

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

AN GLOBAL LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 23-11294 (JKS)

(Jointly Administered)

**ORDER APPROVING STIPULATION AND PROPOSED PROTECTIVE ORDER BY
AND BETWEEN AN GLOBAL, LLC, AGILE THOUGHT, INC.
AND KPMG LLP IN CONNECTION WITH RULE 2004 EXAMINATION**

Upon consideration of the *Notice of Examination of KPMG LLP Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure and Local Bankruptcy Procedure* (D.I. 1157-1) (“Notice of Examination”) and the *Stipulation and Protective Order* by and between AN Global LLC and Agile Thought, Inc., on the one hand, and KPMG LLP, on the other hand, in connection with the Notice of Examination (the “Stipulation”), a copy of which is attached hereto as **Exhibit 1**, and the Court having found that the Stipulation is in the best interest of the all parties in interest associated with the Notice of Examination; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Stipulation is approved in its entirety.

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number or registration number in the applicable jurisdiction, are: AN Global LLC (5504); AgileThought, Inc. (2509); 4th Source, LLC (7626); AgileThought Brasil Servicos de Consultoria Em Software (01-20); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AGS Alpama Global Services USA, LLC (0487); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); AN UX, S.A. de C.V. (7A42); Cuarto Origen, S. de R.L. de C.V. (0IQ9); Entrepids México, S.A. de C.V. (OCYA); Facultas Analytics, S.A.P.I. de C.V. (6G37); Faktos Inc., S.A.P.I. de C.V. (3LLA); IT Global Holding LLC (8776); Tarnow Investment, S.L. (No Tax ID); and Anzen Soluciones, S.A. de C.V. (No Tax ID). The Debtors’ headquarters are located at 222 W. Las Colinas Boulevard, Suite 1650E, Irving, Texas 75039.



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2. This Court shall retain jurisdiction over all matters arising from or related to the implementation or interpretation of this Order and the Stipulation.

Dated: December 23rd, 2024
Wilmington, Delaware


J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

AN GLOBAL LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 23-11294 (JKS)

(Jointly Administered)

STIPULATION AND PROPOSED PROTECTIVE ORDER

This Stipulation and Proposed Protective Order (“Stipulation” or “Protective Order”) is entered into by and among: (i) AN Global LLC and AgileThought, Inc. as debtors and debtors-in-possession (“Debtors”); and (ii) KPMG LLP (“KPMG” and with the Debtors, the “Parties”).

WHEREAS, the Parties hereby stipulate, by and through their respective attorneys of record, subject to approval by the United States Bankruptcy Court for the District of Delaware (the “Court”), to entry of the following Protective Order:

1. This Stipulation shall apply to any information, document or thing that has been or will be formally or informally produced in discovery or otherwise disclosed (the “Discovery Materials”) in connection with the Debtors’ Chapter 11 cases. Discovery Materials shall include, without limitation, testimony adduced at depositions; answers to interrogatories and requests for admission; documents and things produced in discovery, pursuant to a Rule 2004 examination

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request, or voluntarily or pursuant to any other type of request; and documents and things provided pursuant to subpoena in connection with the Debtors' Chapter 11 cases. Discovery Materials shall also include all information, filings, documents, and things derived from, based on or incorporating any of the foregoing material.

2. This Stipulation governs the production or provision of Discovery Materials and does not affect, amend or modify any existing confidentiality agreements, protective orders, or other agreements applicable to the Parties, and nothing in this Stipulation shall constitute a waiver of any rights under such agreements or orders.

Designation of Discovery Materials as Confidential.

3. Any Party or non-Party providing Discovery Materials (the "Designating Party") may designate as "Confidential" that portion of any Discovery Material produced or disclosed in connection with the Debtors' Chapter 11 cases (whether or not the Designating Party is the Party that produced or disclosed those Discovery Materials) that the Designating Party in good faith believes meets the criteria in paragraph 4 below, provided that Confidential Information shall not include:

- (a) information that is at any time independently conceived, developed, or discerned by the Receiving Party (as defined in paragraph 6 below) without use of or reliance upon any Discovery Materials;
- (b) information that was, prior to disclosure, rightfully in the possession of the Receiving Party and not otherwise subject to a duty of confidentiality;
- (c) information that is or later becomes publicly available; and
- (d) information that was, is, or becomes public knowledge, other than in violation of this Protective Order or any other known legal obligation.

