# Non-Circumvention Agreement

This contract is made between…

{**Your Company**}

{**Your Address**}

*Referred to as contract manager*

and

*Referred to as supplier*

Product:

**Purpose**

This agreement is made for the purpose of arranging suitable buyers for the supplier’s products. The contract manager will use his company’s buyer database, network database or other sources to achieve this purpose.

**Background**

Supplier is a trading company/manufacturer dealing in the commodity or product named above.

The Contract Manager is a global consulting firm established to provide procurement-consulting services to international buyers worldwide.

Supplier wishes to do business with buyers that reside in the contract manager’s database or buyers who have other types of connection with the contract manager.

**Terms**

This Non-Circumvention Agreement will commence from the date of signature on this agreement and will remain in effect forever or until reviewed.

Both parties may initiate a review of this agreement at any time and both parties must agree to any outcome for it to come into effect.

**Compensation**

The Contract Manager will introduce buyers (specifically for supplier’s products) to the supplier. For this service, supplier agrees to compensate the contract manager according to the following consulting fee…

A fee will be paid for every **metric ton** sold to the buyer for the product noted above. This will include sales from repeat orders or further orders placed by the buyer with the supplier. The contract manager fee will remain applicable as long as the buyer continues buying the above product from the supplier.

If the same buyer (or orders through intermediaries) buys other products from the supplier, the standard fee for that product has to be negotiated prior to the sale. If the fee is not negotiated prior to the sale, a standard fee of 30% will apply to the net invoice price. The net invoice price is the FOB price charged by the supplier, excluding insurance, discounts, value added tax, import duties and delivery costs.

The fee to be paid will be noted via skype or email communication and will serve as the agreed amount payable to the contract manager.

**Fee Payment**

The supplier will make payment via Telegraphic Transfer to the contract manager’s bank account within three business days after receiving each payment from the buyer. The contract manager shall provide the supplier with the bank details necessary for the transfer.

**Non-Circumvention and Disclosure**

The supplier agrees not to circumvent the relationship between the contract manager and the buyer, or the fee agreed in this contract. This includes all fees due at any time in the future.

The supplier and the contract manager, both agree that they shall not disclose or reveal any confidential information to a third party. This includes contract terms, confidential product information, proprietary manufacturing processes, confidential product pricing, commission rates, contact details or finance arrangements.

**Termination**

Either party can terminate this contract by giving 90 days written notice. On termination, payment will be made in respect of orders finalized before the termination date. After this date, the supplier cannot supply the buyer or the buyer’s associated companies in any way, shape or form unless payment is made (at the rate stated above) for all supplies.

**Acceptance of this Agreement**

We agree to all of the above terms and conditions stated in this contract between the supplier and the contract manager.

**Contract Manager**

Title: Contract Manager

Company: {**Your Company**}

Address: {**Your Address**}

Signature: {**Insert Your Signature Here**}

Name: {**Your Name**}

**Bank Details For Payment**

{**Insert Your Bank Details Here**}

Beneficiary Address:

{**Insert** **Your Address**}

**Supplier**

Title:

Company:

Address:

Signature:

Name:

Date: