



## Exhibit B – Confidentiality

1. "Confidential Information" means (including tangible, intangible, and oral and written)
  - (a) any technical, or business information, designs, inventions, manufacturing technique, process, experimental work, program, software or trade secret relating to products, systems, equipment, services, sales, partner lists, research or business of the Parties, their members or subsidiaries; (b) documents marked "Confidential"; and (c) documents, plans, prints, tapes, disks, and other material containing any of the foregoing.
2. The limitations on disclosure or use of Confidential Information shall not apply to, and the Parties shall not be liable for disclosure or use of Confidential Information if any of the following conditions exist: (a) if, prior to the receipt thereof from the other Party, it has been developed independently by the recipient party, or was lawfully known by the recipient Party; (b) if, subsequent to receipt thereof (i) it is made available to the general public, without restriction, or (ii) it has been lawfully obtained by the recipient Party from other sources, provided such source did not receive it due to a breach of an obligation of confidentiality to a third party or the parties; or (c) if it becomes generally known to the public other than pursuant to disclosure by either Party.
3. The Parties acknowledge that they may from time to time transfer Confidential Information to each other, and therefore agree to the following with respect to Confidential Information.
  - i. Not to make copies of any Confidential Information or any part without the permission of the other Party;
  - ii. Not to disclose any Confidential Information or any part to others for any purpose without written consent of the other Party;
  - iii. To limit dissemination of Confidential Information to the Party's employees who have a need to know and use Confidential Information for the purposes of such performance and who have been advised of and agree to the obligations and restrictions on persons receiving such information as set forth in this Agreement;
  - iv. To treat Confidential Information as strictly confidential and as trade secret information, by protecting such information in the manner and subject to the same protection as the Parties treat and protect their respective proprietary information of like importance but in any event using no less than reasonable care;
  - v. To disclose Confidential Information to third parties only with the prior written consent of the other Party;
  - vi. To return Confidential Information and any copies thereof to the respective Party within 14 (fourteen) days upon written request of the other Party;
  - vii. Not to use Confidential Information for any purpose other than to effect the business relationship between the disclosing Party and the receiving Party.



Notwithstanding the foregoing, the recipient may disclose Confidential Information to the extent that such disclosure is required by law or court order, provided, however, that the recipient provides to the disclosing party prior written notice of such disclosure and reasonable assistance in obtaining an order protecting the Confidential Information from public disclosure.

5. The Parties acknowledge and agree that the restrictions contained in this Agreement are necessary for the protection of the business and property of both Parties, and consider them to be reasonable for such purpose. The parties agree that any breach of this Agreement may cause the other Party substantial, irreparable and irrevocable damage and therefore, in the event of such breach, the Party damaged shall be entitled to specific performance and other injunctive relief, in addition to such other remedies as may be afforded by applicable law.