

MUTUAL NON-DISCLOSURE AGREEMENT

Dyer International Management and Consulting, LLC

25 First Ave. SW STE A, Watertown, SD 57201

This is a standard template for informational purposes. Have a qualified attorney review any legal contract before signing.

1. PARTIES & PURPOSE (WHO ARE WE AND WHY ARE WE SIGNING THIS?)

This Mutual NDA is between Dyer International Management and Consulting, LLC (DIMC) and the Talent / Prospect named in this application. The Parties intend to discuss a potential business relationship, representation, or collaboration (the **Authorized Purpose**), which may require sharing Confidential Information.

In plain terms, this agreement ensures that as we explore working together—whether mapping out public relations strategies, securing gig bookings, or planning long-term asset management—both you and DIMC can speak openly and honestly. It creates a legally binding "safe space" where any sensitive career or business information shared is strictly protected.

2. CONFIDENTIAL INFORMATION (WHAT IS CONSIDERED A SECRET?)

Confidential Information includes non-public information disclosed verbally, in writing, or electronically. This means any private details we discuss about your career or our operations, whether over a phone call, in an email, or face-to-face. Specifically, this covers:

- **Business and brand strategies, financial data, and rate cards.** This includes the proprietary standardized rate calculators DIMC uses to price brand sponsorships, as well as the intake procedures we use to onboard models, actors, music artists, athletes, and influencers.
- **Unreleased creative materials.** This includes rough drafts of scripts, private audition tapes, unreleased music tracks, or unpublished photo assets.
- **Personal and private information.**
- **Details of past, present, or pending bookings and negotiations.**

3. EXCLUSIONS (WHAT IS NOT COVERED BY THIS AGREEMENT?)

Not everything we discuss is bound by secrecy. Confidential Information does not include information that:

- Is public through no fault of the Receiving Party (e.g., information you have already posted publicly on social media).
- Was already rightfully possessed by the receiving party before this agreement.
- Was independently developed without use of the Disclosing Party's information.
- Was rightfully obtained from a third party without restriction.

4. OBLIGATIONS (WHAT ARE YOUR RESPONSIBILITIES?)

Trust is the foundation of professional representation. To maintain that trust, the Receiving Party legally agrees to the following:

- You will hold Confidential Information in strict confidence.
- You will not disclose it except as expressly authorized.
- You will use it **only** for the Authorized Purpose (e.g., you cannot use our strategies to start a competing firm, and we cannot use your unreleased music without permission).
- You will not copy it without prior written consent.

5. TERM (HOW LONG DOES THIS AGREEMENT LAST?)

6. NO GUARANTEE OF REPRESENTATION

Nothing herein obligates further agreements or guarantees representation. Signing this document simply allows us to safely evaluate whether we are a good fit to work together; it does not legally bind you to become a client of DIMC, nor does it obligate DIMC to sign you.

7. RETURN OF MATERIALS

If we decide not to move forward together, your information remains yours. Upon written request, all shared materials and documents must be returned or securely destroyed.

8. GOVERNING LAW

This agreement is governed by the laws of the State of South Dakota. If any dispute arises regarding this document, it will be handled according to South Dakota legal standards.

9. DISPUTE RESOLUTION (BINDING ARBITRATION & COURT WAIVER)

All claims, disputes, or controversies arising out of or relating to this agreement shall be resolved exclusively by binding arbitration administered in the State of South Dakota. **By signing this agreement, both parties expressly waive their right to a trial by jury and their right to pursue or participate in a class-action lawsuit or public court proceeding.**

10. EXCEPTION FOR INJUNCTIVE RELIEF

While general disputes are subject to arbitration, both parties acknowledge that the unauthorized leak of Confidential Information can cause immediate, irreparable reputational and financial harm that money alone cannot fix. Therefore, either party retains the legal right to bypass arbitration and immediately seek injunctive relief (such as an emergency restraining order) from a court of competent jurisdiction to stop an ongoing or threatened breach of secrecy.

11. LEGALLY COMPELLED DISCLOSURE (THE SUBPOENA CLAUSE)

If the Receiving Party is ever legally forced by a court order, subpoena, or government agency to hand over the Confidential Information, doing so will not be considered a breach of this contract. However, the Receiving Party must promptly notify the Disclosing Party in writing before turning anything over, giving the Disclosing Party a chance to legally challenge the subpoena or request a protective order.

12. INTELLECTUAL PROPERTY & NO LICENSE GRANTED

Sharing secrets does not mean sharing ownership. The disclosure of unreleased creative materials, business strategies, or private financial data under this agreement does not grant the Receiving Party any legal license, copyright, or right to use the Disclosing Party's intellectual property for their own benefit outside of the Authorized Purpose.

13. SEVERABILITY AND ENTIRE AGREEMENT

If a judge or arbitrator determines that one specific line or clause in this agreement is legally unenforceable, the rest of the document will remain fully active and legally binding. This written document represents the complete understanding between the parties regarding confidentiality, overriding any past verbal promises or handshake agreements.

ACKNOWLEDGMENT / SIGNATURE

By signing below, both parties acknowledge that they have read and understood the terms of this Mutual Non-Disclosure Agreement and agree to protect each other's confidential information as outlined above.

Talent / Client Name (Printed)

For Manager: Dyer International Management and Consulting, LLC

Talent / Client Signature

By: Darius Dyer (Signature)

Date

Date