

NON-DISCLOSURE AGREEMENT (NDA)

This Agreement takes effect on the date the last Party signs it (the “Effective Date”).

Article 1: Parties & Purpose of This Agreement

Who is signing this agreement, and why.

BagMe

Company: BagMe Product Development Pty. Ltd.

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

Vietnam office: 340 Đỗ Pháp Thuận, Phường Bình Trưng, Hồ Chí Minh, Việt Nam

Name: Luke Reynolds

Title: Director

Party B

Company:

Address:

Name:

Title:

Email:

BagMe and Party B are each referred to as a “Party” and together as the “Parties”.

BagMe provides design, product development, sourcing, and manufacturing support services. The Parties are exploring whether there is a basis for working together, and in doing so, may share information that is sensitive, proprietary, or confidential in nature.

This Agreement sets out how that information will be protected – by both Parties, and in both directions – so that the conversation can happen openly and in good faith.

Article 2: Definitions

The key terms used throughout this agreement, and what they mean.

“**Confidential Information**” means any information, in any form – written, verbal, electronic, visual, or otherwise – that one Party shares with the other in connection with the Purpose, and that is either marked as confidential or would reasonably be understood to be confidential given its nature or the circumstances of disclosure. No marking or labelling is required for information to qualify. This includes, but is not limited to: product ideas, concepts, and designs; business strategies and plans; pricing and commercial terms; manufacturing processes and supplier relationships; technical data, know-how, and inventions; and any other information a reasonable person would consider sensitive or proprietary.

“**Discloser**” means the Party sharing Confidential Information.

“**Recipient**” means the Party receiving Confidential Information.

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"Purpose" means the exploration of a potential business relationship between the Parties, including any discovery calls, meetings, or exchanges of information that take place before any formal agreement is entered into.

"Representatives" means a Party's employees, contractors, advisors, or other individuals who need access to Confidential Information in order to evaluate the Purpose – provided they are bound by confidentiality obligations no less protective than those in this Agreement.

Article 3: Confidentiality Obligations

How each party promises to deal with the other's information, and how seriously we take it.

3.1 Both Parties agree to keep each other's Confidential Information strictly confidential, using it only for the Purpose and for no other reason. Neither Party will copy, reproduce, or share it with any third party without prior written consent. Both will protect it with practical, proportionate safeguards that match the sensitivity of the information involved.

3.2 Neither Party will attempt to extract, reverse-engineer, or reconstruct the other's Confidential Information beyond what has been voluntarily shared. What you are told is what you get.

3.3 Neither Party will make direct enquiries of the other's customers, suppliers, manufacturers, employees, or other counterparties without prior written consent.

3.4 Neither Party is obligated to answer questions about information they have shared, or to disclose anything beyond what they have chosen to share.

3.5 If either Party becomes aware of an actual or suspected unauthorised disclosure, they will notify the other promptly in writing and take immediate steps to contain it.

3.6 Data Security & File Handling

BagMe stores and manages all files internally through Tresorit, a zero-knowledge, end-to-end encrypted platform hosted in Switzerland. For every engagement, BagMe provides Party B with access to a dedicated, password-protected folder through Sync.com (Canada) as the preferred and recommended channel for sharing Confidential Information in either direction.

While some general correspondence and non-sensitive files may be exchanged via email in the ordinary course of business, BagMe strongly encourages the use of the Sync.com folder for anything confidential. When Party B chooses to transmit Confidential Information through other channels – including email – BagMe will handle that information with the same care required under this Agreement, but accepts no liability for risks inherent in the transmission method chosen by Party B.

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Article 4: Permitted Disclosures

What doesn't count as confidential, and the limited circumstances where sharing is allowed.

4.1 What Is Not Confidential Information

The following is excluded from the obligations in Article 3:

- Information that is, or becomes, publicly available through no fault of the Recipient;
- Information the Recipient can demonstrate it already knew before this Agreement was signed, evidenced by written and other records;
- Information independently developed by the Recipient without reference to the Discloser's Confidential Information; or
- Information lawfully received from a third party not bound by any confidentiality obligation in relation to it.

