

NON-CIRCUMVENTION AGREEMENT

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This Non-Circumvention Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[DISCLOSING PARTY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [DISCLOSING PARTY ADDRESS] (the "**Introducing Party**"); and

[RECEIVING PARTY LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [RECEIVING PARTY ADDRESS] (the "**Receiving Party**").

The Introducing Party and the Receiving Party are each a "**Party**" and together the "**Parties**."

Recitals. The Introducing Party has developed, and intends to share with the Receiving Party, certain business relationships, contacts, sources, customers, suppliers, financing channels, and opportunities (collectively, the "**Protected Relationships**") for the purpose of evaluating or pursuing a potential transaction or collaboration described as [DESCRIPTION OF TRANSACTION OR PURPOSE] (the "**Purpose**"). The Receiving Party wishes to receive access to the Protected Relationships, and the Introducing Party is willing to provide that access, only on the condition that the Receiving Party will not bypass, compete with, or circumvent the Introducing Party. In consideration of the mutual promises below, the Parties agree as follows.

1. Purpose and Scope

1.1 Purpose. The Introducing Party will introduce the Receiving Party to one or more Protected Relationships so the Parties can evaluate and, if both agree, pursue the Purpose. This Agreement governs how the Receiving Party may use those introductions and the relationships that result from them.

1.2 No obligation to introduce or transact. Nothing in this Agreement obligates the Introducing Party to make any particular introduction, or either Party to enter into any further agreement. Any actual transaction will be governed by a separate signed agreement.

1.3 Coverage of affiliates. The obligations of the Receiving Party in this Agreement extend to its **Affiliates**, meaning any entity that controls, is controlled by, or is under common control with the Receiving Party, and to its officers, directors, employees, agents, and representatives, and the Receiving Party is responsible for their compliance.

2. Protected Relationships and Confidential Information

2.1 Protected Relationships. "**Protected Relationships**" means the identity, contact details, terms, and existence of any individual or entity that the Introducing Party introduces to the Receiving Party, or that the Receiving Party first learns of through the Introducing Party, in connection with the Purpose, including customers, prospects, suppliers, manufacturers, lenders, investors, brokers, agents, and intermediaries.

2.2 Confidential Information. "Confidential Information" means non-public information disclosed by the Introducing Party in connection with the Purpose, including the identity of Protected Relationships, pricing, sources, methods, business plans, and the existence and terms of any discussions, whether or not marked confidential.

2.3 Pre-existing relationships. This Agreement does not restrict the Receiving Party with respect to any relationship the Receiving Party can demonstrate, by written records predating the introduction, it already had on its own before the Introducing Party's introduction. The Receiving Party bears the burden of proving a claimed pre-existing relationship.

3. Non-Circumvention Covenant

3.1 Core covenant. During the Term and for the Restricted Period, the Receiving Party will not, directly or indirectly, and will not permit its Affiliates to: (a) contact, solicit, transact with, or attempt to transact with any Protected Relationship for the Purpose or any substantially similar purpose without the Introducing Party's prior written consent; (b) bypass, avoid, or circumvent the Introducing Party so as to deprive it of the fees, commissions, profit, or benefit it would otherwise receive; or (c) interfere with the relationship between the Introducing Party and any Protected Relationship.

3.2 No use to compete. The Receiving Party will not use the Confidential Information or any Protected Relationship to compete with the Introducing Party or to pursue the same opportunity on its own or with a third party in a way that excludes the Introducing Party.

3.3 Disclosure to third parties. The Receiving Party will not disclose any Protected Relationship or Confidential Information to a third party except to those of its representatives who need it for the Purpose and who are bound by obligations at least as protective as those in this Agreement.

4. Restricted Period

4.1 Restricted Period. The "Restricted Period" means the period beginning on the Effective Date and continuing for [NUMBER, e.g. 24] months after the later of (a) the date of the last introduction made under this Agreement, or (b) the date this Agreement terminates.

4.2 Reasonableness; reform. The Parties intend the Restricted Period and the scope of the covenants to be reasonable and no broader than necessary to protect the Introducing Party's legitimate interests. If a court finds any restriction unreasonable in duration, geographic scope, or subject matter, the Parties intend the court to enforce it to the maximum extent permitted by applicable law and to reform it accordingly, to the extent reformation is permitted in the governing jurisdiction.

5. Compensation on Circumvention

5.1 Earned fee. If the Receiving Party or its Affiliate enters into any transaction with a Protected Relationship in breach of Section 3, the Introducing Party is entitled to the fee, commission, or share it would have earned had the transaction been completed through the Introducing Party, calculated as [DESCRIBE FEE BASIS, e.g. X% of the gross transaction value], in addition to any other remedy available at law or in equity.

5.2 Accounting. On the Introducing Party's written request, the Receiving Party will provide a reasonable accounting of any transaction the Introducing Party reasonably believes was entered into in breach of this Agreement, limited to information necessary to determine the amount owed under Section 5.1.

6. Confidentiality Obligations

6.1 Protection. The Receiving Party will protect Confidential Information using at least the same degree of care it uses for its own confidential information of like importance, and no less than reasonable care, and will use it only for the Purpose.

6.2 Exclusions. Confidentiality obligations do not apply to information that (a) is or becomes public through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party without restriction before disclosure; (c) is rightfully obtained from a third party without restriction; or (d) is independently developed without use of the Confidential Information.

6.3 Compelled disclosure. The Receiving Party may disclose Confidential Information to the extent required by law or court order, provided it gives the Introducing Party prompt written notice where legally permitted and reasonable cooperation to seek protective treatment.

6.4 Return or destruction. On the Introducing Party's written request or on termination, the Receiving Party will return or destroy Confidential Information in its possession, except for copies retained in routine backups or as required by law, which remain subject to this Agreement.

7. Term and Termination

7.1 Term. This Agreement begins on the Effective Date and continues until terminated under Section 7.2; provided that the non-circumvention covenant in Section 3 and the compensation obligation in Section 5 survive for the full Restricted Period regardless of termination.

7.2 Termination. Either Party may terminate this Agreement for convenience on [NUMBER, e.g. 30] days' prior written notice. Termination does not relieve the Receiving Party of obligations that accrued before, or that by their nature survive, termination.

7.3 Survival. Sections 3, 4, 5, 6, 8, and 9, and any others that by their nature should survive, survive termination of this Agreement.

8. Remedies

8.1 Injunctive relief. The Receiving Party acknowledges that a breach of Sections 3 or 6 may cause the Introducing Party irreparable harm for which money damages are inadequate. The Introducing Party may seek injunctive relief to prevent or stop a breach, in addition to any other remedy, without the necessity of posting a bond except as required by applicable law.

8.2 Cumulative remedies. All remedies are cumulative and not exclusive. The Introducing Party's election of one remedy does not waive any other.

8.3 Costs. The prevailing Party in any action to enforce this Agreement is entitled to recover its reasonable attorneys' fees and costs to the extent permitted by applicable law.

9. General Provisions

9.1 Independent parties. The Parties are independent. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between them.

9.2 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.3 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

INTRODUCING PARTY

RECEIVING PARTY

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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