37 Dimensions LLC

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MASTER CONFIDENTIALITY, NON-CIRCUMVENTION, INTRODUCED RELATIONSHIP, AND VENDOR CONDUCT AGREEMENT

Final 37D master template for call centers, contractors, suppliers, vendors, referral partners, sales partners, lenders, and service providers.

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MASTER CONFIDENTIALITY, NON-CIRCUMVENTION, INTRODUCED RELATIONSHIP, AND VENDOR CONDUCT AGREEMENT

This Agreement is entered into as of _____, 20____ (the "Effective Date") by and between 37 Dimensions LLC, a Florida Limited Liability Company formed in the State of Florida on October 13, 2025, with its business address, principal office address, and mailing address at 7901 4th St N, STE 300, St. Petersburg, FL 33702, website https://37-dimensions.com, acting through Amit Kapoor, Managing Member and Authorized Signatory ("37D" or "Company"), and the counterparty identified in the signature block below ("Counterparty").

37D COMPANY INFORMATION AND SIGNING AUTHORITY

Field	37D Details
Legal Company Name	37 Dimensions LLC
Entity Type	Florida Limited Liability Company
State of Formation	Florida
Formation Date	October 13, 2025
Website	https://37-dimensions.com
Business Address	7901 4th St N, STE 300 St. Petersburg, FL 33702
Principal Office Address	7901 4th St N, STE 300 St. Petersburg, FL 33702
Mailing Address	7901 4th St N, STE 300 St. Petersburg, FL 33702
Authorized Signatory / Principal	Amit Kapoor
Title	Managing Member
Alternative Title for Forms	Member / Managing Member / Authorized Signatory
Authority	Authorized to sign on behalf of 37 Dimensions LLC as Managing Member.

Purpose

The Parties may discuss, evaluate, negotiate, refer, introduce, perform, support, sell, supply, finance, or otherwise pursue business opportunities involving clients, prospects, call centers, contractors, suppliers, vendors, lenders, funders, telecom providers, sales partners, referral partners, technology providers, and other commercial relationships. This Agreement is intended to protect confidential information, business contacts, introductions, client relationships, supplier relationships, referral sources, compensation rights, data, systems, reputation, and 37D's ability to enforce its rights if a dispute occurs.

1. Definitions

Business Purpose: any discussion, evaluation, negotiation, referral, introduction, pilot, project, services arrangement, vendor relationship, supplier relationship, sales relationship, funding relationship, telecom relationship, technology relationship, consulting relationship, or other opportunity involving the Parties.

Company Relationship: any client, prospect, vendor, supplier, lender, funder, referral source, lead source, contractor, call center, telecom provider, technology provider, business partner, employee or contractor candidate, opportunity source, or other commercial relationship owned, sourced, developed, introduced, managed, cultivated, maintained, or disclosed by 37D.

Introduced Relationship: any specific client, prospect, vendor, supplier, lender, funder, referral source, partner, campaign, project, transaction, opportunity, or commercial relationship that one Party introduces, identifies, discloses, refers, presents, discusses, shares, forwards, includes in a meeting, or otherwise brings to the attention of the other Party for the Business Purpose.

Proprietary Information: all non-public, confidential, sensitive, proprietary, strategic, commercial, technical, financial, operational, business, customer, vendor, supplier, funding, telecom, call center, security, relationship, or contact information disclosed by or on behalf of a Disclosing Party, whether oral, written, electronic, visual, or through system access.

Representatives: a Party's owners, members, officers, directors, employees, contractors, subcontractors, consultants, advisors, agents, auditors, attorneys, accountants, affiliates, financing sources, and other representatives with a legitimate need to know and confidentiality duties.

Trade Secrets: information that derives actual or potential economic value from not being generally known or readily ascertainable and is subject to reasonable efforts to maintain secrecy, including customer lists, vendor lists, lead sources, pricing methods, referral sources, business processes, systems, software, data, and strategies.

2. Confidentiality Obligations

1. Recipient shall hold all Proprietary Information of the Disclosing Party in strict confidence and shall use it solely for the Business Purpose.
2. Recipient shall not disclose, publish, share, sell, transfer, distribute, upload, post, scrape, mine, train artificial intelligence models on, or otherwise make available any Proprietary Information except as permitted by this Agreement.
3. Recipient shall restrict access to Representatives who have a legitimate need to know and are bound by confidentiality obligations at least as protective as this Agreement.
4. Recipient shall protect Proprietary Information using at least the same degree of care it uses for its own confidential information of similar importance, but never less than a commercially reasonable degree of care.
5. Recipient shall not use Proprietary Information to compete with, bypass, undercut, replace, solicit, divert, interfere with, or disadvantage the Disclosing Party.
6. Each Party is responsible for breaches by its Representatives.

