

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“Agreement”) dated this ____ day of _____, 2026 by and between Mixed Rocks LLC, with a principal business address of 453 E Pioneer Avenue Homer, AK (the “Company”); and _____, with a principal address of _____, AK (the “Recipient”).

WITNESSETH:

WHEREAS, the parties shall be engaging in preliminary meetings concerning a proposed business arrangement between them; and

WHEREAS, for purposes of evaluating the proposed business arrangement, the Company will be disclosing certain information and providing certain documents that constitute or incorporate confidential business and proprietary information and/or information involving business operations, finances, clients and individuals; and

WHEREAS, the parties have agreed to undertake measures to protect such information from any disclosure or use other than for the purposes as set forth herein.

NOW THEREFORE, for the reasons set forth above, the parties hereby stipulate and agree to the following:

1. Confidentiality.

A. Mixed Rock LLC has (i) developed certain proprietary business plans and methods, documents, know-how, data and information, (ii) developed certain business contacts and strategies, and (iii) conceived of future business concepts which the Company has a strong desire to maintain in the strictest confidentiality, and deems the confidentiality thereof as critical to its success. For purposes of this Agreement, all information disclosed by the Company shall presumptively be construed as being confidential and “CONFIDENTIAL INFORMATION” shall mean any and all information and data that may be disclosed by Company, including but not limited to: Company’s trade secrets, products and business, as well as any other proprietary, developmental, technical, marketing, sales, operation, performance, costs, business methods and practices, market data, customers, financial statements, projections and plans, hardware, software, design and process information, and all record-bearing media containing or disclosing such information and/or techniques. By way of example and not by way of limitation, Confidential Information may be comprised of: (a) Company’s name, service mark and logo; (b) its business plans and financial statements; (c) plans, concepts, methods, strategies, management tools, designs, formats, systems, research, and works in process; (d) customer lists and marketing plans; (e) policies and procedures; (f) business practices and organization; (g) reports, data figures, statistics, analyses, benchmarks, compilations, summaries, plans and projections; (h) prototypes, forms, specifications, charts, graphs, tapes, diskettes, papers, books, records, materials and information in any medium; (i) information relating to the identities of and terms of dealings with Company’s customers, prospects, suppliers, contractors and sales agents; (j) information relating to Company’s financial arrangements, marketing strategies, operational procedures, business plans, financial projections, cost summaries, market analyses, and pricing or bidding methods; (k) Company’s copyrightable material, computer software, data base, source codes, compilations of information, reports, investigations, experiments, research, work in progress, drawings, designs,

plans, specifications, and all other concepts, ideas, materials or information prepared or performed for or by Company; and (l) any other material relating to Company's conduct of its business, products or sales that is not readily available in the public domain. Company acknowledges and agrees that Company has legitimate business reasons for protecting the Confidential Information, and that Company regards the Confidential Information as integral to the success of its business. Recipient acknowledges and agrees that the Confidential Information is generally not known or not otherwise readily ascertainable by proper means by other persons and that Company desires that the information remain with it solely for its use.

B. Any information which: (i) is known or possessed by any party prior to its disclosure pursuant to this Agreement; (ii) at or prior to time of its disclosure was generally available to the public; (iii) was available to the public on a non-confidential basis prior to its disclosure; (iv) which, after disclosure becomes publicly available; (v) which is independently obtained or developed by a party without violating this Agreement; or (vi) was made available to the public from a third party (provided that such third party did not obtain or disseminate such information in breach of any legal obligation) shall not be deemed Confidential Information for purposes hereof.

C. Any and all documents and information to be furnished pursuant to this Agreement are hereby conclusively presumed as being "CONFIDENTIAL" and the recipient thereof shall treat such documents and information as confidential pursuant to the terms and conditions of this Agreement. The designated documents and the information contained in such documents and materials furnished hereunder shall be maintained in confidence by the recipient and shall not be disclosed to any person, including any representatives and employees of the recipient without the prior written consent of the disclosing party and such consent may be withheld or withdrawn by the disclosing party in its discretion for any or no reason at any time whatsoever. Upon receipt of such written consent, the recipient shall inform such employees or representatives that they are bound by the terms hereof. The Recipient will not otherwise disclose the fact that the Confidential Information has been provided to it, the existence of the terms of this Confidentiality Agreement, or the possible business transaction or any related discussions or negotiations.

2. Purpose.

All Confidential Information furnished hereunder shall be used solely for the purpose of evaluating the proposed business arrangement contemplated between the parties and not for any other purpose. The recipient of such Confidential Information shall make no use of such information except for the express purposes stated herein and shall take all reasonable steps to prevent the disclosure of the Confidential Information to any third parties, exercising at least the same degree of care as it exercises in the protection of its own confidential and proprietary information. This Agreement shall be continuing in nature and shall remain in effect in the event that the parties enter into a formal written agreement memorializing their business arrangement, unless the terms of such agreement explicitly and by reference supersede the terms of this Agreement.

3. Marking of Documents.

Any document furnished hereunder for review pursuant to an evaluation of the parties' proposed business transaction need not be marked "CONFIDENTIAL" on its face prior to the submission. As set forth in Paragraphs 1 and 2 hereof, all documents and information exchanged hereunder shall be conclusively presumed to be confidential and shall be treated as such by the recipient unless the disclosing party specifically designates to the contrary in writing.

