

All communication, information and/or documentation transferred by any means with regards to Braskem Idesa and/or the Company shall be deemed confidential information (the "Confidential Information").

The Party receiving the Confidential Information shall be hereinafter referred to as the "Receiving Party" and the Party disclosing the Confidential Information shall be hereinafter referred to as the "Disclosing Party" (hereinafter the Receiving Party and the Disclosing Party jointly referred to as the "Parties").

1. PURPOSE

This Agreement is executed between the Parties to protect the Confidential Information. The Parties also mutually acknowledge that, except for this Agreement, neither Party is bound before the other in any manner whatsoever, unless and until a formal agreement is executed, and delivered, and that neither Party is bound by this Agreement in any manner whatsoever to execute such agreement. Each of the Parties hereto shall cover its own costs with regards to this Agreement and its purpose, whether such costs have been incurred before or after the date of execution hereof.

2. DEFINITIONS

2.1 "Affiliate" means, with regards to any person, any other person who directly or indirectly controls, is controlled by or is under common control with such person. For purposes of this definition, a person shall be deemed to control another if it holds, directly or indirectly, the power to direct or cause the direction of the management or policies of such other person, whether through the ownership of voting shares, by contract or otherwise.

2.2 "Braskem Idesa" means: Braskem Idesa, S.A.P.I. or Braskem Idesa Servicios, S.A. de C.V.

2.3 "Confidential Information" means: any information, knowledge, documents, contracts, agreements, files, records, industrial secrets, trade secrets, intellectual and industrial property of any kind, know-how, business strategies, designs, inventions, technical information, methods, formulas, processes, drawings, schemes, specifications, samples, reports, plans, programs, ideas, software, computer programs and/or models, that the Parties may disclose, whether visually, orally and/or in writing, through any electronic and/or physical means, provided it is identified and confirmed as "confidential".

2.4 "Related Party" means (a) with regards to any legal entity, any Affiliate or subsidiary thereof, any trust in which said legal entity is a trustee, any director or officer of said legal entity, as well as the Related Parties of such legal entities pursuant to the following item (b), and (b) with regards to any individual, his/her spouse, relatives until the fourth degree, the relatives of the spouse until the fourth degree; any Affiliate of such individual, his/her spouse, of his/her relatives until the fourth degree or any trust in which said individual, his/her relatives until the fourth degree, his/her spouse or any other relative until the fourth degree of the spouse of such individual acts as trustee.

CONFIDENTIALITY OBLIGATIONS: NO DISCLOSURE AND NO USE

2.5 With regards to the Confidential Information received, the Receiving Party agrees:

- (i) to treat this information as confidential, not to disclose it or make it otherwise available to any third party, and
- (ii) not to commercially use it in any other manner, and
- (iii) to limit its disclosure among its own employees whose duties justify the need to know such information, who have a clear understanding of the obligations hereunder and who are otherwise contractually bound to comply with the terms hereof; and
- (iv) not to make it the subject matter of any patent application or other intellectual property right,
- (v) if the Disclosing Party provides samples or other equipment or material (hereinafter the "Items") to the Receiving Party, which are adequately marked as "confidential", the Items so received must be used and the information derived from such Items must be treated as Confidential Information transferred in terms of this Agreement. The Receiving Party agrees not to perform or to allow reverse engineering, reverse assembly or reverse compilation of said Articles.

2.6 The Receiving Party agrees to notify to the Disclosing Party as soon as practicable and in writing, if an event of loss of and/or unauthorized access to the Confidential Information has occurred in the Receiving Party.

3. EXCEPTIONS

3.1 The Receiving Party shall have no obligation whatsoever with regards to any information that:

- (i) is disclosed by the Receiving Party to a third party prior written approval of the Disclosing Party; or
- (ii) is or becomes readily available to the public other than through a breach by the Receiving Party; or
- (iii) is distributed by the Disclosing Party to any third party without limitation; or
- (iv) has been disclosed to the Receiving Party by any third party without any duty of confidentiality and without breaching any contractual, confidential or fiduciary obligation before the Disclosing Party or any law; or
- (v) as evidenced in any contemporary written document, has been independently developed by the Receiving Party without referring to the Confidential Information; or
- (vi) must be disclosed pursuant to a valid order from a court with competent jurisdiction or from any authorized government agency, in the understanding that the Receiving Party must use its best efforts to notify the Disclosing Party of such requirements in order to provide to the Disclosing Party the opportunity to seek, at the sole cost and expense of the Disclosing Party, a preemptive measure or any other remedy.