3. Ownership of Information and Relationships

7. All Proprietary Information remains the sole property of the Disclosing Party.
8. No disclosure grants any license, assignment, ownership interest, exclusivity right, agency right, franchise right, intellectual property right, or other right except the limited right to use the information for the Business Purpose.
9. All Company Relationships disclosed, identified, introduced, or discussed by 37D remain the property and relationship of 37D.
10. Counterparty acknowledges that 37D's relationships, contacts, introductions, lead sources, vendor sources, lender sources, supplier sources, telecom sources, business development channels, campaign opportunities, and client opportunities are valuable business assets of 37D.

4. Non-Circumvention and Introduced Relationship Protection

11. Counterparty shall not directly or indirectly circumvent, bypass, avoid, exclude, undercut, interfere with, replace, or attempt to avoid 37D with respect to any Company Relationship or Introduced Relationship.
12. Unless 37D gives prior written consent, Counterparty shall not directly or indirectly contact, solicit, market to, sell to, buy from, contract with, invoice, perform services for, accept work from, receive compensation from, refer to another party, introduce to another party, negotiate with, or otherwise conduct business with any Company Relationship or Introduced Relationship outside the specific scope authorized by 37D.
13. This restriction applies whether the contact or opportunity is initiated by Counterparty, the Introduced Relationship, the Company Relationship, a third party, an affiliate, a subcontractor, or any other person.
14. Counterparty shall not structure, discount, defer, bundle, reclassify, offset, redirect, assign, subcontract, route through an affiliate or related entity, or otherwise arrange any transaction for the purpose or effect of avoiding, reducing, delaying, or hiding compensation owed to 37D.
15. This restriction applies to original opportunities and to all related, follow-on, replacement, renewal, expansion, amendment, affiliate, departmental, divisional, geographic, substantially similar, or derivative opportunities connected to the Company Relationship or Introduced Relationship.
16. Counterparty shall not cross-sell, upsell, market, pitch, offer, or provide unrelated products or services to any Company Relationship or Introduced Relationship without 37D's prior written consent.
17. Counterparty shall not introduce any Company Relationship or Introduced Relationship to Counterparty's affiliates, subcontractors, vendors, suppliers, partners, lenders, funders, consultants, or other third parties without 37D's prior written consent.
18. Counterparty shall not use any Company Relationship, Introduced Relationship, client name, project name, campaign name, logo, relationship, opportunity, or resulting work as a reference, testimonial, case study, marketing item, public announcement, credential, or sales tool without prior written consent from 37D and, where applicable, the relevant client.
19. Nothing in this Agreement restricts 37D from communicating with, contracting with, servicing, receiving compensation from, introducing vendors to, advising, supporting, representing, or otherwise doing business with any Company Relationship or any relationship 37D introduced to Counterparty.

20. If 37D introduces Counterparty to Rogers, Shaw, Rogers/Shaw, Rogers Communications, any telecom company, carrier, enterprise client, lender, funder, supplier, vendor, call center opportunity, business owner, advertiser, or other relationship, such introduction shall not restrict 37D's right to work with that party or related affiliates, departments, representatives, agencies, vendors, subsidiaries, business units, or related entities at any time.

5. Existing and Independent Relationship Exceptions

This Agreement does not restrict a relationship that Counterparty can clearly demonstrate through written records existed before disclosure or introduction by 37D, or was independently developed without use of 37D's Proprietary Information, introductions, influence, strategy, materials, relationship context, or access. Public availability of a company name, website, executive, address, phone number, industry, or general contact information does not permit Counterparty to use 37D's relationship context, strategy, opportunity details, pricing, or introduction.