4. A Designating Party may designate as "Confidential" any Discovery Materials, or any portion(s) thereof, that are proprietary or commercially sensitive, contain private personal

information, contain non-public financial information, or are subject to protection under applicable contract, law or regulation (“Confidential Information”). Confidential Information includes, but is not limited to, the following types of information:

- (a) non-public information that is of a personal nature;
- (b) non-public information that is of a business, financial, or commercial nature;
- (c) non-public information that constitutes confidential research or business development, confidential technical information and data, or trade secrets;
- (d) non-public information relating to finances, employee compensation or taxes concerning one or more of the Parties, its affiliates, employees, or clients;
- (e) information that is not generally known to persons other than the Designating Party and its representatives, agents, employees, and affiliates or others with a duty to keep such information confidential, including, without limitation, information about products, processes, operations, computer programs, marketing, business plans, accounting records, customer lists, supplier lists, formulae, collection, tabulation and analyses of data, materials, audit working papers, plans, devices, research, and methods of doing business; and
- (f) information that a Party is required by contract, court order, law or regulation to protect from disclosure.

5. Where practicable, the Designating Party shall designate Discovery Materials as Confidential by applying the legend “Confidential” to the Discovery Materials. In the case of data stored in electronic form, the legend shall be printed on the cover or container of the disk, tape or other medium in which the electronic data is produced. If such measures are not practicable, the Designating Party shall designate the Discovery Materials as Confidential through other feasible means. Where the Designating Party was not the Party that produced or disclosed the Discovery Materials, the Designating Party shall designate Discovery Materials as Confidential by written notice to the other Parties. During the course of any deposition, any Party may designate testimony, portions thereof, and/or exhibits introduced or discussed during the deposition as Confidential Information or Attorneys’ Eyes Only Information, and such testimony

and/or exhibits shall be appropriately marked and bound separately. All depositions shall presumptively be treated as Confidential Information and subject to this Stipulation during the deposition and for a period of twenty (20) business days after a final transcript of said deposition is received by counsel for each of the Parties, after which time the Confidential Information designation shall expire, except that any testimony and/or exhibit marked as Confidential Information or Attorneys' Eyes Only Information during the course of the deposition or subsequently designated as such during this period and not thereafter de-designated shall remain Confidential Information. Upon review of the final transcript, any Party may de-designate or designate any portions of the transcript as Confidential Information or Attorneys' Eyes Only Information, subject to the guidelines established in this paragraph 5 as well as paragraphs 4 and 7 herein.

Non-Disclosure of Confidential Information.

6. Confidential Information shall be maintained in confidence and shall not be shared by any Party that receives the Confidential Information (the "Receiving Party") with any person other than:

- (a) outside counsel for the Parties (at which time such counsel will be deemed a Receiving Party) and their legal, clerical or support staff working under such counsel's supervision, including temporary or contract staff;
- (b) the Receiving Party's officers, directors, trustees, partners, members, agents, or employees whose review of the Confidential Information is necessary (as determined in the reasonable discretion of the Receiving Party) in connection with the Debtors' Chapter 11 cases;
- (c) expert witnesses or consultants who are employed or retained by the Receiving Party or its counsel in connection with the Debtors' Chapter 11 cases, provided that counsel, in good faith, requires their assistance, and further provided that any report created by such expert or consultant relying on or incorporating Confidential Information in whole or in part shall be designated as Confidential Information by the Party responsible for its creation;

- (d) any author or original recipient of the Confidential Information;
- (e) noticed deponents and disclosed witnesses in connection with the Debtors' Chapter 11 cases, where such disclosure is reasonably necessary for the purposes of deposition or trial preparation;
- (f) the United States Bankruptcy Court for the District of Delaware (the "Court") and its personnel, subject to paragraph 10 below;
- (g) professional vendors of litigation services to whom disclosure is necessary in connection with the Debtors' Chapter 11 cases, including depositions videographers, reporters and their staffs;
- (h) any other person, with the express written authorization of the Designating Party, or upon order of the Court;
- (i) Partners, directors, officers, employees, agents, and attorneys of Blue Torch Capital LP who that are signatories to or who otherwise agree in writing pursuant to Exhibit A to be bound by this Order, including their respective partners, directors, officers, employees, and agents;
- (j) The Office of the United States Trustee ("U.S. Trustee");
- (k) any mediators and their staffs retained in connection with these Chapter 11 cases; and
- (l) any other person or entity with respect to whom the Designating Party may consent in writing or on the record at a deposition.

