

# MUTUAL CONFIDENTIALITY AGREEMENT

DATE: 26/02/2026

PARTY 1

NAME

ABN

ADDRESS

PARTY 2

**Clinical Trials Institute**

**ABN 416 681 483 01**

*Jointly known as the 'Parties'*

This letter is to confirm that we agree to exchange certain information (“**Confidential Information**”) concerning a possible relationship involving the provision of certain services (the “**Permitted Purpose**”) and ensure that the information is treated as strictly secret and confidential between the Parties.

Confidential Information includes:

- (a) information we actually disclose to each other, whether directly or through our employees or consultants;
- (b) product information, trial protocols and investigator brochures; and
- (c) any further information generated about the information we provide in carrying out the Permitted Purpose.

These obligations apply irrespective of the form of the Confidential Information.

The obligations do not apply to Confidential Information which:

- (a) is in or comes into the public domain in any way without breaching our respective obligations;
- (b) was in the possession of the party receiving it as evidenced by written records, before it received the information from the other party;
- (c) was received from a third party without restrictions as to disclosure or use and the third party had no duty of confidence in relation to the information from any other third party (including the other party);
- (d) is independently developed by the employees of the party receiving the information, being employees to whom the Confidential Information has not been disclosed or made available.

We each agree that as to the other party's Confidential Information we will:

- (a) keep and maintain that information in secret and in confidence;
- (b) only use that information for the purpose of the Permitted Purpose and not for any other purpose unless otherwise agreed in writing;
- (c) not copy or put in writing any of the information except as may be reasonably necessary for the purposes of the Permitted Purpose;
- (d) not disclose that information to any person or permit any person to have access to or to inspect it except for our employees where the disclosure is necessary for the purposes of the Permitted Purpose and then only on a "needs to know" basis, with that recipient fully recognising that it is responsible for those persons maintaining the confidentiality of that information; and
- (e) maintain the information with at least reasonably prudent care and no less than the same degree of care and skill as we maintain our own confidential information.

We each also recognise that this does not restrict the disclosure of Confidential Information if we must do so to comply with an applicable law or legally binding order of a court, government, semi-government authority, or administrative or judicial body.

Any disclosure otherwise than in accordance with the foregoing will require the prior written consent of the other party.

If either of us proposes to make a material disclosure of the other party's Confidential Information either because we are legally obliged to or because we do not think we are required to treat it as confidential, then we must use reasonable efforts to give the other party prior notice with full details of the circumstances of the proposed disclosure and of the relevant information to be disclosed, so as to give the other party a reasonable opportunity to challenge or restrain that proposed disclosure in a court of law or other appropriate body.

Either of us may request return or (at the option of the provider of the Confidential Information) destruction of our respective Confidential Information at any time. When either of us receives that request, we must return promptly or destroy, as directed, all the other party's Confidential Information, although if necessary a single copy may be retained in our records. Even when the information is returned or the Permitted Purpose is completed, we continue to be bound by the obligations of confidentiality set out in this letter.

We each reserve all rights in our Confidential Information and there are no rights or obligations granted or to be implied except those expressly contained in this letter.

All intellectual property rights in the Confidential Information (including copyright, design and patent rights) disclosed by the other party or generated from the other party's information in carrying out the Permitted Purpose are the exclusive property of and will remain the exclusive property of that party.

Executed as an agreement in accordance with the Corporations Act 2001 (Australia)

**Signed by the duly authorised officer of Party 1**

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**Signed by the duly authorised officer of Party 2**