of certain essential information any Disclosing Party may disclose to any Recipients and vice versa,

**NOW THEREFORE**, in contemplation of any **Disclosing Party** disclosing to any and all **Receiving Parties** herein the names, identities, opportunities, price points, relationships, or other economic or performance advantages it has or knows of regarding any type of information whatsoever having economic advantage relating to any specific deal, transaction, or relationship they are discussing between them, and otherwise providing or causing to be provided information to the economic advantage of Recipients as Principals, Buyers, Sellers, Brokers, Intermediaries, Agents, Clients, Providers, or any sort of Users of the said disclosed information, and in consideration of their mutual covenants herein and other valuable consideration, all the parties hereto hereby agree to maintain **strict confidentiality**, as follows:

### **1. Confidential Information:**

**(a) Each party agrees that**, in contemplation or negotiations for relationship of economic advantage to itself, it may have access to and receive disclosure of certain valuable and critical non-public information related to other parties hereto, including but not limited to their valuable clients, contacts, or customers and related data, their confidential and special business relationships, and confidential details regarding their current and future services, products, and pricing details generally, and as further described below. Each party, in consideration thereof, agrees that any and all such private or confidential information and materials [the "**Confidential Information**"] it may receive or obtain through written, oral, or other means, perceived through acts or forbearances of Recipients by anyone related to any party to this agreement, including but not limited to its officers, employees, agents, directors, or any third parties contractually related thereto, it **shall keep confidential and proprietary and shall not disclose to any others** not privy to this contract, except by express written permission of all the other parties hereto.



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**(b) Such information may include**, but is not limited to private information regarding:

- (i). Identification of Disclosing Party's provider or client relationships or details of business deals involving
- (ii). Disclosing Party's marketing philosophy or innovations, objectives and business plans, methodology and strategy, competitive advantages and disadvantages, financial results, research and technological developments, operations, or systems;
- (iii). Matters concerning Disclosing Party's key players or relationships, provider, client, or customer information or lists, demographics, usage, purchasing history, or any other data;
- (iv). Other private information such as internal contracts, order forms, training materials, memos, or any communications not published by Disclosing Party to the public.

**(c) However, Confidential Information does *not include*** information that:

- (i). Is in the public domain already;
- (ii). Becomes publicly known through no wrongful act of the Recipient party;
- (iii). Is independently developed by Recipient prior to date of this agreement, provided Recipient does not intentionally develop such information intending to circumvent or deliberately to avoid consequences or intent of this agreement;
- (iv). Is communicated to a third party with the express written consent of the Discloser of said information, a party hereto;
- (v). Is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law, provided that, before making such disclosure, Recipient party shall notify the Disclosing Party and provide it with adequate opportunity to interpose an objection or otherwise take action to assure the confidential treatment or handling of such information.

**(d) To the best of its ability, each party hereto is under affirmative duty to and shall:**

- (i). Protect and preserve the confidential and proprietary nature of all Confidential Information;
- (ii). Not disclose, give, sell, or otherwise cause or allow to be transferred or made available directly or indirectly any Confidential Information to any third party for any purpose, except as permitted in advance by the Disclosing Party to this Agreement.
- (iii). Not use or make any records or copies of the Confidential Information except as necessary for discussions with the Disclosing Party or as permitted by said party;
- (iv). Determine need to know of any Recipient, and limit the dissemination of the Confidential Information within the authorized Recipient's organization and the Disclosing Party's organization, to such individuals whose duties justify the need to know the Confidential Information, and creating or assuring that there is a clear understanding by such individuals of their obligation to maintain the confidential and proprietary nature of the Confidential Information imparted;
- (v). Return all Confidential Information and any copies thereof (in whatever form) to the Disclosing Party, on their written request;
- (vi). Notify Disclosing Party immediately of any loss or misplacement of Confidential Information, in whatever form, and;
- (vii). Use the highest degree of care to avoid disclosure of such Confidential Information.



