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 Corporation,

Jurisdiction: Delaware, USA

Address: 123 Business Park, Wilmington, Delaware, 19801, USA

- Receiving Party:

Name: XYZ Limited,

Jurisdiction: California, USA

Address: 456 Market Street, San Francisco, California, 94105, USA

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

3. Definitions

(1) "Confidential Information" shall mean any non-public information disclosed by either party, whether written, oral, or in electronic 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.

(2) "Affiliates" shall mean any entity that controls, is controlled by, or is under common control with a party.

(3) "Advisors" shall mean any attorneys, accountants, financial advisors, or other professional service providers retained by a party in connection with the transaction.

4. Obligations of Confidentiality

(a) Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose it to any third party without the prior written consent of the disclosing party, except to its Affiliates and Advisors, provided that such Affiliates and Advisors are bound by confidentiality obligations no less restrictive than those set forth herein.

(b) Each party agrees to use the Confidential Information solely for the purpose of evaluating and negotiating the potential acquisition transaction.

(c) Each party shall take reasonable measures to protect the Confidential Information from unauthorized disclosure or use.

(d) Each party acknowledges that any unauthorized disclosure or use of the Confidential Information could cause irreparable harm to the other party and that in the event of such disclosure or use, the other party shall be entitled to seek equitable relief, including injunctive relief, in addition to any other remedies available at law or in equity.

5. Non-solicitation

For a period of 12 months following the closing of the acquisition transaction, the Receiving Party shall not solicit or attempt to solicit any employee of the Disclosing Party to leave the employment of the Disclosing Party.

6. Term

This Agreement remains in effect for 2 years from the signing date unless terminated earlier by written agreement.

7. Governing Law and Jurisdiction

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

8. Dispute Resolution

Disputes will be resolved by binding arbitration administered by the American Arbitration Association (AAA) in Wilmington, Delaware. The arbitration shall be conducted in accordance with the AAA's Commercial Arbitration Rules.

Execution

Signed by authorized representatives:

- John Smith, CEO, ABC Corporation

- Sarah Lee, COO, XYZ Limited