6. Referral Fees, Commissions, and Commercial Compensation

21. Any referral fee, commission, revenue share, margin, advisory fee, consulting fee, success fee, sourcing fee, introduction fee, override, or other compensation payable to 37D shall be confirmed in a separate written agreement, email confirmation, Schedule B, statement of work, or other written communication.
22. Once compensation is agreed in writing, the obligation to pay survives termination and applies to renewals, expansions, amendments, replacements, follow-on work, affiliate work, departmental work, substantially similar work, and related opportunities unless otherwise agreed in writing.
23. If compensation is variable, Counterparty shall provide monthly written reporting sufficient to verify amounts owed and maintain accurate books and records relating to all revenue, invoices, collections, contracts, renewals, expansions, amendments, payments, credits, offsets, and related transactions.
24. Upon reasonable notice, 37D may request supporting documentation to verify compensation owed. If an underpayment of more than five percent (5%) is found, Counterparty shall pay the underpaid amount and reimburse reasonable audit and collection costs.
25. Unless otherwise agreed in writing, amounts owed to 37D shall be paid within ten (10) business days after Counterparty receives payment from the applicable client, customer, vendor, supplier, lender, funder, or other revenue source.

7. Data Security, Privacy, and System Access

26. Counterparty shall maintain commercially reasonable administrative, technical, and physical safeguards to protect Proprietary Information, Company Relationships, client data, lead data, call data, recordings, reports, credentials, systems, and business information.
27. Counterparty shall limit access to authorized personnel with a legitimate need to know and shall not share passwords, credentials, tokens, logins, or access links.
28. Counterparty shall not download, export, copy, transfer, store, upload, or process 37D information or client information outside approved systems without prior written consent.
29. Counterparty shall not store or transmit Proprietary Information through personal email accounts, personal cloud storage, unapproved messaging applications, unsecured USB drives, public file-sharing links, or other unapproved channels.
30. Counterparty shall notify 37D promptly and in no event later than forty-eight (48) hours after discovering any actual or suspected unauthorized access, disclosure, loss, theft, misuse, breach, compromise, or security incident involving Proprietary Information, Company Relationships, client data, systems, or credentials.
31. Counterparty shall comply with all applicable privacy, data protection, consumer protection, telemarketing, call recording, anti-spam, financial, lending, credit, telecom, and communications laws applicable to its activities.

8. Call Center, Contractor, Supplier, Sales Partner, and Vendor Conduct

32. Counterparty shall perform only the work expressly authorized in writing by 37D or the applicable client.
33. Counterparty shall use only approved scripts, call flows, statements, representations, offers, pricing, disclosures, and campaign instructions.
34. Counterparty shall not make unauthorized promises, claims, guarantees, commitments, warranties, pricing statements, refund statements, approval statements, funding statements, employment statements, telecom statements, or contractual statements.
35. Counterparty shall not misrepresent its identity, relationship to 37D, relationship to a client, authority, location, role, product, service, campaign, pricing, approval status, or affiliation.

36. Counterparty has no authority to bind 37D or any Company Relationship unless expressly authorized in writing.
37. Counterparty shall maintain commercially reasonable quality standards, training, supervision, monitoring, reporting, and quality assurance procedures appropriate to the work performed.
38. Where legally permitted and authorized, Counterparty shall maintain call recordings, call logs, QA reports, training records, performance reports, escalation records, and complaint records as reasonably required by 37D or the applicable client.
39. Counterparty shall not subcontract, outsource, assign, delegate, offshore, or transfer any work involving 37D, a Company Relationship, Proprietary Information, client data, customer interaction, or campaign activity without 37D's prior written consent.
40. 37D may immediately suspend introductions, access, data sharing, client access, campaign participation, or work authorization if 37D reasonably believes there is a confidentiality issue, security risk, compliance concern, quality issue, unauthorized communication, client complaint, circumvention risk, payment issue, reputational risk, or breach.

9. Non-Solicitation of Personnel

During the term of this Agreement and for twelve (12) months thereafter, Counterparty shall not knowingly solicit for employment or engagement any employee, contractor, consultant, agent, or representative of 37D with whom Counterparty had material contact through the Business Purpose. This does not apply to general advertisements or candidates who independently apply without targeted solicitation.

10. Exceptions to Confidentiality

Confidentiality obligations do not apply to information Recipient can demonstrate through written records: (a) was publicly known through no breach; (b) becomes publicly known through no fault of Recipient; (c) was lawfully known before disclosure without confidentiality obligations; (d) was lawfully received from a third party without confidentiality obligations; (e) was independently developed without use of or reference to Proprietary Information; or (f) is required to be disclosed by law, court order, subpoena, regulatory authority, or legal process, provided Recipient gives prompt written notice to the extent legally permitted and cooperates in limiting disclosure or seeking confidential treatment.

