



To: Your name
Your company Name
Your Address

***** **CONFIDENTIALITY AGREEMENT** *****

1. Prior to receiving further information in respect of invention ZZZ as described by the microFunding website we hereby agree that any accounts, vouchers, documents, papers, information, know-how, property rights or other detail revealed or supplied to us in the course of negotiations, or howsoever otherwise relating to an enquiry regarding invention ZZZ, its financial or business arrangements and the provision of services (other than any such matters as are in the public domain) shall be treated by us as secret and confidential. The information will be used solely for the purpose of deciding whether to proceed with discussions or negotiations.

2. Neither we nor any associated company or business nor any of our respective partners, directors or other officers or employees as may be appropriate, nor our professional advisors, will at any time:

- (a) disclose to any third party information pertaining to invention ZZZ
- (b) disclose the existence of any negotiations relating to invention ZZZ
- (c) use the information otherwise than for the purpose of considering a financial or commercial agreement with any such opportunity
- (d) disclose or use any of the information contained in the information memorandum, accounts, brochures, or any other documentation which may be supplied to us in the course of the negotiations, otherwise than for the purpose of considering whether to proceed with discussions or negotiations relating to invention ZZZ

3. On request, we shall forthwith return to any such opportunities any accounts, Business Plan, brochures or any other information which may have been provided.

4. These provisions shall not apply to:

- (a) information which we can show to the reasonable satisfaction of microFunding Ltd was within our possession prior to its receipt hereunder;
- (b) information which we receive from a third party (other than a third party acting at the request of any and all such opportunities in connection with the matter) with good legal title thereto and without restrictions on disclosure or use.

5. This agreement is given by us in consideration for your providing the aforesaid information, and it is to be clearly understood that this shall constitute sufficient consideration for our being legally bound in respect of this undertaking, which you may enforce by way of a claim for an injunction for damages as appropriate against us should we breach this undertaking.

6. We further confirm that we know of no conflict of interest which exists with our reviewing and dealing with this matter.

<p>Signed</p> <p>Full Name</p> <p>Address</p> <p>Date</p>	<p>microFunding invention ZZZ</p>
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