

# Confidentiality Agreement



Confidentiality agreement between **M3 Corporate Finance** and  
.....

In consideration of releasing information about Project Wrap and related clients it is acknowledged that in the course of such communications **M3 Corporate Finance** will be imparting to ....., highly sensitive and confidential information as to the nature of its products and its modus operandi ('the Confidential Information')

Accordingly, ..... agrees that:

- 1 Subject to the clauses 2, 3, and 4, all information and advice, written or oral, of whatever nature, and all other Work made available by **M3 Corporate Finance** to ..... are for the sole use of ..... and shall not be disclosed or made available by..... to any third party without the prior written consent of **M3 Corporate Finance**. In addition ..... shall not directly approach the above named Project business or its sales agent without the approval of M3 Corporate Finance.
- 2 Clause 1 shall not apply to any information which is in or enters the public domain other than by breach of that Clause, is in the possession of the receiving party without restriction before the date of receipt from the other party, or is obtained from a third party who is lawfully authorised to disclose such information.
- 3 Nothing herein shall be construed so as to prevent either party from disclosing any information to its professional advisers or insurers, or to a third party in the proper performance of its rights and obligations under the Assignment provided that the disclosing party shall ensure that the person to whom such information is disclosed is informed of its confidential nature.
- 4 Nothing herein shall be construed so as to prevent ..... and its associated companies from using techniques, ideas, and other know-how gained during the performance of the Assignment in their businesses including the furtherance of work for other clients to the extent that such use does not result in a disclosure of confidential information in breach of this Confidentiality Agreement or an infringement of any Intellectual Property Right of **M3 Corporate Finance**.
- 5 The provision of this agreement shall be governed and construed in accordance with English Law and by your acceptance hereof you agree to submit to the exclusive jurisdiction of the English Courts.

Please record your agreement to the terms set out above by signing and returning this letter.

.....  
For and on behalf of .....

Date:

*Mark Crossfield*  
For and on Behalf of **M3 Corporate Finance LLP**

Date 08 September 2009