11. Indemnification

Counterparty shall indemnify, defend, and hold harmless 37D, its affiliates, owners, officers, directors, employees, contractors, representatives, clients, introduced relationships, and related parties from and against claims, demands, damages, losses, liabilities, penalties, fines, complaints, investigations, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to: breach of this Agreement; unauthorized use or disclosure of Proprietary Information; circumvention; unauthorized contact with a Company Relationship or Introduced Relationship; failure to pay agreed compensation; data breach or security incident; violation of law; unauthorized scripts or representations; call center, supplier, contractor, or personnel misconduct; poor-quality, negligent, reckless, fraudulent, misleading, or unauthorized work; subcontractor or affiliate acts or omissions; or conduct that harms 37D's reputation or relationships.

12. Limitation of 37D Responsibility

Unless expressly agreed in a separate written services agreement, 37D acts only as an introducer, relationship facilitator, referral source, business development party, strategic advisor, or coordinator. 37D is not responsible for Counterparty's acts, omissions, staffing, service quality, security, compliance, representations, deliverables, pricing, approvals, performance, call center conduct, vendor conduct, contractor conduct, customer interactions, or failure to perform.

13. Term and Survival

This Agreement begins on the Effective Date and continues until terminated by either Party upon written notice. Termination does not affect obligations arising before termination. Confidentiality obligations for ordinary Proprietary Information survive for five (5) years from the later of the last disclosure, last discussion, last transaction, or termination. Trade Secret obligations survive for so long as the information remains a Trade Secret under applicable law. Non-circumvention, compensation, reporting, audit, indemnity, ownership, return/destruction, and remedies survive according to their terms.

14. Remedies, Attorneys' Fees, and Enforcement

The Parties acknowledge that breach may cause irreparable harm for which monetary damages may be inadequate. 37D may seek temporary, preliminary, and permanent injunctive relief, specific performance, equitable relief, damages, attorneys' fees, costs, and all other remedies available at law or in equity. The prevailing Party in any action or collection

effort may recover reasonable attorneys' fees, expert fees, court costs, arbitration costs, investigation costs, collection costs, and related expenses.

15. Independent Contractor; No Partnership; No Exclusivity

Nothing in this Agreement creates a partnership, joint venture, franchise, fiduciary relationship, employment relationship, exclusive relationship, agency relationship, or obligation to proceed with any transaction. Neither Party may bind the other without prior written authorization. Unless otherwise agreed in writing, 37D remains free to work with other call centers, contractors, suppliers, lenders, vendors, technology providers, sales partners, consultants, and business partners.

16. Assignment

Counterparty may not assign, transfer, delegate, or subcontract this Agreement or any rights or obligations under it without 37D's prior written consent. 37D may assign this Agreement to an affiliate, successor, related entity, purchaser, or acquirer in connection with a merger, acquisition, restructuring, asset sale, business transfer, or internal reorganization.

17. Governing Law and Forum

This Agreement shall be governed by the laws of the State of Florida, without regard to conflict-of-law principles, unless the Parties agree otherwise in writing. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Florida for disputes arising out of or relating to this Agreement, unless 37D elects to seek injunctive or equitable relief in any jurisdiction where Counterparty, Proprietary Information, Company Relationships, Introduced Relationships, assets, systems, or relevant conduct may be located.

18. Notices

Notices to 37D shall be sent to: 37 Dimensions LLC, Attention: Amit Kapoor, Managing Member, 7901 4th St N, STE 300, St. Petersburg, FL 33702. Website: https://37-dimensions.com. Email for formal notice: legal@37-dimensions.com unless a notice email is separately confirmed in writing. Notices to Counterparty shall be sent to the name, email, and address listed in the Counterparty signature block or onboarding file.

19. General Provisions

This Agreement constitutes the entire agreement between the Parties regarding confidentiality, non-disclosure, non-circumvention, introduced relationships, vendor conduct, and related protections, and supersedes prior and contemporaneous understandings on those subjects. Amendments must be in writing and signed by both Parties, except that email confirmation may confirm introductions, protected relationships, compensation terms, schedules, or opportunity-specific terms. No waiver is effective unless written. If any provision is unenforceable, the remaining provisions remain enforceable and the invalid provision shall be modified to preserve the original intent as closely as possible. Electronic signatures and counterparts are valid.