All such persons provided with Confidential Information by a Receiving Party shall be informed by the Receiving Party of the confidentiality of such information.

7. Attorneys' Eyes Only. Notwithstanding the other provisions of this Stipulation, including paragraph 6, a Designating Party may designate certain Confidential Information as "Attorneys' Eyes Only Information," in which case such Confidential Information may be viewed by persons described in paragraphs 6(a), (c)-(g),(i) and (k), subject to paragraph 10, but may not otherwise be disclosed. "Attorneys' Eyes Only Information" means that subset of Confidential Information, as defined in paragraph 4 above, which would not normally be disclosed to the Parties or to the public at large, would be maintained in confidence and that the

Designating Party in good faith believes is so personally, economically, or competitively sensitive that disclosure would materially affect or threaten injury to personal, business, commercial or financial interests. Such Attorneys' Eyes Only Information includes, but is not limited to, trade secrets or other highly sensitive personal, financial, commercial or proprietary research and development information. The requirements of paragraphs 3(a)-(d) and 5 above are hereby incorporated by reference and will apply to such Attorneys' Eyes Only Information produced in connection with the Debtors' Chapter 11 cases, except that the marking shall state: "Confidential – Attorneys' Eyes Only."

8. Depositions. During any deposition or interview, if counsel for any Party reasonably believes that any answer to a question will result in the disclosure of Confidential Information or Attorneys' Eyes Only Information, counsel may require that all persons other than the reporter, counsel, and individuals entitled to view the Confidential Information or Attorneys' Eyes Only Information, as the case may be, leave the room during the relevant portion of the deposition or interview.

9. Acknowledgment and Agreement. Confidential Information (including, but not limited to, Confidential Information designated as Attorneys' Eyes Only Information) may be shown to persons described in paragraphs 6(c), (e), (g), (h), and (i) (but who do not otherwise fall within paragraphs 6(a)-(b), (d), (f)) (the "Permitted Acknowledgement Recipients") only on the condition that counsel for a Receiving Party first provide a copy of this Protective Order to such person(s) and such person(s) first execute an Acknowledgment and Agreement in the form annexed as Exhibit A hereto prior to receiving such materials.

10. Filing Of Confidential Information. Any Party filing Confidential Information or Attorneys' Eyes Only Information with the Court shall file the document under seal as a

restricted document in accordance with Del. Bankr. L.R. 9018-1 and any applicable Chambers Procedures. The filing party shall comply fully with the requirements of Del. Bankr. L.R. 9018(d), including, but not limited to, filing of a motion requesting permission to seal the document. The filing party shall file a publicly viewable redacted form of the document in accordance with Del. Bankr. L.R. 9018-1 and any applicable Chambers Procedures which form shall redact all content that any party asserts is Confidential Information. The mere inclusion in a paper or pleading of factual information derived from documents or things marked “Confidential Information - Subject to Protective Order” or “Attorneys' Eyes Only Information - Subject to Protective Order” will not require that paper or pleading to be filed under seal if the Designating Party agrees in writing prior to the filing of the paper or pleading that the factual information actually contained in that paper or pleading would not itself be properly subject to such designation. If a filing party and the Designating Party cannot resolve a dispute regarding the inclusion in a paper or pleading of facts from documents or things marked “Confidential Information - Subject to Protective Order” or “Attorneys' Eyes Only Information - Subject to Protective Order”, then the procedures of this paragraph requiring Confidential Information or Attorneys' Eyes Only Information to be filed under seal shall be followed with respect to any such paper or pleading.

11. Disclosure in Court Proceeding. Counsel shall confer on such procedures as are necessary to protect the confidentiality of Confidential Information or Attorneys' Eyes Only Information used in the course of any court proceeding in connection with the Debtors' Chapter 11 cases, and in the event counsel cannot agree on such procedures, the question shall be submitted to the Court for resolution. The U.S. Trustee shall be permitted to consult with the

Parties or the Court in connection with such procedures or the exposure of particular Confidential Information or Attorneys' Eyes Only Information.

