

Candy Mountain Mining Company Consulting Agreement



CONSULTING AGREEMENT PARTIES - This Service Contract Agreement (hereinafter referred to as the "Agreement") is entered into on 5/15/2024 (the "Effective Date"), by and between Candy Mountain Mining Company, with an address of 201 East St. N Claremont, MN 55924 (hereinafter referred to as the "Consultant"), and Michael Boss, with an address of 147 Abierto Cv Blanco Texas 78676 (hereinafter referred to as the "Client") (collectively referred to as the "Parties").

CONSIDERATION - The Parties agree that the Consultant will provide the services attached hereunder, whereas the Client will in return provide compensation for such services and expertise.

SERVICES - *The Consultant's services are summarized down below:*

- ***On-site meeting management with governing agencies***
- ***Approval of hard-rock mining project***
- ***Field representation/ MSHA Authorized Field Representative***
- ***Project management for early phase and permitting of mining project***
- ***Due diligence of any and all mining options***
- ***Re-write + amendments to PoO & permit management***
- ***New digital photography & Mapping***

RETAINER - A retainer fee of \$750 will be invoiced to the Client by the Consultant on the first day of contract agreement approval for services provided and to be performed. - The Client is required to pay the invoice within 1 days upon receiving it. All other fees for services are due within 1 day upon receiving the invoice. - The Parties agree that the payments are to be made via invoice payment and paid through our payment portal or sent to the following address:

201 East St. N Claremont, MN 55924

EXPENSES - The Consultant bills all services as package pricing & expenses are worked into package pricing contracts. If Company adds extra services that would require additional expenses, the Consultant is entitled to a reimbursement for all the reasonable and necessary expenses that have arisen when providing his services to the Client. - The Client is required to pre-approve all the expenses/all expenses over the accepted contract amount. (Choose one of

the options) - The Consultant is required to provide a proof and/or receipt for all the expenses he/she has made. The Consultant can remit permit payments for Company as an expense item to the Company when permits are filed. All rates for services are matched to follow Gunnison Prospecting at \$330.00 per hour. Matched service rate for this account only.

TERM - This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the "Effective Date") and will end upon completion and approval by agencies for the client(s) to begin mining operations. . - Upon the end of the term of the Agreement, this Agreement will not be automatically renewed for a new term. All new services will require a new consulting agreement.

TERMINATION - This Agreement may be terminated in case the following occurs: 1. Immediately in case one of the Parties breaches this Agreement. 2. At any given time by providing a written notice to the other party 30 days prior to terminating the Agreement. Outstanding billing or expenses to be remitted and finalized with the Consultant before the 30 day period is complete.

RELATIONSHIP BETWEEN THE PARTIES - Hereby, the Parties agree that the Consultant in this Agreement is an independent contractor where the Consultant provides the services hereunder and acts as an independent contractor. - Under no circumstances shall the Consultant be considered an employee. - Whereas, this Agreement does not create any other partnership between the Parties. The Consultant will act as the Company's Authorized Field Representative during permitting and operational phases as a liaison to the governing agencies.

EXCLUSIVITY - The Parties agree and understand that this Agreement is not exclusive and that the Parties are entitled to enter into other similar agreements with other parties.

OWNERSHIP - The Parties agree that all work created and information gathered by the Consultant in terms of him/her performing the services will remain the exclusive property of the Client, who can use it without any restrictions. All values discovered, mapping of claim(s), and proprietary information will be completely owned by the Company and not the Consultant.

CONFIDENTIALITY - All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Consultant, unless the disclosure is required pursuant to process of law. - Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Client. Testing, assay results, concentration mapping, proprietary operation information is strictly confidential and not expressed to anyone outside of pre-approved individuals at Company.

DISPUTE RESOLUTION - Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to Arbitration/mediation/negotiation with a 3rd party law firm agreed upon by both parties, in accordance with, and subject to the laws of, Minnesota.

MERGER & INTEGRATIONS. Except as specifically stated otherwise herein, this Agreement sets forth the entire understanding of the parties relating to the subject matter hereof, and all prior understandings, written or oral, are superseded by this Agreement. This Agreement may not be modified, amended, waived or supplemented except as provided herein.

GOVERNING LAW - This Agreement shall be governed by and construed in accordance with the laws of Minnesota.

SEVERABILITY - In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

ENTIRE AGREEMENT - This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

AMENDMENTS - The Parties agree that any amendments made to this Agreement must be in writing and they must be signed by both Parties to this Agreement. - As such, any amendments made by the Parties will be applied to this Agreement.