3.2 The Confidential Information shall not be considered within the above-mentioned exceptions just for being:

- (i) specific and for being included in more general information of public knowledge or in the possession of the Receiving Party or
- (ii) a combination to rebuild the Confidential Information from various sources, none of which shows the entire combination, its principle of operation and method of use.

If a portion of any Confidential Information falls into any of the above-mentioned exceptions, the rest of the Confidential Information shall continue to be subject to the provisions in this Agreement.

PROTECTION OF THE CONFIDENTIAL INFORMATION.

4.1 The Receiving Party shall use reasonable care to protect the Confidential Information, with at least the same level of care it would use for its own information of similar importance.

4.2 The Receiving Party shall take all the necessary and adequate steps to efficiently protect the Confidential Information obtained from time to time against losses, as well as against unauthorized access. This includes, providing and maintaining the proper and necessary entry and access measures to rooms, containers, IT systems, databases and other means of information where the Confidential Information is provided, as well as the implementation of the pertinent instructions for those people who are authorized to handle the Confidential Information pursuant to this Confidentiality Agreement.

AUTHORIZATION FOR AFFILIATES AND RELATED PARTIES.

5.1 The Disclosing Party, when applicable, hereby authorizes Braskem Idesa to: share, transfer, disclose and/or divulge the Confidential Information to Affiliates and/or Related Parties, provided such disclosure has a specific purpose and is strictly known by the person directly related to such purpose, always binding anyone involved to comply with this Confidentiality Agreement.

NO RIGHT OR LICENSE

6.1 This Agreement does not grant any right or license whatsoever, whether express or implied, to use the Confidential Information (or any intellectual property of the Disclosing Party or its Affiliates) or any right or license, express or implied, pursuant to any patent, including but not limited to the right to apply for a patent or any other intellectual property protection, or any right to purchase, distribute or sell any product. The Receiving Party is not authorized to carry out improvements, amendments or derivative works related to the Confidential Information. For purposes of the Parties, the Disclosing Party shall be the owner of all rights, title and interest in and over the Confidential Information and any improvement, amendment and derivative work thereof including any assessment, valuation, test results, feedback or suggestions directly related to intellectual property, technology, products and/or services of the Disclosing Party that are performed by the Receiving Party based on the reception of the Confidential Information. The Receiving Party hereby assigns to the Disclosing Party all present and future rights, title and interest (and will assign such rights, title and interest that have not been assigned through this assignment of future rights) in and over any of said improvements, amendments and derivative works that the Receiving Party (or anyone with access to the Confidential Information through the Receiving Party) may, with or without authorization, conceive, create or reduce to practice by performing or participating in the performance of the Purpose or in breach of this Agreement. Upon request of the Disclosing Party, the Receiving Party shall carry out or cause its representatives, employees and agents to carry out, any and all acts necessary to assist the Disclosing Party in perfecting the right, title and interest of the Disclosing Party in and over such improvements, amendments and derivative works.

TERM

7.1 This Agreement shall be effective upon its execution by the Parties and shall remain in full force and effect for as long as the Parties maintain a contractual and/or business relationship.

7.2 The confidentiality obligations of the Receiving Party shall remain in force for a term of 5 (five) years after any termination or expiration of this Agreement; in the understanding that with regards to the Confidential Information that constitutes a trade secret under the laws of any jurisdiction, such rights and obligations shall prevail upon such expiration until, as the case may be, such Confidential Information forfeits its protection as a trade secret unless it is due to an act or omission by the Receiving Party. Any of the Parties may terminate this Agreement by written notice to the other Party with thirty (30) days in advance.

WARRANTY, WAIVERS AND DISCLAIMERS

8.1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THE LOSS OF DATA OR DAMAGE TO GOODWILL. IT IS AGREED THAT NEITHER PARTY, NOR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, SHALL HAVE ANY LIABILITY BEFORE THE OTHER OR BEFORE ANY OF ITS REPRESENTATIVES, DERIVED FROM THE AUTHORIZED USE OF THE CONFIDENTIAL INFORMATION IN TERMS HEREOF.

MISCELLANEOUS

9.1 This Agreement (including any non-contractual obligation) shall be governed by and construed in accordance with the laws of Mexico, and specifically in terms of the Industrial Property Law. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts in Mexico City with regards to any lawsuit, action or any other proceeding filed by any of the Parties derived from or with regards to this Agreement.

9.2 All notices shall be made in writing and shall be addressed to the corresponding Party to its domicile informed to the other Party (or to any other domicile specified by said Party in accordance with this provision). All notices shall be delivered personally or shall be sent by a nationally recognized courier or by certified or registered mail, with acknowledgment of receipt, and shall be effective upon receipt.