

## Exclusivity Agreement (Pre-Contract)

## Commercial Transactions

Notes:

- (1) This is a *stand-alone* preliminary and optional confidentiality agreement covering a period of time during which the parties intend to “lockout” third party competitors.
- (2) These provisions can instead be used as those also included in the template for the Exclusivity Contract (see the Exclusivity Contract) for Commercial Transactions in this subfolder as part of the same agreement. Please also see the Guidance Note [here](#) about use of such provisions.
- (3) The template overleaf can be used to document a “Proposed Transaction” i.e. a “Proposed Transaction” which would follow discussions during which the parties intend to “lockout” third party competitors.
- (4) The Proposed Transaction should be described in Clause 7 below in sufficient detail to identify the general scope of the Proposed Transaction.
- (5) The Proposed Transaction could be for a one off or ongoing transaction such as the appointment of a sales agent, the purchase of equipment or premises, for the development of software or website development, the lease of property, or for the sale of goods.
- (6) This template includes provisions which are not also included in the template for the Exclusivity Contract for Commercial Transactions which is a stand-alone document.
- (7) These Notes do not form part of the agreement overleaf.

This is a *stand-alone* preliminary and optional confidentiality agreement covering a period of time during which the parties intend to “lockout” third party competitors.

These provisions can instead be used as those also included in the template for the Exclusivity Contract (see the Exclusivity Contract) for Commercial Transactions in this subfolder as part of the same agreement. Please also see the Guidance Note [here](#) about use of such provisions.

The template overleaf can be used to document a “Proposed Transaction” i.e. a “Proposed Transaction” which would follow discussions during which the parties intend to “lockout” third party competitors.

The Proposed Transaction should be described in Clause 7 below in sufficient detail to identify the general scope of the Proposed Transaction.

The Proposed Transaction could be for a one off or ongoing transaction such as the appointment of a distributor of goods, the purchase of equipment or premises, for construction works, for hiring of a facility, for outsourcing facilities, for the sale of goods, the lease of property, or for the sale of goods.

This template includes provisions which are not also included in the template for the Exclusivity Contract (see the Exclusivity Contract) for Commercial Transactions which is a stand-alone document.

These Notes do not form part of the agreement overleaf.

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**THIS EXCLUSIVITY AGREEMENT  
BETWEEN:**

<<Name of Party 1>> [a company  
Registration Number>> whose r

<<Name of Party 2>> [a company  
Registration Number>> whose r

1. In consideration of each  
Party after the above d  
time [and incurring costs  
negotiations, each Party

1.1 if, at the above d  
ensure that such

1.2 it will not within th

1.2.1 encourage

1.2.2 enter into  
legally bin

1.2.3 make ava  
might ente  
publicly av

1.3 it will notify the o  
any third party i  
previous Third Pa

2. The Parties will not have

2.1 conduct or contin  
Proposed Transa

2.2 agree or enter in  
other in relation to

2.3 agree or enter int  
other in relation to

3. Either Party may at any  
incurring liability to the o  
the Parties in relation to

4. [Each Party:

4.1 undertakes not to  
negotiations with t  
for review of inform

4.2 undertakes to the  
Confidential Inform

4.2.1 to those c  
for the pu

the day of

and under number <<Company  
[of <<insert Address>>] and

and under number <<Company  
[of <<insert Address>>]

her negotiations with the other  
osed Transaction and spending  
n in connection with such further  
Party that:

Third Party Negotiations, it will  
are immediately terminated;

ctly or indirectly:

Party Negotiations;

understanding (whether or not  
rd Party Negotiations; or

out itself to a third party which  
ations (unless the information is

f, during the Exclusivity Period,  
to engage in or resume any

o any of the following:

ch each other in relation to the

er further agreement with each  
on; or

ction, or arrangement with each

notice to the other, and without  
n terminate discussions between

Information except for further  
g the Proposed Transaction and  
such further negotiations;

not disclose to any person any  
disclose it:

need to know such information  
1 above; and

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4.2.2 as may be  
to any gov

court of competent jurisdiction or  
authority.

4.3 intends in good fa  
the other Party  
circumstances ha  
any such informa

it supplies or makes available to  
plete, but it shall not in any  
accuracies or incompleteness in

4.4 undertakes that  
Confidential Infor  
other Party, it will  
made of the same

Party requests it to return any  
on or materials provided by that  
will also destroy any copies it has

5. Each Party will ensure th  
Exclusivity Agreement.

mply with its undertakings in this

6. This Exclusivity Agreeme

ly binding as a contract.

7. The following expressio  
Exclusivity Agreement:

eanings for the purpose of this

7.1 ["Confidential In  
confidential infor  
customers, clients

relation to each Party, any  
cerning the business, affairs,  
r Party;]

7.2 "Exclusivity Period  
days, 56 days etc

period of <<insert period, e.g. 28  
Exclusivity Agreement;

7.3 "Party" means eit

7.4 "Proposed Trans  
commercial tran  
documented by a  
supersede this do

t description of the proposed  
nts to be subsequently fully  
y binding agreement which will

7.5 "Third Party Neg  
third party with a  
to or likely to be in

sions or negotiations with any  
ments with that third party similar  
with the Proposed Transaction.

SIGNED for and on behalf of Pa  
<<Name and Title of person sign

\_\_\_\_\_  
Authorised Signature

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

SIGNED for and on behalf of Pa  
<<Name and Title of person sign

\_\_\_\_\_  
Authorised Signature

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

A

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