

3. Disgorgement of Monies. A breach of this Agreement shall render Vendor liable to Customer for any and all damages and injuries incurred as a result of the breach, and such breach shall obligate Vendor to account to Customer and turn over to Customer any and all monies, profits or other consideration or benefits (collectively "**Benefits**") that Vendor obtains from any and all sources relating to the disclosure or exploitation of Confidential Information, without prejudice to any other legal or equitable rights or remedies that Customer may have as a result of a violation of the terms hereof. Vendor hereby irrevocably directs any third party payors of Benefits to pay such Benefits directly to Customer; provided, however, that the foregoing shall not release any third party from liability for participating in or inducing a breach of this Agreement or violating any rights or preclude Customer from seeking any other remedy.

4. Return/Destruction of Confidential Information. If requested by Customer or any of its representatives at any time, and in any event, when the Vendor finishes providing services to Customer, Vendor agrees (i) to promptly deliver to Customer all Confidential Information or any material incorporating any Confidential Information in Vendor's possession or any representative's possession, and (ii) Vendor and his/her/its representatives will not retain any copies, extracts or other reproductions in whole or in part, mechanical or electronic, of any such material, and such delivery and/or destruction shall be confirmed to Customer in writing.

5. Non-Disparagement. Vendor agrees to refrain from any public or private statements (whether oral or in writing), action or conduct that would tend to disparage, denigrate, ridicule, impugn or could cause harm to Customer. Nothing in this provision or Agreement prevents Vendor from responding to compelled process of law or providing truthful information to any government or law enforcement entity or in connection with any legal or administrative proceeding in which Vendor is a witness or party.

6. Ownership of Intellectual Property. Vendor agrees and acknowledges that any and all intellectual property, information, results, data, products, designs, plans, schematics and derivatives that he/she/it makes, creates, discovers, develops, concludes, or first reduces to practice in the course of performing services for Customer, whether or not patentable, copyrightable or protectable as trade secrets, is the sole and exclusive property of Customer and Vendor retains no right, title, or interest therein or thereto (and to the extent that Vendor has any such right, title, or interest therein or thereto, Vendor hereby assigns all such property to Customer for the good and valuable consideration paid in connection with the services rendered for the benefit of Customer).

7. Compliance with Legal Process. If Vendor or a representative of Vendor becomes legally compelled to disclose any Confidential Information in connection with any legal or administrative proceeding or investigation, Vendor shall simultaneously and immediately notify Customer in writing of the existence, terms and circumstances surrounding such a request, so that Customer may seek a protective order or other appropriate remedy as necessary and Vendor shall cooperate with Customer to effect the remedy without additional charge.

8. Injunctive Relief; Binding Arbitration. Vendor agrees that Vendor's obligations to refrain from the actions specifically proscribed herein are of a special, unique and extraordinary character, and that Customer would be irreparably harmed by any breach of this Agreement in ways for which Customer cannot be adequately compensated by damages alone. For these reasons, Vendor agrees that in addition, and without prejudice, to all other rights and remedies provided at law or in equity available to Customer, Customer shall be entitled to temporary, preliminary and permanent injunctive relief (without the requirement to post any bond in respect thereof) in a court of law to prevent and restrain any breach or contemplated or threatened breach, in order to specifically enforce the provisions of this Agreement, without the necessity of posting a bond or other surety. Notwithstanding the arbitration provision, below, Customer shall be entitled to obtain such equitable or other provisional relief from any court as noted below in Section 11, in addition to a claim for damages in arbitration.