MASTER NON-DISCLOSURE AGREEMENT (MNDA)

EE HOLDINGS AND ALL SUBSIDIARIES
Effective Date: December 2, 2025

This Master Non-Disclosure Agreement ("Agreement") is entered into as of the above date between:

EE Holdings, a New England based holding company established in 2020, including all current and future subsidiaries, brands, platforms, databases, tools, and technologies ("Disclosing Party"), and:

_____

Name of Receiving Party ("Receiving Party").

The Disclosing Party and Receiving Party may be referred to as "Parties."

1. PURPOSE

The Receiving Party may receive confidential, proprietary, operational, technical, or strategic information belonging to the Disclosing Party for purposes including:

- Contractor work
- Sales, marketing, or partnership discussions
- Business collaboration
- Access to EE Holdings platforms and dashboards
- Software development, testing, or technical consulting
- Operational work, administrative work, or service work
- Investment evaluation or due diligence

This Agreement sets the standards for how confidential information must be protected.

2. ENTITIES COVERED UNDER THIS AGREEMENT

This Agreement applies to all entities under EE Holdings, including but not limited to:

Information Technology

- Compacter
- Tagify
- Reversal Labs
- ItemDash
- Labored
- CommandCore
- Reversal Sales

Consumer Staples

- Trapper Outdoors

Consumer Discretionary

- Smelting and Co.
- Vending Valley

Finance

- EE Ventures
- EE Financial
- Budgeted

Health and Human Services

- RecoveryNetworks.org

Nonprofit and Philanthropy

- Jimmy Henderson Foundation for Philanthropy

Media and Communications

- Jimmy
- TrapGod.net
- Exotic Expansion

Agriculture

- Beanstalk

Digital Economy

- BackOut Network
- OG Brokerage

Sports and Entertainment

- Bucked Fight League

Additional Digital Platforms

- Reversal Marketing Agency
- Reversal Sales Dashboard
- Business Card to Website

- Website Checker
- Brand Kit Builder
- Tagify CRM
- CommandCore OS
- Recovery Networks portals
- Any internal databases, scripts, servers, credentials, or integrations
- Any future platforms created or acquired

This Master NDA automatically covers all future EE Holdings companies, services, and systems.

3. CONFIDENTIAL INFORMATION

Confidential Information includes all non-public information owned by EE Holdings or its subsidiaries, including:

3.1 Business Information

- Client lists and customer data
- Lead lists and scraped datasets
- Prospect data and internal directories
- Vendor data and partner information
- Non-public financial data
- Business strategies, pricing, and forecasts
- Internal documents, operating procedures, or manuals

3.2 Technical Information

- Source code, scripts, backend logic
- API keys, tokens, and credentials
- System architecture and database structure
- Development tools, prototypes, and test systems
- Technical diagrams and workflow designs
- Server access and admin dashboards

3.3 Product and Platform Information

- Roadmaps
- Mockups, designs, templates
- Brand kits, creative assets
- Internal applications and unreleased features

3.4 Personal Information

- Employee data
- Contractor data
- Client or user personal information

Any non-public information is confidential whether shared verbally, visually, physically, or digitally.

4. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to the following:

4.1 Confidentiality

- Keep all confidential information strictly private
- Protect information using reasonable security practices
- Prevent disclosure to any unauthorized party

4.2 Use Restrictions

- Use confidential information only for the approved business purpose
- Do not use confidential information for personal gain or external work
- Do not leverage datasets, systems, or internal knowledge to compete with EE Holdings

4.3 No Sharing

- Do not disclose confidential information to any external person or group
- Internal sharing is allowed only if required for work

4.4 No Reverse Engineering

- Do not reverse engineer, copy, download, or replicate EE Holdings software, designs, or systems

4.5 Reporting

Immediately report:
- Unauthorized access
- Data exposure
- Lost devices
- Credential leaks
- Security incidents

4.6 Return and Destruction

Upon request or at termination:
- Return all confidential materials
- Delete all digital copies
- Remove credentials and stored passwords
- Confirm deletion if asked

5. EXCLUSIONS

Confidential Information does not include information that:

- Becomes public through no action of the Receiving Party
- Is already known to the Receiving Party without restriction
- Is independently developed without referencing confidential information
- Must be disclosed by law or court order (with prompt notice to EE Holdings)

6. OWNERSHIP

All confidential information remains the sole property of EE Holdings.
No rights, licenses, or ownership are granted by this Agreement.

7. TERM

This Agreement remains in effect indefinitely.
All confidentiality obligations survive termination of any business relationship.

Trade secrets, code, architecture, and system details are protected permanently.

8. NON-CIRCUMVENTION

The Receiving Party agrees not to:

- Work directly with EE Holdings clients outside the company
- Circumvent EE Holdings processes or systems
- Use internal relationships to bypass EE Holdings for business gain

This protection extends to all clients, prospects, vendors, datasets, and lists owned by EE Holdings.

9. NON-SOLICITATION

For a period of three years, the Receiving Party may not:

- Solicit EE Holdings clients
- Solicit EE Holdings staff, contractors, or partners
- Attempt to hire or reassign internal personnel away from the company

10. DATA SECURITY REQUIREMENTS

The Receiving Party must:

- Use secure passwords
- Enable two factor authentication when available
- Secure devices with lock screens
- Avoid saving credentials in unsecured locations
- Avoid emailing confidential files to personal inboxes
- Follow reasonable data security practices

11. BREACH AND REMEDIES

Unauthorized disclosure may cause significant harm.
EE Holdings may seek:

- Injunctions
- Damages
- Recovery of profits gained through misuse
- Legal fees
- Any other remedy allowed by law

12. GOVERNING LAW

This Agreement is governed by the laws of the Commonwealth of Massachusetts.