20. Signature Blocks

Legal Name:	37 Dimensions LLC
Entity Type:	Florida Limited Liability Company
State / Formation Date:	Florida / October 13, 2025
Business Address:	7901 4th St N, STE 300 St. Petersburg, FL 33702
Website:	https://37-dimensions.com
Signer Name:	Amit Kapoor
Title:	Managing Member / Authorized Signatory
Authority:	Authorized to sign on behalf of 37 Dimensions LLC as Managing Member.
Signature:	_____
Date:	_____

The individual signing above represents and warrants that he or she has authority to bind the company identified above.

Legal Name:	_____
Signer Name:	_____
Title:	_____
Signature:	_____
Date:	_____
Email:	_____

The individual signing above represents and warrants that he or she has authority to bind the company identified above.

SCHEDULE A — PROTECTED RELATIONSHIPS / INTRODUCED RELATIONSHIPS

Use this schedule before sharing any client, prospect, vendor, supplier, lender, funder, call center, contractor, telecom relationship, campaign, project, or opportunity.

Protected Relationship / Company / Contact _____

Introduced By _____

Introduced To _____

Date of Introduction _____

Opportunity / Purpose _____

Allowed Scope of Contact _____

Restrictions _____

Related Departments / Affiliates Covered _____

Compensation Reference _____

Notes _____

Default restriction: no direct contact, contracting, invoicing, accepting work, cross-selling, affiliate introductions, subcontracting, or follow-on work outside the approved scope without 37D's prior written consent.

SCHEDULE B — REFERRAL FEE / COMMISSION / COMPENSATION TERMS

Introduced Relationship / Client / Opportunity _____

Fee Type _____

Amount / Percentage _____

Calculation Basis _____

Payment Trigger _____

Payment Timing _____

Duration _____

Renewals / Expansions Included _____

Reporting Required _____

Audit Rights _____

Special Terms _____

Unless changed in writing, payment is due within ten (10) business days after Counterparty receives payment related to the introduced opportunity.

SCHEDULE C — SALES PARTNER / RESELLER ADDENDUM

Use this when a person or company will sell, refer, resell, promote, market, or introduce 37D products or services.

41. Sales Partner is an independent contractor and has no authority to bind 37D, change pricing, offer refunds, make guarantees, approve credit, modify terms, or sign agreements unless authorized in writing.
42. All customers, leads, prospects, accounts, vendors, suppliers, and business opportunities introduced by or through 37D remain 37D relationships.
43. Commission is earned only after 37D receives cleared payment and after any refund, chargeback, cancellation, dispute, or clawback period has passed, unless otherwise agreed.
44. Sales Partner may not use 37D's name, logo, websites, domains, email addresses, social media, ads, or materials without prior written approval.
45. Sales Partner must comply with applicable law and must not make false, misleading, exaggerated, unauthorized, or deceptive claims.
46. Upon termination, Sales Partner must stop representing 37D, stop using 37D materials, return or delete confidential information, and stop contacting 37D customers except as authorized.

SCHEDULE D — CALL CENTER / CONTRACTOR / SUPPLIER / VENDOR CONDUCT ADDENDUM

Use this when Counterparty will perform client-facing work, call center work, vendor work, supplier work, technical work, data handling, or services that could affect 37D's clients or reputation.

47. No work may begin without written approval of scope, scripts, call flows, campaign instructions, reporting requirements, escalation procedures, and quality standards.
48. Counterparty must follow all approved scripts, procedures, compliance requirements, privacy rules, call recording rules, telemarketing rules, anti-spam rules, consumer protection rules, and data protection requirements.
49. Counterparty shall not make unauthorized promises, pricing statements, guarantees, approvals, refund statements, funding claims, telecom claims, or commitments.
50. Counterparty must maintain training, supervision, QA, call records, complaint escalation, reporting, and performance records as reasonably required.
51. Counterparty must immediately notify 37D of complaints, client issues, security issues, data issues, compliance issues, quality failures, legal threats, or reputational risks.
52. No subcontracting, outsourcing, offshore delegation, affiliate involvement, or third-party access is permitted without 37D's prior written consent.
53. 37D may suspend access, data sharing, introductions, or work authorization immediately if risk is identified.