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Dark Vortex and you agree that the Receiving Party will not be in breach of this section by using or disclosing Confidential Information if the Receiving Party demonstrates that the information used or disclosed (a) is generally available to the public other than as a result of a disclosure by the Receiving Party or an employee, agent and representative of the Receiving Party; (b) was received by the Receiving Party from a third party without any limitations on use or disclosure; or (c) was independently developed by the Receiving Party without use of the Confidential Information.

Dark Vortex and you agree that upon the request of the Disclosing Party, the Receiving Party will (a) promptly return to the Disclosing Party all materials furnished by the Disclosing Party containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of the Receiving Party, and provide written certification that all such Confidential Information has been returned to the Disclosing Party, or (b) promptly destroy all materials furnished by the Disclosing Party containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of the Receiving Party, and provide written certification that all such Confidential Information has been destroyed by the Receiving Party.

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