SECTION 8 – CONFIDENTIALITY

8.1 The Parties shall not disclose, disseminate or use the Confidential Information, including but not limited to the trade secrets mentioned in the previous Section, to any third party except as required in connection with the Purpose.

8.2 Upon termination of this Agreement, each Party shall return all confidential information of the other Party (in whatever form) to such other Party and shall cease any and all use of such information.

8.3 Shall be exemptions to the confidentiality, if the receiving Party can prove by written evidence that the information:

a. was in the public domain at the time of disclosure;

b. becomes, by publication or otherwise, part of the public domain after disclosure, except by breach of its confidentiality obligations by the receiving Party;

c. was in its possession at the time of disclosure by or on behalf of the disclosing Party and was not acquired, directly or indirectly, from the disclosing Party or any of its Affiliates or from a third party in breach of its confidentiality obligations to the disclosing Party or any of its Affiliates;

d. was received from a third party, provided, however, that to the best of the receiving Party's knowledge such information was not obtained by such third party, directly or indirectly, from the disclosing Party or any of its Affiliates; or

e. was developed independently by the receiving Party with no reference to or reliance upon any part of the confidential information.

8.4 Notwithstanding the termination of this Agreement or any other provision of this Agreement to the contrary, the confidentiality obligations shall remain in full force and effect.