12. Disclosure Required by Law. In the event that a Receiving Party or a Permitted Acknowledgement Recipient is required, by interrogatories, subpoena, civil investigative demand, demand or inquiry from a regulatory body or agency, or similar legal process or applicable law or regulation, to disclose any Confidential Information or Attorneys' Eyes Only Information received from a Designating Party, it is agreed that the Receiving Party or Permitted Acknowledgement Recipient, if so entitled given the nature of the legal process, demand, or request at issue, will provide all of the Parties with prompt notice of such event so that one or more of the Parties may seek a protective order or other appropriate remedy or, with the consent of all of the Parties, waive compliance with the applicable provisions of this Stipulation. In the event that one or more of the Parties determines to seek such protective order or other remedy, the Receiving Party or Permitted Acknowledgement Recipient shall not disclose the Confidential Information or Attorneys' Eyes Only Information at issue in response to the relevant legal process, demand, or request, if so entitled under applicable law, during the pendency of the request for such protective order or other remedy. In the event such protective order or other remedy is not obtained and disclosure of Confidential Information or Attorneys' Eyes Only Information is required under law, or all of the Parties grant a waiver hereunder, the Receiving Party or Permitted Acknowledgement Recipient (i) may, without liability hereunder, furnish that portion (and only that portion) of the Confidential Information or Attorneys' Eyes Only Information that the Receiving Party or Permitted Acknowledgement Recipient is legally required to disclose, and (ii) will exercise its commercially reasonable efforts to have confidential treatment accorded to the Confidential Information and Attorneys' Eyes Only

Information so furnished. Nothing herein shall be construed as requiring the Receiving Party or anyone else covered by this Order to challenge or appeal any order directing production of Confidential Information or Attorneys' Eyes Only Information covered by this Protective Order, or to subject himself or itself to any penalties for non-compliance with any legal process or order, or to seek any relief from this Court. To the extent that Confidential Information or Attorneys' Eyes Only Information is sought from the U.S. Trustee pursuant to any request under the Freedom of Information Act, the Privacy Act, or other applicable law requiring disclosure, or informal requests from other government agencies, prior to the disclosure of any Confidential Information or Attorneys' Eyes Only Information, the U.S. Trustee shall provide all of the Parties with prompt written notice to give the Designating Party an opportunity to object to the disclosure of such Confidential Information or Attorneys' Eyes Only Information. If the Parties do not object within seven days of the date of the U.S. Trustee's written notice, then the U.S. Trustee may disclose the Confidential Information or Attorneys' Eyes Only Information. If any of the Parties objects, then the U.S. Trustee will not disclose the Confidential Information or Attorneys' Eyes Only Information until either (a) a consensual resolution is reached or (b) the Parties obtain relief from the Court.

13. No Waiver. The failure to designate any Discovery Materials as Confidential or Attorneys' Eyes Only does not constitute a waiver of such claim. If at any time any of the Parties determines or realizes that certain testimony or some portion of Discovery Materials that was previously produced should be designated as Confidential Information or Attorneys' Eyes Only Information, that Party may notify all of the other Parties in writing, and such designated testimony or portion of Discovery Materials will thereafter be treated as Confidential Information or Attorneys' Eyes Only Information under the terms of this Stipulation, provided

that the Party designating the Confidential Information or Attorneys' Eyes Only Information shall, at its cost, provide the other Parties with substitute copies, bearing the appropriate legend, of any such Discovery Materials. If such information has been disclosed by a Receiving Party or a Permitted Acknowledgement Recipient between the time of production or receipt of the transcript containing the testimony and the time at which a Designating Party gives notice that the Discovery Materials are to be designated as Confidential Information or Attorneys' Eyes Only Information, such disclosure does not constitute a violation of this Protective Order.

14. Disputes over Designation of Discovery Materials. In the event that any Party objects to any designation of testimony or Discovery Materials as Confidential Information or Attorneys' Eyes Only Information (the "Objecting Party"), the Objecting Party shall notify the other Parties in writing, stating the grounds of the objection. The Parties shall meet and confer in good faith within a reasonable time following the Designating Party's receipt of an objection from the Objecting Party to attempt to resolve the objection, at the end of which the Objecting Party may seek a ruling from the Court pursuant to the Court's rules and procedures that such information should not be treated as Confidential Information or Attorneys' Eyes Only Information. No Confidential Information or Attorneys' Eyes Only Information shall be filed in the public record prior to such a determination by the Court.

