# Non-Circumvention and Non-Disclosure Agreement

The First Party and the Second Party will share confidential information with each other and agree to protect it on these terms.

## First Party

LEGAL NAME

EMAIL

PHONE

ADDRESS

## Second Party

LEGAL NAME

EMAIL

PHONE

ADDRESS

## Purpose and term

The parties will introduce business contacts (buyers, sellers, investors, suppliers) to each other.

PURPOSE (DESCRIBE THE PROJECT OR DISCUSSIONS)

AGREEMENT TERM

CONFIDENTIALITY LASTS AFTER TERM

CONTACTS OR DEAL BEING INTRODUCED

## Obligations

- Confidential information means non-public information disclosed by each party in any form, including business, technical, financial and personal data, whether or not marked confidential.
- Use. The receiving party uses confidential information only for the purpose above and protects it with at least reasonable care.
- Sharing. The receiving party shares it only with its employees and advisers who need to know and are

bound by similar duties.

- Exclusions. Information that is public without breach, already known lawfully, independently developed or received from a third party without restriction is not covered.
- Required disclosure. If law or a court requires disclosure, the receiving party gives prompt notice (where allowed) and discloses only what is required.
- Return. On request or at the end of the term, confidential information is returned or deleted, except copies kept by law or in routine backups, which stay confidential.
- No licence. No right to any IP is granted, and information is shared "as is".
- Remedies. Damages may not be enough for a breach, so the disclosing party may seek an injunction in addition to other remedies.
- Non-circumvention. Neither party deals directly with a contact introduced by the other, bypassing them, without written consent.
- Compensation. If a party circumvents, it pays the other the commission or fee it would have earned.
- Introductions register. Introductions are confirmed by email to count under this agreement.

Initials

## General terms

- Governing law. This document is governed by the laws of India.
- Entire agreement. This document is the whole agreement between the parties on its subject and replaces earlier discussions.
- Amendments. Changes are valid only in writing signed by both parties.
- Severability. If a clause is unenforceable, the rest of the document still applies.
- Notices. Notices may be sent to the email addresses given above and take effect on delivery.
- Electronic signatures. The parties agree to sign electronically; electronic signatures and records are valid under the Information Technology Act, 2000.

**First Party**

SIGNATURE

PRINTED NAME

DATE

**Second Party**

SIGNATURE

PRINTED NAME

DATE