**NONCIRCUMVENTION AGREEMENT**

This Noncircumvention Agreement (the “Agreement”) is made as of the date of execution on the signature page below by and between [COMPANY], (the “Company”), and [CLIENT] (the “Client”), with each having a place of business at the address indicated on the signature page below. Both the Company and the Client may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Company has a number of relationships with third-party service providers of value (each, a “Service Provider”) to the Client;

WHEREAS, the Company has agreed to make certain introductions to the Client for which the Client intends to compensate the Company pursuant to this Agreement for the duration of the relationship between the Client and the Service Provider; and

WHEREAS, the Company would not be willing to make such valuable introductions to the Client without this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties agree as follows:

1. **REFERRALS.**
   1. *Of Service Providers.* The Company shall refer Service Providers to the Client via email. The Client shall not have any obligation to do business with any Service Provider simply by virtue of an introduction being made.
   2. *Acceptance of Referral.* In the event the Client conducts any business with any Service Provider (i.e., makes any payment to the Service Provider for services) referred to the Client, the Client shall notify the Company of such acceptance at the outset of the engagement of the relationship between the Client and such Service Provider.
2. **NONCIRCUMVENTION.**
   1. *Generally*. It is expressly agreed that the introduction of any Service referred to the Client per Section 1 are valuable consideration being provided to the Client. As such, the Client shall not: (i) directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such Service Provider outside the terms of this Agreement; or (ii) seek to bypass the Company by engaging with such Service Provider outside of the terms of this Agreement.
   2. *Payment to Company*. The Client covenants that any underpayment of Royalties shall incur interest at the rate of ten percent (10%) per annum, or the highest interest rate allowable under the law of the applicable jurisdiction.
3. **TERM; TERMINATION.** This Agreement shall remain in effect from the date of execution until either Party sends written notice to the other Party of its intent to terminate the Agreement.
4. **FEES.**
   1. *Royalty.* The Client shall pay to the Company a rate of five percent (5%) of any and all payments made to any Service Provider referred to the Client by the Company pursuant to Section 1 (the “Royalty”).
   2. *Statements.* Within the first ten (10) days of each calendar month, the Client shall remit to the Company (i) payment of the Royalty and (ii) a line-item statement detailing the amounts paid to each Service Provider.
   3. *Effect of Termination.* For one (1) year after termination for any reason, the Client shall continue to make payment of the Royalty to the Company.
5. **AUDIT RIGHTS.** 
   1. *Records.* The Client shall establish and maintain a reasonable accounting system that enables the Company to readily identify information to the extent that it is necessary to determine the Royalty (the “Records”).
   2. *Right to Review.* For the duration of this Agreement and for three (3) years thereafter, the Company and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all Records with seven (7) days’ written notice to the Client.
   3. *Cost of Audit.* Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will generally be borne by the Company unless the Company determines that the Client has underpaid the Royalty in excess of three percent (3%) of that which was owed to the Company. Such underpayment, costs, and interest in accordance with Section 2 shall be remitted to the Company within fifteen (15) days of written notice of such underpayment.
6. **SEVERABILITY.** If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.
7. **GOVERNING LAW; VENUE***.* This Agreement shall be construed with and governed by the substantive laws of the State of [STATE]. Should any claim or controversy arise between the Parties under the terms of this Note or in furtherance of this Agreement, such claim or controversy shall be resolved only in the state or federal courts located in [COUNTY, STATE].
8. **ATTORNEY’S FEES***.* The prevailing party in any action arising out of this Agreement shall be entitled to recover reasonable attorney’s fees as part of any judgment.
9. **NOTICES***.* All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or by email, addressed as set forth below or as communicated by either Party after the execution of this Agreement:

Client

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

Company

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

IN WITNESS WHEREOF, the Parties have executed this Agreement in accordance with the dates as indicated below.

**[COMPANY]:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip

**CLIENT:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip