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NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into as of 01 Jan 2025 by and between:

ProbioWorld Group Pty Ltd., a registered company (ACN:679 003 653 / ABN:68 679 003 653) and its subsidiaries (ProbionalytiX Laboratories & ProbioWorld Consulting), organized and existing under the laws of Victoria/Australia, (hereinafter referred to as the "Disclosing Party"),

And

..... **[Name]** of **[Address]**
(hereinafter referred to as the "Receiving Party"). Collectively, the Disclosing Party and the Receiving Party are referred to as the "Parties" and individually as a "Party."

1. PURPOSE

The Disclosing Party intends to disclose certain confidential and proprietary information (the "Confidential Information") to the Receiving Party or *vice versa* for the purpose of rendering formulation/manufacturing/analytical services.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" means all information, whether written, oral, electronic, or in any other form, that is disclosed or made available by the Disclosing Party to the Receiving Party or *vice versa*, which is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, formulations, technical data, research, products, software, services, development, inventions, processes, designs, drawings, marketing, finances, and other business information.

3. OBLIGATIONS OF THE PARTIES

The Parties agree to:

- a. Keep the Confidential Information confidential and not disclose it to any third party without the prior written consent of the Disclosing Party;
- b. Use the Confidential Information solely for the Purpose for which it was disclosed;
- c. Take all reasonable measures to protect the confidentiality and avoid unauthorised use of the Confidential Information, including at least the same degree of care as the Receiving Party employs to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care;



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d. Restrict disclosure of the Confidential Information to those of its employees, agents, or representatives who have a need to know such information for the Purpose and who are bound by confidentiality obligations at least as restrictive as those contained herein.

4. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information does not include information that:

- a. Is or becomes generally known to the public through no breach of this Agreement by the Receiving Party;
- b. Was rightfully in the Receiving Party's possession at the time of disclosure, without restriction as to use or disclosure;
- c. Is received from a third party without breach of any obligation of confidentiality;
- d. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

5. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon termination or expiration of this Agreement, or upon request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including all copies thereof, and certify in writing to the Disclosing Party that it has complied with this obligation.

6. NO LICENSE

Nothing in this Agreement shall be construed as granting any rights, by license or otherwise, to the Receiving Party in any of the Disclosing Party's Confidential Information, except as expressly set forth herein.

7. TERM

This Agreement shall remain in effect for a period of 5 years from the date first above written. The obligations of confidentiality with respect to the Confidential Information shall survive the termination or expiration of this Agreement for a period of 10 years.

8. REMEDIES

The Receiving Party acknowledges that any breach or threatened breach of this Agreement may cause irreparable harm to the Disclosing Party for which damages may not be an adequate remedy, and the Disclosing Party shall be entitled to seek equitable relief, including an injunction, in addition to any other rights and remedies available at law or in equity.

9. MISCELLANEOUS

- a. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.



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b. This Agreement may not be amended or modified except by a written instrument signed by both Parties.

c. If any provision of this Agreement is found to be unenforceable or invalid, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

d. This Agreement shall be governed by and construed in accordance with the laws of Victoria/Australia, without regard to its conflict of law principles.

e. Any disputes arising out of or related to this Agreement shall be resolved in the courts of Victoria/Australia, and the Parties consent to the exclusive jurisdiction of such courts.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

[Recipient Company] _____

NAME: _____

By (sign and Date): _____

Title: _____

ProbioWorld Group Pty Ltd.

By: _____

Name: Dr Kayode Adu

Title: Technical Director