

NON-DISCLOSURE AGREEMENT

1. Effective Date

This Agreement is effective as of 23 May 2025.

2. Parties

This Agreement is entered into by:

- Disclosing Party:

Name: ABC Corp,

Jurisdiction: Delaware,

Address: [Address_A]

- Receiving Party:

Name: XYZ Ltd,

Jurisdiction: California,

Address: [Address_B]

The parties intend to engage in confidential discussions regarding a potential acquisition transaction.

3. Definitions

For the purposes of this Agreement:

- "Confidential Information" means any non-public information disclosed by one party to the other, whether in written, oral, electronic, or other form, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances surrounding its disclosure.

4. Obligations of Confidentiality

Each party agrees to:

- Use the Confidential Information solely for the purpose of evaluating a potential acquisition transaction.
- Not disclose the Confidential Information to any third party, except to its employees, affiliates, or professional advisors who have a need to know the Confidential Information for the purpose of evaluating the potential acquisition transaction and who are bound by confidentiality obligations no less restrictive than those set forth herein.
- Protect the Confidential Information from unauthorized disclosure and use with the same degree of care that it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.

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7. Term

This Agreement remains in effect for two (2) years unless terminated earlier by written agreement.

13. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of Delaware. Any disputes shall be resolved in the courts of Delaware.

14. Dispute Resolution

Disputes will be resolved by binding arbitration administered by the American Arbitration Association in Wilmington, Delaware.

Execution

Signed by authorized representatives:

- [[John_Smith]], CEO, for ABC Corp
- [[Sarah_Lee]], COO, for XYZ Ltd