4.2 Sharing With Representatives and Suppliers

A Recipient may share Confidential Information with Representatives – including employees, contractors, legal advisors, technical consultants, and where necessary, third-party suppliers or manufacturers – provided that access is limited strictly to what each person needs to know, and each is bound by written confidentiality obligations no less protective than those in this Agreement before any information is shared. Party B accepts the same responsibility for ensuring its own Representatives handle BagMe's Confidential Information to the same standard.

BagMe requires confidentiality agreements from its manufacturers as a standard condition of engagement and limits disclosure to what is strictly necessary. Where a Representative or supplier breaches their obligations despite these steps having been taken, liability rests with the breaching party, not with BagMe.

If Party B wishes to enter into a direct confidentiality agreement with any specific supplier or manufacturer engaged by BagMe, BagMe will facilitate that as requested.

4.3 If a Party is required by law, regulation, or court order to disclose Confidential Information, it may do so – but only to the extent strictly required.

Where legally permitted, that Party will notify the other promptly and cooperate reasonably to limit or protect the disclosure.

Article 5. Intellectual Property

Who owns what before, during, and after the conversation.

5.1 No Transfer of Rights

Nothing in this Agreement transfers, licenses, or grants any intellectual property rights to either Party. Sharing Confidential Information does not give the Recipient any right to use, reproduce, or build upon it beyond what is permitted for the Purpose.

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5.2 What Belongs to Party B

Any invention, concept, design, or idea disclosed by Party B to BagMe under this Agreement remains the sole property of Party B. BagMe will treat it as Confidential Information and will not disclose it, develop it independently, or exploit it in any way without Party B's prior written consent.

5.3 What Belongs to BagMe

BagMe retains full ownership of its own methods, processes, systems, technical know-how, and general intellectual property, including anything BagMe brings to the relationship that exists independently of Party B's project. Nothing in this Agreement affects that ownership.

5.4 Newly Developed IP During the Purpose

If either Party develops a new idea, invention, or concept during the course of the Purpose – meaning before any formal Service Agreement is in place – ownership of that development follows these principles:

- If it derives primarily from Party B's Confidential Information, it belongs to Party B;
- If it derives primarily from BagMe's existing knowledge, methods, or independent thinking, it belongs to BagMe;
- If it is genuinely collaborative in nature, the Parties will negotiate ownership in good faith as part of any subsequent Service Agreement.

Neither Party will seek to register, patent, or commercialise any jointly developed concept arising from the Purpose without first reaching a written agreement with the other Party.

5.5 BagMe's Right to Work Across Projects

Party B acknowledges that BagMe works with multiple clients across a range of industries and markets. BagMe's general skills, experience, and accumulated know-how not specific to Party B's project, may be applied across other engagements. This is standard practice and does not constitute a breach of this Agreement, provided BagMe does not use or disclose Party B's specific Confidential Information in doing so.

5.6 Transition to a Service Agreement

If the Parties proceed beyond the Purpose and enter into a formal Service Agreement, any inventions, developments, or new IP created during the course of that engagement will be governed by the intellectual property provisions of that Service Agreement and not by this Agreement.

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Article 6. Return & Destruction of Confidential Information

What happens to shared information if things don't proceed.

If the Discloser requests in writing that the Recipient return or destroy its Confidential Information, the Recipient will do so promptly – including any copies, notes, summaries, or extracts – and will confirm completion in writing within fourteen (14) days. Deletion of digital files means permanent secure deletion, not simply moving files to trash.

Where no deletion request has been made, a Recipient may retain Confidential Information in secure archives for continuity purposes. Any information retained this way remains subject to the full confidentiality obligations of this Agreement for as long as it is held.

Article 7. Term & Survival

How long this agreement lasts and how long the protections continue after it ends.

This Agreement remains open for twelve (12) months from the Effective Date, during which the Parties may explore and negotiate a formal engagement. Either Party may terminate it earlier by giving thirty (30) days written notice to the other.

