

Beast Holdings LLC

Mutual Non-Disclosure Agreement (NDA)

Last updated: September 27, 2025

Summary (Plain-English)

This NDA protects confidential information exchanged between the parties. Use it only for the stated business purpose, keep it confidential, limit access to a need-to-know basis, and return or destroy it when asked.

1. Parties & Effective Date

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

2. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by either party, in any form, including business plans, financials, customer data, product designs, source files, models, datasets, and trade secrets.

3. Purpose & Permitted Use

Recipient shall use Confidential Information solely for evaluating, negotiating, or performing a potential or existing business relationship with Discloser, and for no other purpose.

4. Non-Disclosure & Safeguards

Recipient shall protect Confidential Information with at least the same degree of care it uses to protect its own confidential information, and in no event less than reasonable care. Access is limited to personnel with a need-to-know under written obligations no less protective than this Agreement.

5. Exclusions

Confidential Information does not include information that: (a) is or becomes public through no breach by Recipient; (b) was known to Recipient before disclosure; (c) is independently developed without use of Confidential Information; or (d) is rightfully received from a third party without duty of confidentiality.

6. Compelled Disclosure

If Recipient is required by law to disclose Confidential Information, Recipient shall provide prompt written notice to Discloser (where legally permitted) and reasonably cooperate in seeking protective treatment.

7. Return or Destruction

Upon Discloser's request, Recipient shall promptly return or destroy all Confidential Information and certify destruction, except that one archival copy may be retained solely to evidence compliance.

8. Ownership & No License

All Confidential Information remains the property of Discloser. No rights or licenses are granted by this Agreement except as expressly set forth herein.

9. No Warranty

Confidential Information is provided “as is.” Discloser disclaims all warranties, including accuracy, completeness, merchantability, fitness for a particular purpose, and non-infringement.

10. Term & Survival

This Agreement commences on the Effective Date and continues for two (2) years unless earlier terminated in writing. Obligations of non-use and non-disclosure survive for three (3) years from each disclosure; trade secret obligations survive as long as information remains a trade secret.

11. Injunctive Relief

Unauthorized use or disclosure may cause irreparable harm. Discloser is entitled to seek equitable relief, including temporary restraining orders and injunctions, in addition to other remedies.

12. Export Compliance

Each party will comply with applicable export control and sanctions laws when sharing or using Confidential Information.

13. Assignment

Neither party may assign this Agreement without prior written consent, except in connection with a merger, acquisition, or sale of substantially all assets, provided the assignee assumes all obligations.

14. Governing Law & Dispute Resolution

This Agreement is governed by the laws of the State of California. Disputes are subject to binding arbitration pursuant to Beast_Holdings_Arbitration_Class_Action_Waiver.pdf, venue Alameda County.

15. Notices

Official notices shall be sent via email to the contacts designated by each party, with a copy to legal@beast-llc.com.

16. Entire Agreement & Severability

This Agreement constitutes the entire agreement with respect to its subject matter and supersedes all prior discussions. If any provision is held invalid, the remainder remains in effect.

Signatures

Discloser (Company/Name):

Title (if applicable):

Date:

Recipient (Company/Name):

Title (if applicable):

Date:

Mutual Non-Disclosure Agreement (NDA). Hybrid: plain-English summaries + enforceable clauses. — Last updated: September 27, 2025