

## MUTUAL NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

Date:

Between:

**(1) CARENZA COMMERCIAL INVESTMENTS LIMITED**; Company No: 16713615; Registered Office: The Site, 24 Chosen View Road, Cheltenham, Gloucestershire, GL51 9LT (“Party A”)

and

(2) -----

Party A and Party B are together referred to as “the Parties” and individually as a “Party”.

### 1. Purpose

The Parties intend to exchange confidential information relating to **UK property sourcing, negotiations, investment opportunities and potential transactions** (the “Purpose”). The Party receiving Confidential Information is the “Recipient”.

### 2. Definitions

#### 2.1 Confidential Information

Confidential Information includes all information disclosed by either Party relating to:

- Property addresses
- Vendor details
- Developer details
- Agent details
- Deal analysis
- Financial information
- Professional contacts
- Investor details
- Any documents, emails, reports, or communications shared for the Purpose

#### 2.2 Confidential Information excludes information that:

- Becomes public through no breach of this Agreement
- Was already lawfully known to the Recipient
- Is independently developed without reference to the Confidential Information
- Must be disclosed by law or regulation

#### 2.3 Provided Source

“Provided Source” means **any investor, buyer, seller, developer, agent, broker, professional or company whose details are introduced in writing by one Party to the other.**

### 3. Confidentiality Obligations

#### Each Party agrees to:

- Keep all Confidential Information strictly confidential
- Use it solely for the Purpose
- Not disclose it to any third party without prior written consent of the Disclosing Party
- Store information securely
- Notify the Disclosing Party immediately of any unauthorised disclosure
- Return or destroy Confidential Information upon request

### 4. Non-Circumvention

#### 4.1

Neither Party shall contact, negotiate with, or attempt to bypass the other Party in relation to any **Provided Source** or any party introduced by the other Party.

#### 4.2

No Party shall engage in direct or indirect communication with any Provided Source without the prior **written consent** of the introducing Party.

#### 4.3

Indirect circumvention includes contact made through: subsidiaries, partners, affiliates, employees, contractors, agents, or third parties acting on behalf of either Party.

#### 4.4

If a transaction occurs with a Provided Source introduced by the other Party, the introducing Party shall retain its full entitlement to any agreed commission or fee under a separate written agreement.

*(This avoids the dangerous “fees become immediately due” clause.)*

#### 4.5 Duration

This non-circumvention clause remains in force for **five (5) years** from the date of this Agreement.

### 5. Term

Confidentiality obligations remain in force for **five (5) years** from the date of this Agreement.

### 6. Governing Law

This Agreement is governed by the laws of **England and Wales**.

### 7. Notices

All notices must be sent by email to the Parties' official business email addresses.

### 8. Consequences of Breach

8.1 If either Party breaches any confidentiality or non-circumvention obligation under this Agreement, the non-breaching Party may require the breaching Party to immediately cease all prohibited activity, including any direct or indirect contact with a Provided Source.

8.2 The non-breaching Party shall be entitled to seek **injunctive relief** (a court order requiring the breaching Party to stop the breach) in addition to any other remedies available under the laws of England and Wales.

8.3 If a transaction is completed with a Provided Source introduced by the non-breaching Party, the non-breaching Party shall retain its full entitlement to any **agreed commission or fee** under a separate written agreement.

8.4 The breaching Party shall be liable only for **actual, evidenced financial loss** directly arising from the breach. No penalties, punitive damages, or automatic fees shall apply.

## 9. Termination

9.1 Either Party may terminate this Agreement **at any time and for any reason** by giving written notice to the other Party.

### 9.2 Termination shall not affect:

- Any confidentiality obligations relating to information disclosed before termination
- Any non-circumvention obligations relating to Provided Sources introduced before termination
- Any rights to commission or fees arising from introductions made before termination

9.3 Upon termination, each Party shall, upon request, return or securely destroy all Confidential Information received from the other Party.

## 10. Signatures

Signed for and on behalf of **CARENZA COMMERCIAL INVESTMENTS LIMITED**

Signature: \_\_\_\_\_

Name: CARENZA, Luigi Brian

Position: Director

Date: \_\_\_\_\_

Signed for and on behalf of -----

Signature: \_\_\_\_\_

Name: -----

Position: Director

Date: \_\_\_\_\_