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**2. Each party agrees to not circumvent any business arrangement and not pre-empt, interfere with, or improperly diminish any existing or prospective advantage of any other party** signatory hereto (nor to allow or enable such circumvention or interference to occur by a third party). This includes without limitation promises **not** to negotiate, interfere with, compete against, or complete business transactions, directly or indirectly, with or as to any Disclosing Party's related principals, employees, agents, clients, customers, prospects under contract or in negotiation, or any other associated party, except as permitted in writing by the Disclosing Party that would otherwise be adversely affected by such circumvention or interference. If any party detrimentally circumvents any other party to this agreement, or discloses Confidential Information contrary to the letter and intent of this Agreement that thereby results in, allows, or induces harm, damage, injury, loss, or any detriment whatsoever, the responsible party or parties shall be liable for any and all losses and damages of whatever type caused thereby, including but not limited to injunctive relief, writ of mandamus, consequential damages, court costs, fees, actual legal costs, and any other costs or losses caused thereby.

**3. No Recipient or Receiving Party shall disclose Confidential Information** from any Disclosing Party under this Agreement, nor in any way use said information to the detriment of Disclosing Party, whether by loss of economic advantage, reputation, or otherwise, for a period lasting **Five years** from the date of disclosure or Recipient learning of any such Confidential Information under the conditions of this Agreement, except as provided above in paragraph numbered 2.

**4. The Disclosing Party may disclose information that it asserts as true to the best of its information and belief, but it does not guarantee** the validity or truth of any information it discloses, nor that it is without omissions or error except if explicitly so stated in writing. Disclosing Party shall have neither responsibility nor liability of any sort for any information it discloses in good faith. Recipients are required to do their own due diligence and exercise their own business judgment, and Disclosing Party shall have *no responsibility nor liability whatsoever* for any losses by any Receiving Party due to its own business decisions, despite that they may have been decisions allegedly made in reliance on Confidential Information.

**5. The rights and obligations of the Parties to this Agreement shall survive** the return of any Confidential Information to the Disclosing Party thereof, in full and as to all copies of whatever sort.

**6. Nothing herein shall act as a license or grant of any right by any Recipient to the unlicensed use of, or any kind of ownership of, any of Disclosing Party's intangible or tangible property.**

**7. No party shall unduly delay** any actions it may promise to perform flowing from or pursuant to this agreement, but shall act entirely in reasonable good faith to further the transactions agreed to pursuant to contemplated economic advantages that prompted this contract. Time is of the essence. Waiver of any claim for breach shall not be a waiver for any subsequent breach, if any.



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# PDI MANAGEMENT S.A. DE C.V.

\*\*\*\*\*SIGNATURE PAGE 1\*\*\*\*\*

ALL SIGNING PARTIES MUST ATTACH A COPY OF THEIR CURRENT PASSPORT

**AGREED AND PROMISED AMONGST THE PARTIES** effective this Date of Execution, Date \_\_\_\_\_ Month \_\_\_\_\_ 2011 and covering all disclosures prior to and leading up to this agreement pursuant to the current matters being discussed:

**Accepted and Agreed** by and for Party [1] **Disclosing** (who may also be Recipient Parties):  
By an Officer or Person authorized to sign AND Agent, or Representative, if any exists:

**PDI Management S. A. de C.V. --- any/and all Troy Powell's companies involved.**

\_\_\_\_\_  
*Signature*

By: Troy Powell

\_\_\_\_\_  
*Witness*

**AGREED AND PROMISED AMONGST THE PARTIES** effective this Date of Execution, Date \_\_\_\_\_ Month \_\_\_\_\_ 2011 and covering all disclosures prior to and leading up to this agreement pursuant to the current matters being discussed:

**Accepted and Agreed** by and for **Recipients** (who may also be Disclosing Parties),  
by an Officer or Person authorized to sign AND Agent, or Representative, if any exists:

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness Name (Print)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip



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\*\*\*\*\*SIGNATURE PAGE 1\*\*\*\*\*

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Witness Name (Print)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date:

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Witness Name (Print)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date:

**Due to the private nature of my business I do not solicit clients and only work with referrals' from associates that know the interest and the capabilities of my companies.**

**This confidentiality is for all related companies of Troy Powell by signing this you acknowledge the importance of not discussing outside the group unless they are introduced and have signed a MCNCA/Confidentiality agreement.**