4. Disclosure.

Disclosure of confidential materials, documents and the information contained therein shall generally be restricted to Recipient only, as well as Recipient's attorney, accountant and financial advisor provided that they each expressly agree to be bound by the terms hereof. Recipient hereby further agrees to provide the Company with a complete list of individuals who may have been provided access to such Confidential Information. This list shall be maintained at all times by Recipient during the term of this Agreement and shall be provided upon demand of the Company. Pursuant to Paragraph 1C hereof, the Company maintains the right to withhold or withdraw its consent to receive and/or review any confidential information and documents provided hereunder with respect to one or more of the individuals contained on such list. The disclosure restrictions as set forth in this Agreement shall be in addition to, and not in substitution of, those required under the law.

5. Maintenance of Documents.

The Recipient of any Confidential Information and/or documents hereunder shall maintain such documents and/or information in a secure and safe area, shall exercise the standard of due and proper care with respect to the documents as is necessary to protect and insure the confidentiality of the information contained therein, and is required to be exercised under the law by the recipient with respect to proprietary information.

6. Copies.

No Recipient of any document containing Confidential Information may copy or cause to be copied any confidential document or a portion thereof, except for dissemination among those individuals listed in Paragraph 4 hereof.

7. Statements.

Any and all statements made during the parties' discussions prior to the execution of a contract shall be regarded as being made only for the purposes of negotiation and shall not be regarded as binding and will not be admissible in any legal proceeding.

8. Return of Materials.

Upon the oral or written request of the Company, the Recipient shall promptly return to the Company any and all documents, information and materials as well as all copies thereof. The continuation or termination of the discussions and negotiations shall not thereafter relieve the respective parties from the obligation of maintaining the confidentiality of such materials or the information contained therein in accordance with the provisions of this Confidentiality Agreement. The parties hereto recognize that the documents and information disclosed hereunder may provide the Recipient with a competitive advantage and the Recipient hereby agrees to refrain from disclosing or otherwise utilizing the confidential information disclosed hereunder in any way whatsoever, except for the express purpose as set forth herein.

9. Breach; Remedies.

In the event that the Recipient discloses such Confidential Information to a third party without the prior written consent of the Company (unless required to do so by an order of a court of competent jurisdiction) or the Recipient otherwise utilizes such Confidential Information either directly or indirectly to obtain a competitive advantage, such conduct shall be considered a breach of this Agreement and the Company shall be entitled to damages, including but not limited to, compensatory damages, consequential damages, an accounting for profits, punitive damages (if applicable), and the reimbursement of reasonable attorneys' fees and costs. In addition, the Recipient acknowledges that remedies at law will be inadequate to protect against a breach of this Agreement, and the Recipient hereby agrees in advance to the granting of injunctive relief in favor of the Company. Recipient agrees that should it be found to have breached the requirements of this Agreement, it will pay to Company all actual attorney fees, costs, and related expenses incurred by Company in the enforcement of this Agreement and for remedying any violations thereof.

10. Not an Offer for Sale or License.

The disclosures made pursuant to this Agreement are made for evaluation purposes only, and are not an offer for sale or license of any kind.

11. Court Orders and Subpoenas.

If a party (the "subject party") is required to disclose such Confidential Information by any judicial, administrative or legal proceedings (collectively, "legal proceedings"), including by example, but not by limitation: a summons, subpoena or Court Order, such disclosure will not be considered a breach of this Confidentiality and Non-Disclosure Agreement. Upon institution of any legal proceedings giving rise to the implementation of this paragraph, the "subject party" will promptly give written notification of such legal proceedings to the other party. In the event that the "subject party" is directed by the other party not to comply with such legal proceedings, then the other party agrees to defend and pay directly all such legal and other miscellaneous costs which may be incurred in the defense of this Confidentiality and Non-Disclosure Agreement. The other party further agrees to hold harmless and indemnify the "subject party" for any and all costs whatsoever incurred in such legal proceedings. If the other party directs the "subject party" to defend such legal proceedings at its own cost and expense, the other party, pursuant to the scope of this indemnification, will reimburse the "subject party" for all legal costs incurred within thirty (30) days of invoicing. If the other party refuses or fails to reimburse the "subject party" for such legal costs and expenses within such thirty (30) days, the restrictions imposed upon the "subject party" with respect to this Confidentiality and Non-Disclosure Agreement will be null and void.

12. Term.

The parties hereto agree to maintain the confidentiality of any and all information exchanged hereunder for a period of five (5) years from the date this Agreement is fully executed.

13. Binding Effect.

The restrictions embodied in this Agreement shall be binding upon each of the parties and their respective counsel or representatives.

14. Governing Law.

This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, and each party hereby agrees to be under the jurisdiction of the laws and the courts of the State of Alaska. The parties hereby designate that the exclusive forum to resolve any dispute arising hereunder shall be the Alaska Court System, Kenai Peninsula Borough.

15. Severability.

In the event that any term is declared invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be construed as if such term was never a part hereof and this Agreement shall remain in full force and effect.

16. Successors and Assigns.

This Agreement shall be binding upon and inure for the benefit of the parties respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date above written.

WITNESS:

_____ Mixed Rocks LLC _____

BY: _____

(print name and title)

WITNESS:

RECIPIENT:

BY: _____

(print name and title)