15. Inadvertent Production. In the event that any Party inadvertently produces any material that it determines is privileged or otherwise immune from discovery, in whole or in part, pursuant to the attorney-client privilege, work product doctrine, common interest doctrine, or any other applicable privilege or protection from disclosure (the "Clawback Party"), such materials ("Protected Information") may be retrieved by the Clawback Party by giving written notice to the other Parties receiving such Protected Information. Inadvertent production of Protected

Information shall not be deemed a waiver of, or estoppel as to, any claim asserted by the Clawback Party that the materials in question constitute Protected Information. Upon receipt of written notice that a Clawback Party intends to retrieve Protected Information, the other Parties or any other persons (including, without limitation, persons described in paragraph 6(a)-(c), (h)-(j)) who have received a copy of the Protected Information shall immediately cease from reviewing such Protected Information and shall promptly destroy or return all copies of such Protected Information to the Clawback Party, including any notes, summaries, or other work product reflecting such Protected Information. The terms of this paragraph shall not be deemed a waiver of the other Parties' right to challenge the Clawback Party's designation of materials as Protected Information (provided, however, that any such challenge to the designation may be made only following the return of such identified documents to the Clawback Party). The Parties and any other persons (including, without limitation, persons described in paragraph 6(a)-(c), (h)-(j)) who have received a copy of the Protected Information shall not use any inadvertently produced Protected Information, or information gleaned exclusively from any inadvertently produced Protected Information, in connection with the Debtors' Chapter 11 cases or any other actions or proceedings. Pursuant to the agreement of the Parties under Fed. R. Evid. 502(e) and by Protective Order of this Court under Fed. R. Evid. 502(d), no disclosure, production, or exchange of Discovery Materials in this case shall constitute a waiver of any applicable attorney-client privilege, any applicable work product protection or any other privilege or protection in this or any other federal or state proceeding under any circumstances.

16. No Bar Against Seeking Further Protection. Nothing in this Stipulation shall be construed as preventing any Party from seeking further protection for or disclosure of any Discovery Material.

17. No Admission Regarding Admissibility or Relevancy. Nothing in this Stipulation shall be construed to affect in any way the admissibility or relevance of any Discovery Material or other evidence.

18. No Bar to Use of Party's Own Discovery Material. This Stipulation has no effect on, and shall not apply to, a producing Party's use or disclosure of its own Discovery Material.

19. Binding Effect. The Parties agree to submit this Stipulation for entry by the Court and to be bound by its terms while awaiting its entry by the Court. The provisions of this Protective Order shall, absent written consent of all of the Parties or further order of the Court, continue to be binding throughout the conclusion of the Debtors' Chapter 11 cases and any related litigation or proceedings, including without limitation any appeals therefrom. Within sixty (60) calendar days after receiving notice of entry of an order, judgment, or decree finally disposing of the last of the Debtors' Chapter 11 cases and any related litigation or proceedings, including the exhaustion of all possible appeals and other review, the Parties, as well as any person (including, without limitation, persons described in paragraph 6(a)-(c),(h)-(j)) who received a copy of Confidential Information or Attorneys' Eyes Only Information, shall, upon written request by any Designating Party, either (i) return all Confidential Information and Attorneys' Eyes Only Information and all copies thereof (including summaries and excerpts and including all such material provided by a Party to any other persons, whether or not in accordance herewith) to counsel for the Party that produced or disclosed such materials, or (ii) destroy or cause to be destroyed all Confidential Information and Attorneys' Eyes Only Information. As to Confidential Information that has been received electronically and that cannot be returned, deleted, or destroyed, the recipient must take reasonable measures to ensure that unauthorized persons do not have access to Confidential Information and Attorneys' Eyes Only