SIGNATURE AND DATE - The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

Candy Mountain Mining Company

Non-Disclosure Agreement & Confidentiality Agreement

Non-Disclosure and Confidentiality Agreement This Non-Disclosure and Confidentiality Agreement (the "Agreement") is entered into 4/22/2024 (the "Effective Date") by and between Candy Mountain Mining Company (Kiel Schleusner) located at 201 East St. N Claremont, MN 55924 and Michael Boss located at, 147 Abierto Cv Blanco Texas 78676 also individually referred to as the "Party", and collectively the "Parties". The Parties are interested in exploring a potential business

opportunity (the "Opportunity"). In order to adequately evaluate whether the Parties would like to pursue the Opportunity, it is necessary for both Parties to exchange certain confidential information.

IN CONSIDERATION OF disclosing and receiving confidential information, the Parties agree as follows:

1. Confidential Information. The confidential information ("Confidential Information") includes any information that is only known by the disclosing Party, and not known by the general public at the time it is disclosed, whether tangible or intangible, and through whatever means it is disclosed.

Confidential Information does not include information that:

1. The receiving Party lawfully gained before the disclosing Party actually disclosed it;
2. Is disclosed to the receiving Party by a third party who is not bound by a confidentiality agreement;
3. Becomes available to the general public by no fault of the receiving Party; or
4. Is required by law to be disclosed.
5. ***Use of Confidential Information. During the course of this Agreement, the Parties will have access to and learn of each others' Confidential Information, including trade secrets, industry knowledge, and other confidential information. The Parties will not share any of this proprietary information at any time. The Parties also will not use any of this proprietary information for either Party's personal/business benefit at any time. This section remains in full force and effect even after termination of the Parties' relationship by its natural termination or early termination by either Party.***

The receiving Party may disclose the Confidential Information to its personnel on an as-needed basis. The personnel must be informed that the Confidential Information is confidential and the personnel must agree to be bound by the terms of this Agreement. The receiving Party is liable for any breach of this Agreement by their personnel. In the event a Party loses Confidential Information or inadvertently discloses Confidential Information, that Party must notify the other Party within twenty-four (24) hours. That Party must also take any and all steps necessary to recover the Confidential Information and prevent further unauthorized use.

In the event a Party is required by law to disclose Confidential Information, that Party must notify the other Party of the legal requirement to disclose within three (3) business days of learning of the requirement.

1. Ownership and Title. Nothing in this Agreement will convey a right, title, interest, or license in the Confidential Information to the receiving party. The Confidential Information will remain the exclusive property of the Hiring Party.
2. Return of Confidential Information. Upon termination of this Agreement, the consulting party must return all tangible materials it has that contain the Confidential Information it received, including all electronic and hard copies. This includes, but is not limited to, any notes, memos, drawings, summaries, excerpts and anything else derived from the Confidential Information.
3. Term and Termination. This Agreement shall commence upon the Effective Date as stated above and continue until 1 year after termination of service agreement.

Either Party may end this Agreement at any time by providing written notice to the other Party. The Parties' obligation to maintain confidentiality of all Confidential Information received during the term of this Agreement will remain in effect indefinitely.

1. Remedies. The Parties agree the Confidential Information is unique in nature and money damages will not adequately remedy the irreparable injury breach of this Agreement may cause the injured Party. The injured Party is entitled to seek injunctive relief, as well as any other remedies that are available in law and equity.
2. Relationship of the Parties.
 1. No Binding Agreement to Pursue Opportunity. The Parties agree they are exploring a potential Opportunity and sharing their Confidential Information is not a legal obligation to pursue the Opportunity. Either Party is free to terminate discussions or negotiations related to the Opportunity at any time.
 2. No Exclusivity. The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties.
 3. Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, partner, or employee of the other Party.
3. General.
 1. Assignment. The Parties may not assign their rights and/or obligations under this Agreement.
 2. Choice of Law. This Agreement will be interpreted based on the laws of the State of Minnesota and New Mexico, regardless of any conflict of law issues that may arise. The Parties agree that any dispute arising from this Agreement will be resolved at a court of competent jurisdiction located in the State of Minnesota or New Mexico.
 3. Complete Contract. This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.
 4. Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

5. Waiver. Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.
6. Notices. All notices under this Agreement must be sent by email with return receipt requested or certified or registered mail with return receipt requested.
7. Services Provided: Current services rendered: on-site representation, PoO rewrite, amendments, project management, project approval, logistical management, NFS & State Management, field representation, mapping, imagery, due diligence services.
8. Notices should be sent to as follows:

Candy Mountain Mining Company: 201 East St. N Claremont, MN 55924 (Mail)

info@candymountainprospecting.com

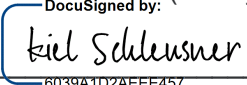
Client Name & Information:

Michael Boss (Client)

147 Abierto Cv
Blanco Texas 78676

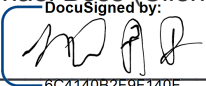
The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Name: Kiel Schleusner (Candy Mountain Mining Company)

Signed: 
6039A1D2AEEE457...

Date: 5/30/2024

Name Michael Boss (Client)

Signed: 
6C4140B2F9F140F...

Date: 5/30/2024