CEPHAS LABS

Mutual Non-Disclosure Agreement

Prepared for Sample Company Pty Ltd | 9 November 2026 | Ref SAMPLE

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of [EFFECTIVE DATE] (the "Effective Date") between:

- **[PARTY A LEGAL NAME]**, a [PARTY A ENTITY TYPE] with its principal office at [PARTY A ADDRESS] ("Party A"); and
- **[PARTY B LEGAL NAME]**, a [PARTY B ENTITY TYPE] with its principal office at [PARTY B ADDRESS] ("Party B").

Party A and Party B are each a "Party" and together the "Parties". Each Party may disclose information (as "Discloser") and receive information (as "Recipient") under this Agreement.

1. Purpose

The Parties wish to exchange certain confidential information for the purpose of [DESCRIPTION OF PURPOSE] (the "Purpose"). This Agreement sets out the terms on which that information is disclosed and protected.

2. Definitions

"Confidential Information" means any non-public information disclosed by or on behalf of the Discloser to the Recipient, in any form, that is marked or identified as confidential or that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure. It includes, without limitation:

- business plans, pricing, financial information, forecasts and strategies;
- customer, supplier and personnel information;
- technical information, designs, specifications, source code, data and know-how;
- the existence and terms of this Agreement and of the discussions between the Parties.

"Representatives" means a Party's directors, officers, employees, professional advisers, contractors and affiliates who need to know the Confidential Information for the Purpose.

3. Exclusions

Confidential Information does not include information that the Recipient can show by written records:

1. is or becomes publicly available other than through a breach of this Agreement;
2. was lawfully known to the Recipient before disclosure, free of any duty of confidence;
3. is lawfully received from a third party who is not under a duty of confidence in respect of it; or
4. is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information.

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4. Obligations of the Recipient

The Recipient shall:

1. use the Confidential Information solely for the Purpose;
2. keep the Confidential Information confidential and protect it with at least the same degree of care it uses for its own confidential information, and in no case less than reasonable care;
3. not disclose the Confidential Information to any person other than its Representatives who are bound by confidentiality obligations no less protective than those in this Agreement;
4. not copy, reverse engineer, decompile or disassemble any Confidential Information except as strictly necessary for the Purpose; and
5. notify the Discloser promptly on becoming aware of any unauthorised use or disclosure, and cooperate reasonably to limit its effect.

The Recipient is responsible for any breach of this Agreement by its Representatives.

5. Compelled Disclosure

If the Recipient is required by law, court order or a competent regulatory authority to disclose Confidential Information, it may do so provided that, where legally permitted, it gives the Discloser prompt written notice, discloses only the portion legally required, and cooperates with any reasonable effort by the Discloser to obtain protective treatment.

6. Return and Destruction

Within [RETURN PERIOD IN DAYS] days of a written request from the Discloser, or on termination of this Agreement, the Recipient shall return or securely destroy all Confidential Information in its possession or control and, if requested, confirm in writing that it has done so. The Recipient may retain copies to the extent required by law or held in routine backup systems, provided those copies remain subject to this Agreement for as long as they are held.

7. No Licence and No Warranty

All Confidential Information remains the property of the Discloser. Nothing in this Agreement grants the Recipient any licence or other right in the Discloser's intellectual property, except the limited right to use the Confidential Information for the Purpose. Confidential Information is provided "as is" and the Discloser gives no warranty as to its accuracy or completeness.

8. No Obligation to Proceed

Nothing in this Agreement obliges either Party to disclose any particular information, to enter into any further agreement, or to proceed with any transaction. Each Party remains free to pursue similar opportunities with others, provided it does not breach this Agreement.

9. Term and Survival

This Agreement begins on the Effective Date and continues for [TERM IN MONTHS] months unless terminated earlier by either Party on [NOTICE PERIOD IN DAYS] days' written notice. The Recipient's obligations in respect of Confidential Information disclosed during the term survive for [SURVIVAL PERIOD IN YEARS] years after expiry or termination, and for trade secrets continue for

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as long as the information remains a trade secret under applicable law.

10. Remedies

Each Party acknowledges that damages alone may not be an adequate remedy for a breach of this Agreement. The Discloser is entitled to seek injunctive relief, specific performance or other equitable relief, in addition to any other remedy available at law, without having to prove special damage.

11. General

- **Entire agreement.** This Agreement is the entire agreement between the Parties on its subject matter and supersedes all prior discussions and understandings about it.
- **Amendment and waiver.** Any amendment or waiver must be in writing and signed by both Parties. A failure or delay in exercising a right is not a waiver of that right.
- **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.
- **Severability.** If any provision is held unenforceable, the remaining provisions continue in full force.
- **Notices.** Notices must be in writing and sent to the addresses stated above or to [NOTICE EMAIL ADDRESS], or to such other address as a Party notifies.
- **Counterparts.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

12. Governing Law and Disputes

This Agreement is governed by the laws of [GOVERNING JURISDICTION]. The courts of [COURT LOCATION] have exclusive jurisdiction over any dispute arising out of or in connection with it, except that either Party may seek urgent injunctive relief in any court of competent jurisdiction.

Signatures

Signed by the authorised representatives of the Parties on the dates shown below.

[PARTY A LEGAL NAME]	**[PARTY B LEGAL NAME]**
Name: [PARTY A SIGNATORY NAME]	Name: [PARTY B SIGNATORY NAME]
Title: [PARTY A SIGNATORY TITLE]	Title: [PARTY B SIGNATORY TITLE]
Date: [PARTY A SIGNATURE DATE]	Date: [PARTY B SIGNATURE DATE]
Signature: [PARTY A SIGNATURE]	Signature: [PARTY B SIGNATURE]

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