If no Service Agreement is signed within that period, each Party's confidentiality obligations continue for two (2) years from the date this Agreement expires.

Where any Confidential Information constitutes a trade secret under applicable law, the obligation to protect that information continues for as long as it retains trade secret status regardless of the two-year period.

Article 8. Warranties & Disclaimers

What we're promising and what we're not.

All Confidential Information is shared in good faith and accepted "as is." Neither Party makes any representation or warranty as to its accuracy, completeness, or fitness for any particular purpose.

Sharing Confidential Information under this Agreement does not obligate either Party to enter into any further agreement, commit to any transaction, or continue the exploration if they choose not to. Either Party may walk away at any time without liability for doing so.

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Article 9. Liability

What happens if something goes wrong and where the limits are.

9.1 For the purposes of this Agreement, a breach is considered deliberate where a Party knew, or reasonably should have known, that their actions would result in unauthorised disclosure or use of Confidential Information.

9.2 Neither Party excludes liability for a deliberate or wilful breach of this Agreement. Where Confidential Information is intentionally misused or disclosed, the affected Party is entitled to seek any remedy available under applicable law, including urgent injunctive relief to stop an active or ongoing breach without delay.

9.3 For accidental or unintentional breaches that can be proven to have caused direct harm, liability is limited to those proven direct losses only. Neither Party is liable for indirect, consequential, or punitive damages of any kind. In such cases, total liability shall not exceed USD \$10,000 regardless of the nature or number of claims.

9.4 Where it can be proven that a Party has directly and materially profited from a deliberate breach of this Agreement, no cap applies. The affected Party is entitled to seek full recovery of all profits directly attributable to the breach, in addition to any other remedies available under applicable law.

An Important Note on Protecting Your Ideas

This Agreement protects Confidential Information shared between the Parties. It does not replace formal intellectual property protection. If Party B has a unique concept, invention, or design they consider valuable, BagMe strongly recommends obtaining appropriate IP protection such as a patent, registered design, or trademark before sharing details with any third party. The responsibility for securing that protection rests with the Discloser.

Article 10. Governing Law & Disputes

Where disputes are resolved—and how we'd prefer to handle things before it gets that far.

This Agreement is governed by the laws of Singapore. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

10.1 Mediation First

If a dispute arises, the Parties agree to attempt resolution through good faith negotiation first. If that fails within thirty (30) days, either Party may refer the dispute to mediation before a mutually agreed mediator. The cost of mediation is shared equally.

10.2 Arbitration

If mediation does not resolve the dispute within sixty (60) days of referral, the dispute shall be finally settled by binding arbitration under the Rules of the Singapore International Arbitration Centre (SIAC). The arbitration shall take place in Singapore, in the English language. The arbitrator's decision is final, binding, and enforceable in any

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jurisdiction that is a signatory to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

10.3 Injunctive Relief

Nothing in this Article prevents either Party from seeking urgent injunctive or other equitable relief from a court of competent jurisdiction where necessary to prevent irreparable harm pending the outcome of arbitration.

Article 11. General Provisions

The housekeeping – important details that keep this agreement clean and enforceable.

This Agreement is the entire understanding between the Parties on confidentiality for the Purpose and supersedes all prior discussions on the same subject. No amendment is valid unless made in writing and signed by both Parties, including by electronic signature. Failure to enforce any provision does not waive the right to enforce it later. If any provision is found invalid, the remainder stays in force and the invalid provision is replaced with one that best reflects the original intent.

This Agreement may be signed electronically or in counterparts, each considered an original. It does not create a partnership, joint venture, employment relationship, or agency between the Parties.

All notices required under this Agreement shall be in writing and delivered by email with confirmation of receipt, or by internationally recognised courier to the addresses set out in the signature blocks below. Either Party may update its notice address by written notice to the other.

Neither Party may assign this Agreement or its obligations under it without the prior written consent of the other Party. Subject to that restriction, this Agreement is binding on each Party's successors and permitted assigns.

Executed by:

BagMe

Signature: _____

Name: Luke Reynolds

Date:

Party B

Signature: _____

Name:

Date: