

MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement has been made on 24 January 2025, by and between:

Party A

BagMe Product Development Pty. Ltd.

Address: Level 1 655 Sherwood Road, Sherwood, Queensland, Australia, 4075

Vietnam office: 1st Floor, 11 Duong Tran Van Sac, Thu Duc, Ho Chi Minh, Vietnam

Name: Luke Reynolds

Title: Director

Email: luke@bagme.com.au

Phone: +84 708 900 928

Hereinafter referred to as the "BagMe".

Party B

[all BagMe clients]

address:

Name:

Title:

Email:

Phone:

1. Purpose of This Agreement

The parties ("Party A" and "Party B") wish to explore a potential or ongoing business relationship (the "Purpose"), and in doing so, may share confidential information with each other. This Agreement sets out how such information will be protected.

2. Definition of Confidential Information

2.1 Confidential Information means any non-public, proprietary, or sensitive information, in any form (oral, written, electronic, or otherwise), disclosed by one party ("Discloser") to the other ("Recipient") as part of the Purpose.

2.2 It includes, but is not limited to, ideas, designs, concepts, technical data, know-how, inventions, patents, design drawings, business strategies, pricing, sales information, manufacturing processes, and product details.

2.3 Exclusions: Confidential Information does not include information that:

- a) Is or becomes publicly available without breach of this Agreement;
- b) Was known to the Recipient before disclosure;
- c) Is independently developed by the Recipient without reference to the Discloser's Confidential Information; or
- d) Is lawfully obtained from a third party not bound by a confidentiality obligation.

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3. Obligations of Confidentiality

3.1 Use Only for the Purpose

The Recipient shall use the Confidential Information solely for the Purpose and shall not use it for any other purpose without prior written consent from the Discloser.

3.2 Care and Protection

The Recipient will protect the Confidential Information with at least the same level of care it uses for its own confidential information, and in no event less than a reasonable degree of care.

3.3 Limited Sharing

The Recipient may share Confidential Information only with employees, contractors, agents, suppliers, or manufacturers (“Representatives”) who:

- a) Have a need to know such information for the Purpose, and
- b) Are bound by confidentiality obligations no less restrictive than those in this Agreement.

3.4 Third-Party Suppliers

The Recipient will only disclose information necessary to achieve the Purpose and will select suppliers or manufacturers it deems trustworthy.

Where proprietary or patented materials are involved, the Client and the supplier may need to sign a direct NDA to ensure additional protection. The Recipient (e.g., BagMe) is not liable for any breach by a third-party where the Recipient took reasonable steps to ensure confidentiality (e.g., recommended an NDA between Party B and the Supplier, and/or shared only minimal required info)

4. Return or Destruction of Confidential Information

Upon the Discloser’s written request, the Recipient shall promptly return or destroy (and confirm destruction in writing) all Confidential Information and any copies, notes, or other materials containing or referencing the Confidential Information.

5. No Warranty or Grant of Rights

5.1 Accuracy and Completeness

All Confidential Information is provided “as is.” Neither Party guarantees its accuracy, completeness, or fitness for a particular purpose.

5.2 No Transfer of IP

This Agreement does not grant the Recipient any right, license, or interest in the Discloser’s intellectual property or other proprietary rights.

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6. Inventions & Intellectual Property

6.1 Client's Inventions

If the Client discloses any invention, concept, or idea that may be patentable or otherwise, BagMe shall treat such information as Confidential Information under this Agreement and shall not disclose it to third parties without the Client's written consent.

6.2 BagMe's Inventions

If, during the course of providing services to the Client, BagMe (including its contractors or employees) conceives or develops a new idea, invention, concept, or solution (collectively, the "BagMe Invention") that may be patentable or otherwise protectable, BagMe shall retain ownership of such BagMe Invention. Any use, commercialisation, or transfer of ownership of the BagMe Invention to the Client shall require a separate agreement addressing ownership structure, licensing terms, remuneration, or any applicable fees.

6.3 Confidentiality of BagMe Inventions

The Client agrees to keep any BagMe Invention disclosed under this Agreement in the strictest confidence, subject to the same obligations and protections outlined in this Agreement for all other Confidential Information.

6.4 No Implied Rights

Except as expressly stated in a separate, written agreement, no rights, licence, or interest in any invention, concept, design, or other intellectual property is granted or implied by the disclosure of information under this Agreement.

7. Term and Termination

7.1 Effective Period

This Agreement applies to any Confidential Information disclosed before or after the signing date, in connection with the Purpose.

7.2 Termination

Either Party may terminate this Agreement upon thirty (30) days' written notice to the other. Even after termination, each Party's confidentiality obligations remain in effect for two (2) years from the effective termination date (unless otherwise required by law).

8. Liability and Limitations

8.1 No Further Obligations

Neither Party is obligated by this Agreement to enter into a specific transaction or purchase. This Agreement does not create a partnership, joint venture, or agency relationship.

8.2 No Liability for Unauthorised Acts

Where the Recipient has taken reasonable steps to safeguard the Discloser's Confidential Information, the Recipient shall not be liable for unauthorised disclosure by a third party (including suppliers or manufacturers) that occurs outside the Recipient's control.

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9. Governing Law and Dispute Resolution

9.1 This Agreement shall be governed by the laws of Queensland, Australia. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

9.2 Dispute Resolution

The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement amicably. If they cannot resolve the dispute within ninety (90) days, the dispute shall be settled by arbitration in accordance with the Rules of the Australian Centre for Dispute Resolution. The arbitration shall take place in Brisbane, Australia, in the English language. The arbitrator's decision will be final and binding.

10. Amendments and Waivers

No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties (including by electronic means).

11. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect. The invalid provision shall be replaced with a valid one that best reflects the original intent.

12. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding confidentiality for the Purpose and supersedes all prior discussions and agreements. It may be signed electronically or in multiple copies, each of which will be deemed an original.

Executed by:

Party A

Signature: _____

Name: Luke Reynolds

Date: 2025_01_24

Party B

Signature: _____

Name:

Date: