

MISONICS PTY LTD · ABN 50 659 454 681

Mutual Non-Disclosure Agreement

Version 7 September 2026

Between Misonics Pty Ltd (ABN 50 659 454 681) of 4527 G, 470 St Kilda Road, Melbourne VIC 3004 (Misonics) and the party named in the Schedule (the Customer). Each of them is a Party; either may be a Discloser or a Recipient.

Purpose. The Parties are exchanging information so that Misonics can assess the Customer's cleaning application, run trials, quote, supply, install, service or rent equipment, chemistry and filtration, and so the Customer can evaluate that supply (the Purpose).

1. What is confidential

Confidential Information is any information a Party discloses to the other in connection with the Purpose, in any form, that is marked confidential or that a reasonable person would treat as confidential. For the Customer it includes drawings, part designs and numbers, materials, contamination and process data, volumes, suppliers, customers, site and production information, and the fact that it is dealing with Misonics. For Misonics it includes quotations, proposals, designs, drawings, sizing, chemistry and process recommendations, process cards, trial protocols and reports, pricing, supplier and know-how information.

Confidential Information does not include information that is or becomes public other than through a breach of this Agreement; that the Recipient already held without a duty of confidence; that it receives lawfully from someone else free to disclose it; or that it develops independently without using the Discloser's information.

2. What each Party must do

Keep the other's Confidential Information confidential and protect it with at least the care it uses for its own. Use it only for the Purpose. Disclose it only to its own officers, employees, contractors and professional advisers who need it for the Purpose and are bound to keep it confidential, and be responsible for them. Not copy, reverse-engineer or analyse the other's samples, equipment, chemistry or documents except as the Purpose requires. Not use Misonics' quotations, proposals, specifications, process recommendations or trial results to obtain quotations from, prepare a specification or tender for, or have equipment or a process built or supplied by, anyone else. Return or destroy the other's Confidential Information within 14 days of a written request, keeping only what the law or a bona fide records policy requires, which stays confidential.

A Recipient may disclose Confidential Information where the law or a court requires it, after giving the Discloser as much notice as the law allows and disclosing only what is required.

3. Naming the Customer, and case studies

Misonics will not use the Customer's name, logo, site or identifiable images of its premises or people in marketing, case studies, references, social media or tenders unless the Customer has ticked the permission in the Schedule or later agrees in writing. Where this Agreement is signed, it replaces the naming permission in clause 13 of Misonics' Terms and Conditions of Sale.

Case studies are the Customer's choice. Unless the Customer has ticked in the Schedule that no case study is permitted, the Customer agrees that Misonics may photograph and describe the parts it cleans or trials, the contamination, the equipment, chemistry and process used, and the results, and may publish that material as an anonymised case study, provided it does not identify the

Customer, does not show drawings, part numbers, markings or information the Customer has identified as confidential, and does not show people. Where the Customer ticks that no case study is permitted, Misonics will publish nothing about the Customer's parts, process or results, in any form. The Customer may withdraw a permission it has given, for future publications, by written notice; material already published may remain.

4. Samples, trials and results

Parts and samples the Customer sends for assessment or trial are supplied at the Customer's risk except for loss or damage caused by Misonics' negligence, with the information and Safety Data Sheets Misonics needs to handle them safely. Misonics owns the trial protocols, process know-how and reports it produces; the Customer receives the report for its own use for the Purpose, subject to clause 2. Neither Party gains any right in the other's intellectual property except the limited right to use Confidential Information for the Purpose.

5. Term and remedies

This Agreement starts on the date it is signed and covers information disclosed in the 3 years after that date. The obligations in clauses 2 and 3 continue for 5 years after each disclosure, and indefinitely for trade secrets and for the Customer-naming restriction in clause 3. Nothing in this Agreement obliges either Party to disclose anything or to proceed with any supply. Because a breach may cause harm that money cannot fully repair, each Party agrees the other may seek an injunction to stop or prevent a breach, in addition to any other remedy. Personal information exchanged is handled in accordance with Misonics' Privacy Policy and the Privacy Act 1988 (Cth).

6. General

This Agreement is the whole agreement between the Parties about confidentiality for the Purpose and can be changed only in writing signed by both. It is governed by the laws of Victoria, Australia, and the Parties submit to the non-exclusive jurisdiction of its courts. It may be signed in counterparts and electronically. Signing online: the Customer may complete and sign this Agreement at misonics.com.au/nda. Misonics offers this Agreement on these terms and is bound by it from the time the Customer's completed and signed copy is submitted there or returned to Misonics by email; Misonics countersigns and returns a copy for the Customer's records within one business day. Neither Party may assign it without the other's consent. If a provision is unenforceable it is severed and the rest continues.

Schedule

Customer (legal name)	
ABN / ACN	
Address	
Contact for confidential matters (name, position, email)	
The application or project	

Naming and case studies — tick ONE:

☐ Misonics may use our company name and logo in case studies, references and marketing.

- ☐ Do not name us, but an anonymised case study of the parts, process and results is permitted (clause 3).
- ☐ No case study at all — not even anonymised. Misonics publishes nothing about our parts, process or results.

Signed

For Misonics Pty Ltd	For the Customer
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date: