

*This is the standard confidentiality agreement offered by Macabama Group LLC for private-sector (B2B) and non-public engagements. Clients may review and, if desired, execute this Agreement electronically at any time via e-signature solutions (DocuSign or similar). Simply drop us a brief message, and we'll send you the link. **Execution is voluntary and not required** for initial discussions or non-sensitive engagements. Once signed by both Parties, it becomes legally binding.*

MACABAMA GROUP - NON-DISCLOSURE AGREEMENT

Version 1.3 | Version Date: Nov. 10, 2025

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of _____
(the "Effective Date") by and between:

Macabama Group LLC,

a New Mexico limited liability company with its principal place of business at
5203 Juan Tabo Blvd NE, Suite 2B, Albuquerque, NM 87111, USA ("Macabama"),

and

_____,
a [legal form, e.g. corporation / LLC / individual] _____ with its principal place of business at
_____ ("Client"),

(each a "Party" and collectively the "Parties").

RECITALS

The Parties intend to engage in discussions and a potential business relationship whereby Macabama will provide flexible B2B services, including but not limited to management and political consulting (Macabama Consulting™), interim executive placement (Interim Exec™), project and event management (Project M™), dedicated press assistance and ethical PR (Dedicated Press Assistance™), marketing and content creation (Macabama Media™), or audio branding (Diamond Roses Records™), to or on behalf of the Client. **In the course of these discussions and the performance of services, each Party may disclose certain Confidential Information (as defined below) to the other Party.**

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, in writing, electronically, or by inspection, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

Without limitation, Confidential Information includes:

- (i.) for the Client: all information relating to its business, financial, personal, political or investment affairs, objectives, strategies, customer lists, marketing plans, project details, political affiliations, family or private circumstances, offshore or corporate structures, identities, and any other information concerning the Client or its representatives;
- (ii.) for Macabama: internal business processes, pricing methodologies (except when explicitly quoted to the Client), business and network structure, identities and personal details of its owners, managers, employees, contractors, and partners, internal communications, operational know-how, contractor network structure, and any non-public information about Macabama's internal organization or personnel (including private-life information that may be incidentally disclosed).

2. Exclusions from Confidential Information

Confidential Information does **not** include information that:

- a) is or becomes publicly known through no wrongful act of the Receiving Party;
- b) is rightfully received from a third party without confidentiality obligations;
- c) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information;
- d) is approved for release by written or electronic authorization of the Disclosing Party; or
- e) is required to be disclosed by law or court order, provided the Receiving Party gives prompt notice (where legally permitted) to the Disclosing Party so that the Disclosing Party may seek a protective order.

3. Permitted Use and Anonymized Marketing (Macabama-specific)

- a) The Receiving Party shall use the Confidential Information solely for the purpose of evaluating or carrying out the business relationship with the Disclosing Party (the "Permitted Purpose").
- b) Notwithstanding anything to the contrary, Macabama shall be permitted to create and publish **fully anonymized mini-case studies, success stories, and client reviews** provided that no reasonable person could identify the Client or any individual from the published content.
 - ☐ Check the box if applicable: Client prohibits the publication of **anonymized** case studies, success stories, reviews, or other marketing content **without prior written or electronic approval**.

4. Obligations of Confidentiality

Each Receiving Party agrees to:

- a) hold the Disclosing Party's Confidential Information in strict confidence and exercise at least the same degree of care it uses with its own confidential information of similar importance (but in no event less than reasonable care);
- b) restrict disclosure of the Confidential Information solely to its employees, officers, directors, contractors, professional advisors, and agents with a need to know for the Permitted Purpose, and who are bound by confidentiality obligations at least as protective as this Agreement;
- c) not disclose, publish, or disseminate the Confidential Information to any third party without prior written or electronic consent of the Disclosing Party (except as expressly permitted in Section 3(b) by Macabama);

- d) not make any negative or disparaging public statements or reviews about the Disclosing Party (including on review platforms, social media, or forums) that reference or could be linked to Confidential Information or the existence of the relationship.

5. No License

Nothing in this Agreement grants any right or license under any intellectual property rights, except the limited right to use Confidential Information for the Permitted Purpose.

6. Compelled Disclosure

If the Receiving Party is required by law, regulation, or court order to disclose Confidential Information, it shall (to the extent legally permissible) provide prompt written notice to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order.

7. Return or Destruction of Information

Upon termination of the business relationship or upon request of the Disclosing Party, the Receiving Party shall promptly, **to the extent legally and commercially practicable and to the extent permitted by applicable law (including tax, accounting, and regulatory record-keeping requirements)**, return or (at the Disclosing Party's option) destroy or delete all copies of the Confidential Information in its possession or control and, upon request, certify such return or destruction in writing or electronically. The Receiving Party may retain copies to the extent required by law or for legitimate internal compliance, audit, or archival purposes, provided such retained copies continue to be protected under the terms of this Agreement.

8. Term

The obligations under this Agreement with respect to Confidential Information shall continue for a period of **five (5) years** from the date of disclosure, **except for personal data and trade secrets**, which shall remain protected for as long as they retain that character under applicable law.

9. Remedies

Each Party acknowledges that any breach may cause irreparable harm for which monetary damages are inadequate. The Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity. The prevailing party in any enforcement action shall be entitled to recover reasonable attorneys' fees and costs.

10. No Obligation to Proceed

Nothing in this Agreement obligates either Party to enter into any further business relationship or transaction.

11. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to conflict of law principles. Any dispute arising out of this Agreement shall be resolved exclusively in the state or federal courts located in Albuquerque, New Mexico.

12. Miscellaneous

This Agreement constitutes the entire understanding between the Parties regarding confidentiality and supersedes all prior agreements. It may only be amended in writing signed by both Parties. If any provision is held invalid, the remainder shall remain in full force and effect. This Agreement may be executed in counterparts and by electronic signature (including DocuSign or similar).

13. Additional Representations

- a) Each Party represents that its performance under this Agreement complies with all applicable data-protection and privacy laws (including, where relevant, the EU General Data Protection Regulation – GDPR).
- b) Each Party represents that it complies with all applicable anti-corruption and anti-bribery laws, including without limitation the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Macabama Group LLC

By: _____

Name: _____

Title: President

Date: _____

Client

By: _____

Name: _____

Title/ Position: _____

Date: _____