CONFIDENTIALITY

* 1. Confidential Materials

. Supplier and Customer (the “Receiving Party”) shall keep confidential and shall not use, make available or disclose any information or material of the other party, its Affiliates, or its or their representatives or customers (the “Disclosing Party”) that is or has been (a) disclosed by the Disclosing Party under or in connection with this Agreement, whether orally, electronically, in writing, or otherwise, including copies, or (b) learned, acquired, or generated by the Receiving Party in connection with this Agreement, including the terms of this Agreement (collectively, “Confidential Material”) to any Person, or make or permit any use of such Confidential Material without the Disclosing Party’s prior written consent. Customer Data shall be deemed Confidential Material of Customer. Notwithstanding the foregoing, Confidential Material may be disclosed on an as needed basis to (x) Personnel of the Receiving Party as required for such Party to fulfill its obligations or enjoy the benefits provided under this Agreement, and (y) Customer’s Affiliatesand their Personnel as required in connection with the Services. The Receiving Party shall protect the Disclosing Party’s Confidential Material in the same manner it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall the Receiving Party exercise less than reasonable care in protecting such Confidential Material. Supplier and Customer shall take all reasonable steps to ensure that any such Confidential Material disclosed to any Person in accordance with this Article VII is treated as confidential by the Person to whom it is disclosed, and Supplier shall require (or have required) its Personnel to enter into a confidentiality agreement which imposes confidentiality obligations no less protective of Customer’s Confidential Material than those imposed upon under this Agreement.

* 1. Permitted Disclosures

. The provisions of this Article VII shall not apply to any Confidential Material which: (a) is or becomes commonly known within the public domain other than by fault of the Receiving Party or by breach of this Agreement or any other agreement that Customer has with any Party, (b) is obtained from a third Person who is lawfully authorized to disclose such information free from any obligation of confidentiality, or (c) is independently developed by the Receiving Party without reference to any Confidential Material.

* 1. Nondisclosure of Agreement

. Supplier agrees not to disclose the identity of Customer as a customer of Supplier or any other information about the relationship of the Parties or reference or otherwise use the name or logo of Customer or any of its Affiliates in any advertising, publicity or marketing (including brochures, press releases and other promotional materials) without Customer’s prior written consent in each instance and subject to Customer agreeing to the form, content and forum of any such disclosure. Notwithstanding anything to the contrary in this Article VII, Customer may disclose the existence and terms of this Agreement to third Persons in connection with a Corporate Action; provided that (a) any such third Person shall have entered into a confidentiality agreement with Customer requiring such terms to be protected as confidential and (b) Customer shall have no right under this Section 7.3 to disclose the terms of this Agreement to any Supplier Competitor without Supplier’s prior written consent.

* 1. Disclosure in Compliance With Law

. Nothing in this Article VII shall prevent the Receiving Party from disclosing the Disclosing Party’s Confidential Material where it is required to be disclosed by a Governmental Body’s process in connection with any action, suit, proceeding or claim, or otherwise by applicable Law; provided, however, that the Receiving Party shall, if legally permitted, give the Disclosing Party prior notice as soon as possible, of such required disclosure so as to enable the Disclosing Party to seek relief from such disclosure requirement or measures to protect the confidentiality of the disclosure. In the event that no protective order or other remedy is sought or obtained by the Disclosing Party, the Receiving Party shall disclose only that portion of Confidential Material which it is legally required to disclose, and shall use its reasonable efforts to ensure that all Confidential Material so disclosed will be accorded confidential treatment.

* 1. Unauthorized Disclosures

. The Receiving Party shall immediately inform the Disclosing Party in the event that it becomes aware of the possession, use, or knowledge of any of the Confidential Material by any Person not authorized to possess, use, or have knowledge of the Confidential Material and shall, at the request of the Disclosing Party, provide such reasonable assistance as is required by the Disclosing Party to mitigate any damage caused thereby.

* 1. Injunctive Relief

. Without prejudice to any other rights or remedies either Party may have, each such Party acknowledges that a Party may not have an adequate remedy at Law for any breach by the other Party or its Personnel of this Agreement, and that therefore such Party shall be entitled to seek equitable relief including injunctive relief. Each of Supplier and Customer agrees to provide reasonable assistance at its own expense or to join at the request of the other Party in any action against any of such Party’s Personnel where such other Party is seeking equitable relief, including injunctive relief, for any such breach.

* 1. Securities Laws

. Supplier acknowledges that it and its Personnel are aware that the Laws of various jurisdictions contain certain restrictions on trading in securities of a company by Persons possessing material non-public information about Customer and prohibit other improper use of the information. Such restrictions may make the improper use or disclosure of material non-public information illegal. Supplier agrees to implement a securities disclosure and monitoring system that is equivalent to the Customer’s then-current securities disclosure and monitoring system.

* 1. Storage of Customer Confidential Material

. Supplier shall prohibit its Personnel from storing any of Customer’s Confidential Material on laptops or any other portable storage device, unless such storage is required for the provision of the Services pursuant to this Agreement; provided that such information shall be encrypted both during transmission and at all times while stored on such laptops or portable devices.