

NON CIRCUMVENTION AGREEMENT

Parties: _____

Disclosing Party:

Full Legal Name: _____

Address: _____

Contact Information: _____

Receiving Party:

Full Legal Name: _____

Address: _____

Contact Information: _____

1. Purpose

The Disclosing Party possesses certain confidential and proprietary business information related to business opportunities, contacts, clients, vendors, or other valuable data (the "Confidential Information"). The Receiving Party desires to receive such Confidential Information for the sole purpose of evaluating or pursuing a potential business relationship or transaction between the parties.

2. Non-Circumvention

The Receiving Party agrees it shall not, directly or indirectly, circumvent, avoid, bypass, or obviate the Disclosing Party's interests by engaging with any third party introduced by the Disclosing Party without the express prior written consent of the Disclosing Party. This includes but is not limited to entering into agreements, contracts, or transactions that would deprive the Disclosing Party of commissions, fees, or other benefits to which the Disclosing Party is entitled.

3. Confidentiality

The Receiving Party shall keep all Confidential Information strictly confidential and shall not disclose it to any third party without the prior written consent of the Disclosing Party, except as required by law or court order. The Receiving Party shall use the Confidential Information solely for the purpose set forth in this Agreement.

4. Term

This Agreement shall commence upon execution by both parties and shall continue in full force and effect for a period of five (5) years, unless earlier terminated in writing by mutual agreement.

5. Remedies

The Receiving Party acknowledges that any breach of this Agreement will cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, and any other remedies available at law or in equity to prevent or remedy any breach or threatened breach of this Agreement.

6. Independent Contractors

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Neither party shall have the authority to bind or obligate the other party in any manner without prior written consent.

7. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

9. Amendments

No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by both parties.

10. Severability

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11. Waiver

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.

12. Assignment

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

13. No Warranty

The Disclosing Party makes no representations or warranties as to the accuracy or completeness of the Confidential Information and shall have no liability to the Receiving Party relating thereto.

14. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed effectively given upon personal delivery, confirmed electronic transmission, or three (3) days after deposit in the United States mail, postage prepaid, addressed to the parties at their respective addresses set forth above or such other address as either party may specify in writing.

15. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic or PDF means shall be deemed original signatures and binding.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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