

CONFIDENTIALITY POLICY

Introduction

In the event that the Companies provide the Business Partners with the documentation and information that such Business Partners require (being strictly necessary for the due compliance of the rendering of services hired by the Companies), the Business Partners may not publish, use or disclose in any way such documentation and information, except that which at the moment of delivery of the Confidential Information (as defined below), was already of public domain or had already been widespread by the Companies.

The terms used with an initial capital letter herein shall have the following meaning:

“Companies”, means ASR Holding de México, S.A. de C.V., Domino Foods de México, S.A. de C.V. and their Affiliates (including Domino Comercio, S.A. de C.V., Ingenio San Nicolás, S.A. de C.V.’s and Unión de Productores de Caña de Joachín, S.A. de C.V.), as appropriate.

“Business Partners”, means any company or individual vendor, consultant, distributor, broker, intermediaries, introducers, agents or third party that provides goods or services for or on behalf of any of the Companies.

“Affiliates” means any entity which controls, is controlled by or is under common control with the Companies. The term “control” means the ownership, directly or indirectly, or the power to direct the voting or disposition, of fifty percent (50%) or more of the voting stock or equity interests of the subject entity.

Policy and Practice

It shall be deemed as confidential information (the “Confidential Information”) any written, verbal or graphic information, as well as that contained in electronic or electromagnetic media, provided by the Companies to the Business Partners, for which the Confidential Information expressly includes, but not limited to, the Companies’ employee information, as well as technical, financial and commercial information related to clients or “potential partners” names, business proposals, business strategies, organizational structure, Companies’ stock structure and the integrating parts of the corporate group, reports, plans, market projections, data and any other industrial information, as well as formulas, mechanisms, patterns, methods, techniques, analysis processes, registered and un-registered marks, names or commercial notices, work documents, compilations, comparisons, studies or any other document that the Companies may provide to the Business Partners for the rendering of hired services.

The Business Partners must use the Confidential Information only for the rendering of the services and are obligated to not disclose the Confidential Information, totally or

partially, and to not use such information for purposes different to the rendering of services for which they were hired.

The Business Partners acknowledge and agree to be solely responsible for the use and disclosure of the Confidential Information, so that any breach to this Confidentiality Policy carried out by itself or any of its representing partners, contractors, employees or any third party, in such virtue the Business Partner, is obligated to indemnify the Companies from any damage, loss, expenses and costs (including, without limitation, reasonable attorney fees) incurred by the Companies, resulting from or in relation to a breach of this Confidentiality Policy.

No license or warranty is granted, conveyed or implied with respect to the Confidential Information, and neither the Companies nor any of their representatives shall have any liability with the Business Partners or any of their representatives, resulting from use of the Confidential Information by the Business Partners or their representatives.

The Business Partners may have access to the Companies' industrial and commercial information, which represents a competitive advantage with respect to its competitors or third parties and that such information is maintained and kept as confidential by the Companies constituting a "trade secret", for which, such information may not be disclosed to third parties under any circumstance or reason, nor may be used inappropriately and the Business Partners acknowledge that disclosing such information or using such information inappropriately will cause irreparable harm to the Companies for which monetary damages would be inadequate, and that, in addition to such other rights and remedies that may be available to the Companies, including recovery of damages, the Companies shall be entitled to seek specific enforcement of the provisions contained hereunder and injunctive relief. The Confidential Information is subject to that provided in Articles 82 to 86 Bis 1, 223, fractions IV, V and VI, and other relative and applicable articles of the Industrial Property Law (*Ley de la Propiedad Industrial*), in connection to that provided in articles 210, 211 and 211 Bis of the Federal Criminal Code (*Código Penal Federal*).

The Business Partners' obligation of confidentiality contained hereunder shall survive any conclusion of the rendering of services.