**MASTER SALE AGREEMENT**

**Confidentiality**

From and after the Closing Date, for a period of three (3) years after the Closing Date, Seller agrees and agrees to cause the Selling Affiliate, to treat all confidential data, reports, records, processes, know-how and other information it has developed or has in its control or possession relating to the Business, whether or not marked as confidential or proprietary (the “Information”), as confidential and to not disclose, discuss or reveal such Information to a third party without the prior written consent of Purchaser, unless Seller or the Selling Affiliate are required by applicable Law or order of a Government Authority to disclose any such Information and Seller or Selling Affiliate have informed Purchaser of such requirement and given Purchaser a reasonable opportunity to contest such requirement or to seek a protective order or a stay of such disclosure order. Seller agrees to exercise all reasonable efforts to avoid the disclosure of such Information to any third party.

 The obligations in this Section 7.08 shall not apply to any portion of the Information:

**(a)** which is or becomes, through no act or failure on Seller’s or the Selling Affiliate’s part, published information known on a non-confidential basis; or

**(b)** which corresponds in substance to information hereafter furnished to Seller or the Selling Affiliate by others as a matter of right without restriction on disclosure; or

**(c)** which is independently developed by or on behalf of Seller or the Selling Affiliate, without knowledge of the Information.