Mutual Confidentiality and Non Circumvention Agreement

Banks Instruments Limited | Hong Kong | Draft Template - Not for Execution

Regulatory capacity: any regulated activity described in this template must be performed only under the verified licence or exemption [INSERT], or by the named licensed third-party provider [INSERT]. Any security amount is contractual transaction security under definitive documents and is not a bank deposit or customer deposit with Banks Instruments Limited.

Parties and purpose

This agreement is entered into on [DATE] between Banks Instruments Limited, and [COUNTERPARTY]. The parties wish to exchange confidential information to evaluate and, if agreed, complete [TRANSACTION OR BUSINESS PURPOSE].

Confidential information

Confidential information includes nonpublic business, financial, technical, personal, banking and transaction information disclosed in any form, together with identities and contact details of introduced banks, providers, investors, borrowers, clients, brokers, counsel, trustees and other counterparties.

Confidential information does not include information that the receiving party can demonstrate was lawfully known without restriction, becomes public without breach, is received lawfully from an unrestricted third party, or is independently developed without use of the disclosed information.

Use and protection

The receiving party shall use confidential information only for the stated purpose, apply safeguards at least as protective as those used for its own sensitive information, and disclose it only to personnel and professional advisers who need to know and are bound by comparable duties. No party shall publish, market, reproduce or exploit transaction materials outside the stated purpose.

Required disclosure

A party may disclose information when required by law, court order, regulator, bank compliance process or professional obligation. Where legally permitted, it shall give prompt notice and

reasonably cooperate to limit the disclosure. A disclosure required by law does not permit any wider voluntary use.

Non circumvention

For twenty four months after an introduction, neither party shall knowingly bypass the introducing party to complete a substantially similar transaction directly with an introduced contact in a manner intended to avoid an agreed fee or role. The restriction does not apply to a relationship documented before the introduction, a contact independently sourced without use of confidential information, or a transaction that the introducing party declines in writing.

This provision does not compel any introduced party to transact and does not restrict lawful competition beyond the specific contacts and opportunity disclosed for the stated purpose.

No representations or commitment

Information is provided for evaluation and may be incomplete or subject to verification. Neither party makes a warranty regarding it except as stated in a definitive agreement. This agreement does not create a partnership, agency, financing commitment, exclusivity obligation or obligation to complete a transaction.

Return and retention

On written request, the receiving party shall return or securely destroy confidential information, except for copies required by law, compliance policy, insurer or professional record rules. Retained copies remain confidential.

Remedies and liability

The parties acknowledge that misuse of confidential information or deliberate circumvention may cause harm not adequately remedied by damages. A party may seek injunctive or other equitable relief in addition to available contractual remedies. No penalty or commission is payable unless its amount and conditions are stated in a separate executed agreement.

Term and governing law

Confidentiality obligations continue for three years after the last disclosure, and trade secret obligations continue while the information remains legally protected as a trade secret. The non circumvention period is twenty four months as stated above.

This agreement is governed by Hong Kong law. Disputes shall be resolved by [CONFIRMED HONG KONG FORUM].

Banks Instruments Limited: [NAME TITLE SIGNATURE DATE]

Counterparty: [NAME TITLE SIGNATURE DATE]