

**DISCLAIMER: This agreement may not be suitable for your circumstances and we recommend you seek legal advice before using it. Jonathan Lea Limited does not take any responsibility for any events that arise as a result of your use of this document.**

**1. NON CIRCUMVENTION**

- 1.1 At any time prior to the expiration of three years from the date of this agreement, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, suppliers, customers, financial sources, manufacturers and consultants) discussed and made available by the Disclosing Party in respect of the Purpose and any related business opportunity shall constitute Confidential Information and the Recipient or any Group company or associated entity or individual shall not (without the prior written consent of, or having entered into a commission agreement with, the Disclosing Party):
- (a) directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by the Disclosing Party; or
  - (b) seek to by-pass, compete, avoid or circumvent the Disclosing Party from any business opportunity that relates to the Purpose by utilising any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.
- 1.2 The Recipient covenants that any financial gain made by it, or any associated party, from a breach of clause 6.1 shall be held on trust for the benefit of the Disclosing Party and then be transferred to a nominated account of the Disclosing Party, until which time such outstanding amount shall incur interest at the rate of 4% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and the Recipient shall pay the interest together with the overdue amount.
- 1.3 Clause 6.2 does not effect the Disclosing Party's ability to also sue for damages should the covenants in clause 6.1 be violated in any way.