

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made between the Doña Ana County and its divisions, officers, agencies, and employees ("Department") and **BORDERPLEX DIGITAL ASSETS, LLC** ("Company"), effective as of 05/28/25 (the "Effective Date").

A. The Company and its subsidiaries have disclosed or will disclose to the Department information, whether written, graphic, oral, electronic, or in any other form. Certain of that information is "Confidential Information". Confidential Information includes any and all non-public, confidential or proprietary information furnished to the Department by or on behalf of the Company and its subsidiaries that is (i) designated to be confidential or proprietary at the time of disclosure or (ii) should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure, whether disclosed orally or disclosed in or stored in written, electronic or other form of media, including but not limited to: (a) the terms and conditions of this Agreement and the existence of discussions between the parties, (b) all project specific information, analyses notes, reports, studies, data, statistics, summaries, interpretations or other documents prepared by or for the Department which contain or otherwise reflect, derive from or are generated from such information, and (c) any graphic, electronic or machine-readable information, including but not limited to that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, research, development or know-how, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business or marketing plans, business proposals, costs, prices, purchase or sales volume, agreements with third parties, services, actual or potential customers and suppliers, and the marketing or finances of the Company. Confidential Information does not include information that is not specific to the Company or its business, is publicly available when received by the Department, is lawfully obtained by the Department from a source other than the Company or is independently developed by the Department without the use of Confidential Information. If the Company seeks funds appropriated pursuant to the Local Economic Development Act, NMSA 1978 §§ 5-10-1, et seq., or certain other programs administered by the Department, information about the Company and its operations, including Confidential Information, will necessarily become public.

B. The Department will hold Confidential Information in strict confidence, will take all reasonable precautions to protect Confidential Information, including ensuring all employees, agents, and consultants comply with confidentiality obligations, will not disclose Confidential Information to any persons outside the Department except for advisors retained solely for evaluation purposes who are bound by similar confidentiality terms, will not make use of Confidential Information except for the sole limited purpose of evaluating Confidential Information within the Department to determine whether to enter into a relationship with the Company and to perform according to that relationship if it is

entered into, and will promptly notify the Company of any unauthorized disclosure or use of Confidential Information and to take all reasonable steps to remedy it.

C. The New Mexico Inspection of Public Records Act, NMSA 1978 § 14-2-1, et seq. ("IPRA") establishes policy that favors broad disclosure of information provided to or by public agencies, which may be lawfully subject to inspection notwithstanding the existence of this Agreement. The Parties understand that the Department must comply with IPRA to the fullest extent but will take every possible step to ensure all Confidential Information is kept confidential and not disclosed.

D. Confidential Information is and remains the Company's property. Upon a decision by the Department or the Company not to enter into a business relationship or a request by the Company, the Department shall cease using Confidential Information and return it to the Company. Nothing herein requires the Department or the Company to enter into any business relationship or to refrain from entering into any relationship with any third parties, even if such relationship relates to subject matter similar or identical to that contemplated by this Agreement.

E. The Company's disclosure of Confidential Information to the Department does not constitute publication of the Confidential Information for patent or copyright purposes or a release of the Confidential Information into the public domain. The Department will not use the Company's disclosure of Confidential Information to the Department to impede or challenge the Company's application for patent, copyright, or other legal protection. Nothing in this Agreement shall grant any right or license to any intellectual property or make any representation or warranty, express or implied.

F. The Department and the Company acknowledge that the unauthorized disclosure or misuse of Confidential Information may cause irreparable harm to the Company. While the Department will make reasonable efforts to comply with its obligations under this Agreement, any remedies for breach by the Department shall be subject to and limited by the protections and limitations of the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1, et seq. The Parties understand that if the Department breaches this Agreement, the Company will seek all remedies available under the law.

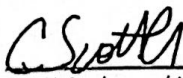
G. This Agreement shall be governed by the laws of the State of New Mexico without regard to the conflicts of laws or choice of law provisions thereof. In the event of a breach of this Agreement, the Parties will attempt dispute resolution through mediation prior to litigation. A New Mexico mediator will be chosen from the National Academy of Distinguished Neutrals. In the event that mediation is unsuccessful, the Parties agree that proper jurisdiction and venue is in the State of New Mexico's Third Judicial District Court, Dona Ana County.

H. This Agreement constitutes the entire agreement between the Department and the Company regarding its subject matter and supersedes all prior or contemporaneous discussions, writings, and agreements. No waiver or modification of this Agreement is valid and binding unless made in writing and signed by the Department and the Company. This Agreement shall continue in effect for a period of two (2) years from the Effective

Date. The Department and the Company's obligations with respect to Confidential Information under this Agreement will survive termination or expiration of the Agreement for an additional period of two (2) years. In the event that any provision of this Agreement is declared by a Court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be severed, limited or eliminated to the minimum extent necessary to give full force and effect to the remainder of this Agreement, which shall remain legal, valid, and enforceable. This Agreement shall be binding on the Company's successors and assigns. The waiver by either party of a breach of any provision of this Agreement shall not be construed as a waiver of any right or any succeeding breach of any provision. The delay or omission of either party to avail itself of any right or privilege under this Agreement shall not operate as a waiver of any right or privilege by either party. This Agreement may be executed in counterparts, each of which shall be deemed an original and altogether constitute one and the same Agreement. Electronically communicated signatures shall be considered original signatures.

ACKNOWLEDGED AND AGREED:

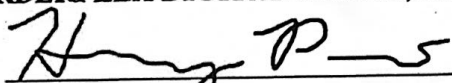
Dofia Ana County

By: 
Scott Andrews (Jun 30, 2025 15:25 EDT)

Its: Scott Andrews

Date: 06/30/2025

BORDERPLEX DIGITAL ASSETS, LLC

By: 

Its: Harvey Powers, Chief Financial Officer

Date: June 10, 2025