Proprietary and Confidential Information

All Proprietary Information disclosed under this Agreement is confidential and will not be disclosed to third parties without the other party’s prior written approval; however, this Agreement may be reviewed and reproduced by either party’s legal or financial advisors under conditions of confidentiality. “Proprietary Information” means all trade secrets or confidential or proprietary information designated as such in writing by O1 or Customer, by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed. Information which is orally or visually disclosed, or is disclosed in writing without a proprietary stamp or legend, will be Proprietary Information if: (i) the disclosing party so indicates at the time of disclosure; (ii) the disclosing party, within fifteen (15) days after such disclosure, delivers to the receiving party a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers to whom the disclosure was made; or (iii) a reasonable person should know such information would constitute Proprietary Information. Receiving party’s obligations don’t apply to Proprietary Information if: (a) receiving party lawfully had prior knowledge of the Proprietary Information without a confidentiality agreement; (b) publicly available or public knowledge or becomes publicly known through no wrongful act of receiving party; (c) lawfully received by receiving party from a third party not bound in a confidential relationship to disclosing party; (d) disclosed by disclosing party to a third party without confidentiality obligations similar to those herein; or (e) disclosure is necessary to comply with a law, order or ruling of a government agency or court.