

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (2025)

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into as of _____, 2025, by and between Swallow Mining, LLC, an Arizona limited liability company ("Swallow"), and _____ ("Recipient"). Swallow and Recipient may each be referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties wish to explore potential business opportunities related to mining and related operations (the "Project"); and

WHEREAS, in connection with the Project, each Party may disclose or make available certain confidential, proprietary, or trade secret information to the other;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definition of Confidential Information

"Confidential Information" means all non-public information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether in oral, written, electronic, or other form, that is identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

This includes, without limitation, technical data, assay results, formulas, models, business strategies, trade secrets, processes, know-how, financial data, and project plans.

Confidential Information does not include information that:

- (a) is or becomes publicly available without breach of this Agreement;
- (b) was known to the Receiving Party prior to disclosure, as evidenced by written records;
- (c) is independently developed by the Receiving Party without reference to the Disclosing Party's information; or
- (d) is received from a third party without breach of any obligation of confidentiality.

2. Obligations of the Receiving Party

The Receiving Party shall:

- (a) maintain the confidentiality of all Confidential Information with at least the same degree of care it uses to protect its own confidential information, but no less than a reasonable standard of care;
- (b) not disclose any Confidential Information to any third party except as permitted under this Agreement; and
- (c) not use Confidential Information for any purpose other than evaluating or participating in the Project.

3. Ownership and Non-Circumvention

All Confidential Information remains the property of the Disclosing Party. No license or other rights are granted under any patents, trademarks, copyrights, or other intellectual property by implication or otherwise.

As Swallow has significant investment in exploration, development, and mining of the area, the Recipient agrees not to conduct exploration, staking, or mining claim activities within a one-mile radius of Swallow's current block of claims without a separate written agreement signed by both Parties.

4. Return or Destruction of Information

Upon written request, the Receiving Party shall promptly return or securely destroy all Confidential Information, including any copies, summaries, or notes. Any retained electronic archives made automatically for backup or legal compliance shall remain subject to this Agreement's confidentiality obligations.

5. No Representation or Warranty

All Confidential Information is provided "as is." Neither Party makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information.

6. Permitted Disclosures

A Party may disclose Confidential Information:

- (a) to its employees, officers, attorneys, advisors, and contractors ("Authorized Representatives") who need to know such information for the Project and are bound by confidentiality obligations at least as protective as those herein; or
- (b) if required by law, regulation, or court order—provided the disclosing Party gives the other Party prompt written notice and cooperates, to the extent legally permissible, to limit disclosure.

Each Party is responsible for any breach of this Agreement by its Authorized Representatives.

7. Term and Termination

Either Party may terminate this Agreement upon written notice to the other. The confidentiality obligations herein shall survive termination and remain in effect until the earlier of:

- (a) three (3) years from the date of first disclosure; or
 - (b) two (2) years from written termination notice;
- except for the non-circumvention clause in Section 3, which shall remain in effect indefinitely.

8. Remedies

The Parties agree that monetary damages may be inadequate for any breach of this

Agreement. Each Party shall be entitled to seek injunctive relief, specific performance, or other equitable remedies in addition to any other rights available at law.

9. Miscellaneous

- (a) Entire Agreement. This document constitutes the entire understanding between the Parties and supersedes all prior agreements related to its subject matter.
- (b) Amendments. Any modification must be in writing and signed by both Parties.
- (c) Waiver. No waiver shall be valid unless in writing and signed by the waiving Party.
- (d) Severability. If any provision is held invalid, the remaining provisions shall remain enforceable.
- (e) Attorneys' Fees. The prevailing Party in any enforcement action shall be entitled to recover reasonable attorneys' fees and costs.
- (f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflict-of-law principles.

10. Execution

Executed as of the date first written above.

Swallow Mining, LLC
PO Box 2479
Carefree, Arizona 85377

By: _____
Printed Name: _____
Title: _____

Recipient:

By: _____
Printed Name: _____
Title: _____

Initials (Swallow) ____ Initials (Recipient) ____