

Short-Form Non-Circumvention & Non-Disclosure Agreement (NC/NDA)

This Agreement is made on [Date] between:

1. **[Broker A Name / Company]**, having its registered office at [Address] (“Introducing Broker”); and
2. **[Broker B Name / Company]**, having its registered office at [Address] (“Receiving Broker”).

Collectively referred to as the **Parties**.

1. Purpose

The Parties wish to cooperate in the potential sale and purchase of vessels and/or chartering opportunities (the “Transactions”). This Agreement sets out terms to protect introductions, confidentiality, and commission entitlements.

2. Non-Circumvention

- The Receiving Broker agrees not to contact, negotiate, or conclude any Transaction directly with any buyer, seller, owner, charterer, or counterparty introduced by the Introducing Broker, without the Introducing Broker’s involvement.
 - This clause remains valid for **24 months** from the date of introduction.
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3. Confidentiality

- All information shared, including but not limited to vessel details, financial data, principals’ identities, and negotiation terms, shall be kept strictly confidential.
 - Disclosure is permitted only to principals directly involved in the Transaction and only under equivalent confidentiality undertakings.
 - This obligation survives for **3 years** after the Agreement expires or terminates.
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4. Brokerage Commission Sharing

- Commission shall be shared equally (**50/50 split**) between the Parties unless otherwise agreed in writing.

- Commission is payable upon successful delivery/closing and receipt from the principals.
 - The Parties shall cooperate to enforce commission collection if unpaid by the principals.
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5. Term & Duration

- This Agreement is effective from the date first written above.
 - It applies to all introductions made during its validity and remains enforceable for **24 months** after termination.
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6. Governing Law & Dispute Resolution

- This Agreement shall be governed by and construed in accordance with **English Law**.
 - Any dispute shall be referred to **London Arbitration** under the LMAA Rules, with one arbitrator appointed by each party and a third by the two so appointed.
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7. General Provisions

- This Agreement does not create a partnership or joint venture.
 - Any amendments must be in writing and signed by both Parties.
 - Electronic copies and signatures shall be considered legally binding.
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Signed for and on behalf of:

Introducing Broker: _____

Name: _____

Date: _____

Receiving Broker: _____

Name: _____

Date: _____

Note: This short-form NC/NDA is designed for fast execution between brokers before releasing vessel particulars or buyer mandates. For complex transactions, a longer-form agreement may be used.