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" shall mean any non-public information disclosed by either party, whether in written, oral, or 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.

4. Obligations of Confidentiality

Each party agrees to maintain the Confidential Information in strict confidence for the term of this Agreement and for a period of two (2) years thereafter. Each party shall use at least reasonable efforts to prevent the unauthorized disclosure or use of the Confidential Information, and shall not disclose or use the Confidential Information for any purpose outside the scope of the discussions related to the potential acquisition transaction.

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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 (AAA) in Wilmington, Delaware.

Execution

Signed by authorized representatives:

- John Smith, CEO, for ABC Corp

- Sarah Lee, COO, for XYZ Ltd