

Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement (“Agreement”) is ongoing

Between

All clients of BagMe Product Development Pty. Ltd. (**Party A**)

And

BagMe Product Development Pty. Ltd. ABN: 75 614 562 935 of Level 1, 655 Sherwood Road, Sherwood, Queensland, Australia 4075 (**Party B**)

INTRODUCTION

- A. **Party A** represents a variety of clients designing, developing and producing products for a range of uses and industries including - but not limited to – Outdoor Sports, Travel, Photography, Fashion, Cycling, 4WD and Camping etc.
- B. **Party B** is a Design, Development, Sourcing & Manufacturing company providing support services to a range of clients who are continually sharing creative and innovative ideas that require a professional level of confidentiality.
- C. The Parties are engaged in discussions and/or business cooperation (hereinafter Purpose) for which each party may provide the other party with certain business, financial, technical, and other Confidential Information (as defined below) in good faith and for use solely in connection with the Purpose and compliant with this Agreement.

IT IS AGREED

1. Definitions

Confidential Information means:

- (a) The existence of the discussions in relation to the Purpose;
- (b) all or any information supplied to or received or acquired or observed by one party (the “**Recipient**”) by or from the other (the “**Discloser**”) whether orally, visually or in documentary or electronic form in connection with the Purpose and pertaining to the Discloser including, but not limited to, all documents, sales and operating information, existing and potential business and marketing plans and strategies, manuals, data, research and development plans, financial information, budgets, forecasts, cost and pricing information, data media, customer information such as requirements of the Disclosers’ customers licensees, employees, consultants, contractors, suppliers, manufacturers, know-how, designs, drawings, specifications, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices, and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright, and
- (c) (1) patents, utility models, trademarks, trade names, domain names, designs, (2) rights to inventions, know-how, trade secrets, database rights and confidential technical and non-technical information; (3) copyrights, author's rights, moral rights, mask work rights and rights of publicity; and (4) other industrial, proprietary and intellectual property related rights of any kind whatsoever; whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of

protection which subsist or will subsist now or in the future in any part of the world disclosed or supplied by or on behalf of the Discloser to the Recipient in connection with the Purpose, whether orally, visually or in documentary or electronic form.

The term "Confidential Information" does not include information that:

- (a) Was or becomes generally available to the public other than as a result of disclosure by Recipient in breach of this Agreement;
- (b) was available to Recipient on a non-confidential basis prior to its disclosure to Recipient by Discloser;
- (c) becomes available to Recipient on a non-confidential basis from a source other than Discloser Party; provided that such source is not bound by a confidentiality agreement with Discloser Party or is otherwise prohibited from transferring the information to Recipient by a contractual, legal or fiduciary obligation; or
- (d) is independently developed by Recipient without any use of or benefit from the Confidential Information and such independent development can be documented by Recipient with written records.

2. Disclosure and Use of Confidential Information

In consideration of the Discloser disclosing Confidential Information to the Recipient, the Recipient agrees that:

- (a) The Recipient will use the Confidential Information exclusively in connection with the Purpose, and for no other purpose.
- (b) Recipient agrees to make no other use of the Confidential Information or to incorporate any Confidential Information into any work or product.
- (c) Recipient shall hold all Confidential Information in confidence and with the same degree of care it uses to keep its own similar information confidential, but in no event shall it use less than a reasonable degree of care; and shall not, without the prior written consent of Disclosing Party, disclose such information to any person for any reason at any time; provided, however, it is understood that Recipient may disclose any of the Confidential Information only to such officers, contractors, agents, employees, suppliers, manufacturers, advisers of the Recipient (Recipient's Representatives) who need such information for carrying out their duties in connection with the. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.

3. Return or Destruction of Confidential Information

The Recipient must immediately, on request, at any time requested by the Discloser:

- (a) Return to the Discloser;
- (b) Destroy and certify in writing to the Discloser the destruction of; or
- (c) Destroy and permit a representative of the Discloser to witness the destruction of all the Discloser's Confidential Information, stored in or on any medium in the Recipient's possession or control (including the original medium, copies and that part of notes and other records prepared by the Recipient based on or incorporating any Confidential Information).

4. No warranties

All Confidential Information is provided solely for the purpose of assessing the Purpose and without any representation or warranty (expressed, implied or otherwise) regarding the accuracy, or completeness or fit for purpose of the Confidential Information being given by the Discloser.

5. No Further Rights

The Confidential Information disclosed to the Recipient and all tangible information relating to Confidential Information, including notes, reports and other documents prepared by Recipient in connection with the evaluation of the Purpose, including all copies thereof, are and shall remain the sole property of the Discloser. The Recipient does not hereby and shall not acquire by implication or otherwise any right in or title to or license in respect of the Confidential Information disclosed to it by the other Party.

6. Scope, Term and Termination

This Agreement is intended to cover Confidential Information disclosed by each Party both prior and subsequent to the date hereof. This Agreement may be terminated by either Party by giving the other Party no less than thirty (30) days prior written notice; provided, however, that, notwithstanding anything herein to the contrary, each Party's obligations with respect to each item of the other Party's Confidential Information will survive for a period of two (2) years following the effective date of Termination.

7. No Obligation

Neither Party shall make any commitment or incur any expense or charge for or in the name of the other Party. Neither has any obligation by virtue of this Agreement to procure any products or services from the other party or to proceed with the Purpose. Neither execution nor performance of this Agreement shall be construed or deemed to have established any joint venture or partnership or have created the relationship of principal and agent between the Parties.

8. Governing Law and Venue

This Agreement shall be governed by the laws of Queensland, Australia, without reference to the principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

All disputes, controversies and differences between the Parties and Contractor arising out of or relating to this Agreement, including any question regarding its existence, validity, expiration or termination shall be settled amicably through negotiations in good faith.

In case that such dispute or controversies cannot be settled amicably through negotiations within a ninety (90)-day period, it shall be finally settled under the Rules of Arbitration of the Australian Centre for Dispute Resolution by one arbitrator appointed in accordance with the said Rules. The arbitration shall be held in Brisbane, Australia and the arbitration shall be conducted in the English language. The award or decision made by the arbitral tribunal shall be final and conclusive and have binding effect upon the Parties to the arbitration and may be enforced in the same manner as a judgment or order of a court of competent jurisdiction. The costs of the arbitration shall be fixed and paid as specified in the award.

9. Amendments

This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded or cancelled in whole or in part, except by written instrument signed by the Parties hereto which makes specific reference to this Agreement and which specifies that this Agreement is being modified, amended, rescinded or cancelled. The same shall apply to any waiver of the written form requirement.

10. Severability

If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and

provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein. The invalid or illegal provision shall be replaced by such provision that comes as close as possible to the economic purpose of the invalid or illegal provision. The same shall apply accordingly in case of an omission.

11. Entire Agreement; No Assignment; Counterparts.

This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may not be assigned by Recipient without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed. This Agreement may be executed in several counterparts (t that may be a facsimile, PDF, email), each of which will be deemed an original, and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument.

Executed by:

Party A

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Name: All Clients of Party B

Date: Always

Party B

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Name: Luke Reynolds

Date: Always