

restriction on disclosure. Is required to be disclosed by the disclosing party to comply with the applicable laws or government regulations.

4. If the receiving party becomes compelled to disclose the disclosing Party's Confidential Information to any governmental or regulatory authorities, or as required by law or court order, the receiving Party shall inform the disclosing Party, in writing, of such fact or obligation as soon as reasonably possible after it becomes aware of it and, if possible, before any Confidential Information is disclosed. The receiving Party, compelled to disclose shall ensure, insofar as it is able to procure the same, that any such disclosure will be limited to the minimum amount of Confidential Information required to satisfy that disclosure obligation. Each Party agrees to assist and cooperate in any appropriate action that the other Party may decide to take.

5. This agreement shall be in force for not more information than 3 years starting from the effective date. However, unless at least one of the exceptions outlined in section 3 below has occurred, the receiving party will continue to treat such Confidential Information as the confidential information of the disclosing party and only disclose any such confidential information to third parties under the terms of a non-disclosure agreement.

6. **Title:** Each party acknowledges and agrees that As between the parties, the confidential information is and shall remain the sole and exclusive property of the disclosing party, No patent, copyright, trademark, trade secret, or other proprietary right is licensed, granted, or otherwise transferred by this agreement or any disclosure hereunder except for the right to use such confidential information in accordance herewith; and Any confidential information is provided by the disclosing party wholly on an 'AS IS' basis and no warranties of any kind are given concerning any confidential information disclosed hereunder or any use thereof.

7. This Agreement supersedes any prior agreements, written or oral, negotiations, communications, understanding, and terms, whether expressed or implied regarding the confidential information, between the receiving party and the disclosing party relating to the Information. This Agreement may not be modified in whole or in part except by an agreement in writing signed by the receiving party and the disclosing party. Any other agreements between the parties, including non-disclosure agreements will not be affected by this agreement.

8. If any clause of this Agreement or part thereof is found by a court of law or jurisdiction to be unenforceable or void, the validity of any other clause or part thereof will not be affected.

9. Nothing in this Agreement may be deemed or construed as creating any license or rights in or concerning any invention, concept, discovery, trade secret, or information contained in the INFORMATION provided.

10. This agreement shall not prevent the disclosing party from making use of, or disseminating the Information, or from entering into any agreement with any other party in connection with the Information in any way the 'disclosing party' deems fit and without any obligations to the 'receiving party'.

11. The 'receiving party' shall make no use of the Information except for the purposes of evaluation recited herein, unless agreed to in writing by the 'disclosing party'. Upon payment of all outstanding fees, the informed party owns the application, images, and associated computer files. Such information may be digitally stored or in hard copy format at RECEPIENT'S facilities. If requested in writing, the 'receiving party' will provide all such materials to the disclosing party or his agent within 30 days of such request.

12. The failure of either party to enforce any right resulting from a breach of any provision of this agreement by the other party will not be deemed a waiver of any right relating to a subsequent breach of such provision or any other right here in under.

13. **Termination:** Neither party has any obligation to disclose Information to the other. Either party may terminate this agreement at any time without cause upon written notice to the other party; provided that each party's obligation concerning Information disclosed during the term of this