



NON-DISCLOSURE AGREEMENT INITIAL CONSULTATION

This agreement is made and entered into as of _____, 2023 which is the effective date of this agreement, by and between the disclosing party _____ and the recipient, Merrell Strategy Inc., (*MStrat*) collectively referred to as, the *Parties*.

The purpose of this agreement is to provide a free flow of information between the disclosing party and *MStrat*, without fear that any confidential information could be compromised or revealed publicly, during the initial consultation phase. In-the-event that a representation agreement is undertaken, a full agreement detailing the types of disclosures (media relations, forensic investigations, work with legal counsel, etc.) will be undertaken.

The *Parties* hereby agree as follows:

1. For purposes of this Agreement, "Confidential Information" shall mean any and all non-public information disclosed to *MStrat*.

2. All Confidential Information disclosed to *MStrat* will be used solely for the purpose of initial case discussion, eligibility, and initial strategic communications, and for no other purpose whatsoever.

MStrat agrees to keep the Disclosing Party's Confidential Information confidential and to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care.

Any and all Confidential Information provided to *MStrat* by the Disclosing Party will be returned to the Disclosing party or destroyed, at the request of the Disclosing Party.



3. All rights to the Confidential Information shall remain with Disclosing Party. Nothing in this Agreement is intended to grant any rights to *MStrat*.

4. The obligations and limitations set forth herein regarding Confidential Information shall not apply to information which is now or has ever been at any time: a) in the public domain, or b) rightfully received from a third party, without any obligation of confidentiality.

5. In the event that *MStrat* is in breach of this Agreement, the Disclosing Party shall be entitled to all legal and equitable remedies afforded it by law, and in addition may recover all reasonable costs and attorneys' fees incurred in seeking such remedies.

If the Confidential Information is sought by any third party, including by way of subpoena or other court process, the *MStrat* shall inform the Disclosing Party of the request in sufficient time to permit the Disclosing Party to object to and, if necessary, seek court intervention to prevent the disclosure.

6. The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of the State of New York. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party

Merrell Strategy Inc. Representative

By _____
Print Name: _____ Date

By _____
Print Name _____ Date

Email address:

Phone:

Return signed NDA to: ClientRelations@MerrellStrategy.com