Information present on the recipient's computer, server, or any backup media. Notwithstanding the foregoing, counsel to any Party shall be entitled to retain court papers, deposition and court transcripts, and work product prepared by the Receiving Party or its Permitted Acknowledgement Recipients, including, without limitation, analyses, studies, summaries, or other documents or materials ("Work Product"), that refer to or relate to Confidential Information and Attorneys' Eyes Only Information, provided that the Receiving Party must take reasonable measures to ensure that unauthorized persons do not have access to Work Product that refers to or relates to Confidential Information and Attorneys' Eyes Only Information. All right, title and interest in the Confidential Information and Attorneys' Eyes Only Information shall remain with the Designating Party, except for Work Product that contains Confidential Information and Attorneys' Eyes Only Information, which shall remain subject to this Agreement even after the expiration of this Protective Order. Additionally, the Parties and Permitted Acknowledgement Recipients shall be entitled to maintain Confidential Information or Attorneys' Eyes Only Information to the extent required by law, rule or regulation (including regulations of a stock exchange or a self-regulatory body), or internal document retention policies; provided, however, that such information shall remain subject to the terms of this Protective Order.

20. Notice. Notice required or permitted to be given for any purpose under this Protective Order shall be delivered to the following Parties in writing by electronic mail and U.S. Mail as follows: (i) Debtors, by and through their counsel, Grant & Eisenhofer P.A., 485 Lexington Avenue, 29th Floor, New York, New York 10017 (Attn: Gordon Z. Novod; gnovod@gelaw.com); (ii) KPMG, by and through its counsel, Foley & Lardner LLP, 90 Park Ave, 37th Floor, New York, NY 10016 (Attn: Kevin A. Burke; kevin.burke@foley.com) and

Ballard Spahr LLP, 919 N. Market St., 11th floor, Wilmington, DE 19801 (Attn: Laurel D. Roglen; roglenl@ballardspahr.com). These designations can be changed by providing notice to the Parties in writing by electronic mail and U.S. Mail in accordance with this paragraph.

21. Continuing Jurisdiction. The Court retains exclusive jurisdiction to enforce, modify, or vacate all or any portion of this Protective Order upon appropriate motion by a party in interest. Nothing herein shall preclude any party from seeking to amend or modify the terms of this Protective Order upon appropriate motion and order of the Court.

22. Remedies for Breach. A Receiving Party acknowledges that irreparable damages would occur to a Designating Party if Confidential Information or Attorneys' Eyes Only Information were disclosed in violation of this Stipulation and the accompanying Protective Order, and that remedies at law for any actual or threatened breach by the Receiving Party shall be inadequate and that the Designating Party will be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Stipulation.

23. Advice of Counsel. Nothing herein shall prevent or otherwise restrict counsel from rendering advice to their clients in connection with the Debtors' Chapter 11 cases and, in the course thereof, relying on examination of Discovery Materials provided that the restrictions.

24. Counterparts. This Stipulation may be executed in multiple counterparts. The Parties agree that their respective signatures will be effective and a counterpart containing an electronic copy of the signature page shall have the same force and effect as an original.

Dated: December 20, 2024

BALLARD SPAHR LLP

By: /s/ Laurel D. Roglen
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and

FOLEY & LARDNER LLP

Kevin A. Burke (Motion seeking admission *Pro Hac Vice* to be filed)
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Counsel to KPMG LLP

GRANT & EISENHOFER P.A.

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Special Counsel for AN Global, LLC, Agile Thought, Inc., and the jointly administered Debtors and Debtors-in-Possession

**IN THE UNITED STATES BANKRUPTCY COURT
OF THE DISTRICT OF DELAWARE**

In re

AN GLOBAL LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 23-11294 (JKS)

(Jointly Administered)

EXHIBIT A

ACKNOWLEDGMENT & AGREEMENT

I, _____, declare under penalty of perjury, the following:

I reside at the City/County of _____ and State of _____;

I have read the annexed Protective Order, dated _____, 2024, in the above-captioned matters.

I am fully familiar with and agree to comply with and be bound by the provisions of that Protective Order and consent to the jurisdiction of the United States Bankruptcy Court for the District of Delaware for the limited purposes of enforcing its terms.

I will not divulge to persons other than those specifically authorized by the Protective Order, and will not copy or use, except solely in connection with the Debtors' chapter 11 cases, any information designated as Confidential or Attorneys' Eyes Only.²

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Signed: _____ Printed Name: _____ Date: _____

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² Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Protective Order.