**NON-CIRCUMVENTION AGREEMENT**

This Non-Circumvention Agreement (this "**Agreement**") is made effective as of [Insert Date] (the "**Effective Date**"), by and between:

[Insert Name of Disclosing Party] (the "**Disclosing Party**") of [Insert Address of Disclosing Party], and

[Insert Name of Information Recipient] (the "**Recipient**"), of [Insert Address of Information Recipient], hereafter called "the Parties."

WHEREAS, [Insert Name of Disclosing Party] has a business opportunity to share with [Insert Name of Information Recipient] and any and all other opportunities relating to or derived from such opportunity, and

WHEREAS, all parties have protective and actual relationships with clients and others which hold to be essential to the conduct and profitability of its enterprise, and

WHEREAS, all parties recognize that mutual benefit may be derived when one party is introduced to or becomes acquainted with a third party identified to it by the other party, and

WHEREAS, all parties recognize that any such identification or location or introduction is a trade secret and is the exclusive and sole property of the disclosing party,

WHEREAS, all parties desire to be bound legally as to the requirement for maintaining the privacy and security of the aforementioned relationships; and

WHEREAS, the Disclosing Party and Recipient have agreed to engage in a potential business opportunity which involves the following: [Insert Details of Business Opportunity]

Now, therefore, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, it is mutually agreed as follows:

**I. NON-CIRCUMVENTION**

**1. NON-CIRCUMVENTION (CONTACTS).**

During the term of this Agreement, the Recipient agrees not to contact, initiate contact, or attempt to do business with, at any time for any purpose, either directly or indirectly, any officers, directors, shareholders, consultants, attorneys, employees, agents or other affiliates of the business opportunity, or otherwise referred by the Disclosing Party to the Recipient for the purpose of circumventing, the result of which shall be to prevent the Disclosing Party from realizing a profit, fees, or otherwise, without the specific written approval of the Disclosing Party; such approval will be specifically granted in written form by the Disclosing Party on a case-by-case basis. If such circumvention shall occur, the Disclosing Party shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

**2. TERM OF AGREEMENT.**

The obligations of non-circumvention shall survive [Insert Length of Agreement]. Either party may terminate this Agreement at any time upon written notice to the other party. Termination shall not affect confidentiality obligations with respect to any confidential information or business contacts that were obtained prior to the effective date of termination.

**3. COMMISSION OR FEE AGREEMENTS.**

In case of breach of this Agreement, the Recipient will pay a monetary penalty that is equal to the commission or fee the Disclosing Party should have realized in such a transaction. The fee or commission agreement may vary surrounding each business transaction that takes place due to this agreement.

**II. CONFIDENTIAL INFORMATION**

**4. TRADE SECRETS.**

All information that is exchanged or becomes known through the course of the business transaction between the Disclosing Party and Recipient shall be deemed trade secrets. Trade secrets can include, but are not limited to, prepared information packages, financials, related documents, names of potential acquisitions, intermediaries, contacts and deal sources; deal structures, and financial considerations. [Insert Name of Information Recipient] and [Insert Name of Disclosing Party] agree to preserve and protect the confidentiality of such information and shall not disclose this information without written permission from the other.

**5. CONFIDENTIAL INFORMATION.**

[Insert Name of Disclosing Party] and [Insert Name of Information Recipient] will keep confidential the names and other personal information of any contracts introduced or disclosed to the other party, and that their corporations, partnerships, divisions, associates, firm, employees, contractors, agents, joint ventures, assigns, consultants, or designed will not contact, participate or negotiate in any transactions with any of the contacts without first signing a written agreement with the party who provided such contact unless that party gives prior written consent.

**6. UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION - INJUNCTION.**

If it appears that [Insert Name of Information Recipient] has disclosed (or has threatened to disclose) confidential information in violation of this Agreement, [Insert Name of Disclosing Party] shall be entitled to obtain an injunction to restrain [Insert Name of Information Recipient] from disclosing the confidential information in whole or in part. [Insert Name of Disclosing Party] shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**7. APPLICABILITY OF AGREEMENT.**

[Insert Name of Disclosing Party] and [Insert Name of Information Recipient] both agree that the provisions of this Agreement extend to the employees, officers, and representatives of their respective companies/businesses.

**8. RETURN OF CONFIDENTIAL INFORMATION.**

Upon the written request of [Insert Name of Disclosing Party], [Insert Name of Information Recipient] shall return all written materials containing confidential information. [Insert Name of Information Recipient] shall also deliver to [Insert Name of Disclosing Party] written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

**III. MISCELLANEOUS**

**9. RELATIONSHIP OF PARTIES.**

Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

**10. NO WARRANTY.**

The Recipient acknowledges and agrees that the confidential information is provided on an "AS IS" basis. THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Disclosing Party does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the confidential information shall be solely at the risk of the Recipient.

**11. ATTORNEY'S FEES.**

In any legal action between the Parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**12. ARBITRATION.**

In the event of any dispute, controversy, or claim related to or arising from the terms of this Agreement, the Parties hereto hereby agree that any such dispute, controversy, or claim shall be settled by arbitration in accordance with the Commercial Arbitration Rule of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Said arbitration shall be conducted in [Insert Location]. Such dispute resolution shall be in accordance with the applicable substantive laws of [Insert Location]. The prevailing party shall be entitled to all fees and costs arising, including, but not limited to, attorney's fees and costs.

**13. GENERAL PROVISIONS.**

This Agreement sets forth the entire understanding of the Parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the state of [Insert Location]. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times after the effective date of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement. All of the obligations contained in this agreement are mutual and reciprocal. This agreement shall be binding on the Parties, their subsidiaries, agents, brokers, divisions, associates, employees, heirs, affiliated companies, assigns, or designees.

**14. FORCE MAJEURE.**

If the performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party reasonably timely written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**15. SIGNATORIES.**

This Agreement shall be executed by [Insert Name of Disclosing Party Signer], on behalf of [Insert Name of Disclosing Party] and [Insert Name of Receiving Party Signer], on behalf of [Insert Name of Information Recipient] and delivered in the manner prescribed by law as of the date first written above.

**DISCLOSING PARTY:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
[Insert Name of Disclosing Party Signer]

**RECIPIENT:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
[Insert Name of Information Recipient]  
[Insert Name of Receiving Party Signer]