Distributor Confidentiality Agreement

Version 2026.2, effective 2026-10-14 - For review before acceptance

FOG BANDIT SEA

Namalika Sdn. Bhd.
Trading as Fog Bandit SEA
Registration no. 202601019803 (1681900-D)
10, Jalan PJS 11/18, Bandar Sunway
47500 Petaling Jaya, Selangor
Malaysia
Tel +60 11 2843 5814

THE DISTRIBUTOR

Company name: _____
Registration no.: _____
Address: _____
_____
Country: _____

This agreement is between Namalika Sdn. Bhd., trading as Fog Bandit SEA ("Fog Bandit SEA"), and the company named in this record (the "Distributor"). It governs how the Distributor treats the information Fog Bandit SEA gives it - through the distributor portal or in any other way - for the purpose of selling, installing and supporting Fog Bandit security fogging systems.

1. Confidential Information

"Confidential Information" means all information made available to the Distributor by or on behalf of Fog Bandit SEA, in any form, including: every price list and every price - cost, trade, distributor and suggested retail - together with discounts, margins, rebates, payment and credit terms; product catalogues, specifications, technical documents, manuals, certificates, drawings and photographs that are not published on fogbanditsea.com; stock levels, lead times and supply arrangements, including those with Bandit NV; orders, quotations, invoices and account details; information about other distributors and customers; and the content of the distributor portal itself.

Information is not Confidential Information if the Distributor can show it was already public other than through a breach of this agreement, was lawfully known to it before Fog Bandit SEA disclosed it, or was received from a third party free to disclose it.

2. Strict confidentiality

The Distributor will keep the Confidential Information strictly confidential and will not disclose it to any third party - including competitors, other distributors, resellers, installers not engaged by the Distributor, suppliers, journalists or the public - without Fog Bandit SEA's prior written consent.

3. No publication or sharing of prices

The Distributor will not publish, post, upload, forward or share any price list, trade or distributor price, cost, margin, or any document or screenshot from the distributor portal - on a website, online marketplace, social media, messaging group, email list or in any other way.

The Distributor may quote its own selling price to a specific prospective customer for a specific sale, and may give customers the product information Fog Bandit SEA publishes on fogbanditsea.com. It will never disclose the price it pays Fog Bandit SEA.

4. Permitted use

The Distributor will use the Confidential Information only to market, sell, install and support Fog Bandit products

as a distributor of Fog Bandit SEA, and for no other purpose.

5. Employees and contractors

The Distributor may share Confidential Information only with its own employees and engaged installers who need it for the permitted use, who have been told it is confidential, and who are bound by confidentiality obligations no less strict than these. The Distributor is responsible for any breach by them as if it were its own.

6. Portal access

Portal logins are personal. The Distributor will not share login details, let anybody use another person's account, or extract portal content by automated means. It will tell Fog Bandit SEA promptly of any unauthorised access to its accounts.

7. Care, copies and notification

The Distributor will protect the Confidential Information with at least the care it uses for its own confidential information, and never less than reasonable care. It will not copy it beyond what the permitted use requires, and will notify Fog Bandit SEA in writing as soon as it becomes aware of, or suspects, any disclosure in breach of this agreement.

8. Disclosure required by law

If the Distributor is required by law, regulation or a court to disclose Confidential Information, it will - where lawful - notify Fog Bandit SEA first, disclose only what is required, and cooperate with any step Fog Bandit SEA takes to protect it.

9. Return and deletion

When the distributorship ends, or whenever Fog Bandit SEA asks, the Distributor will stop using the Confidential Information, return or permanently delete it, and confirm in writing that it has done so.

10. Duration

These obligations apply from acceptance, for the whole of the distributorship, and for three (3) years after it ends. Obligations concerning prices, costs, margins and trade secrets continue for as long as that information remains confidential.

11. Breach

A breach of this agreement is a material breach of the distributorship. Fog Bandit SEA may immediately suspend the Distributor's portal access and supply, terminate the distributorship, seek an injunction or other urgent relief, and claim damages, losses and legal costs. The Distributor accepts that damages alone may not be an adequate remedy.

This acceptance record - including its timestamp, the identity of the person who accepted, and the text accepted - may be relied on as evidence of the Distributor's agreement in any proceedings.

12. Electronic acceptance, law and jurisdiction

This agreement is accepted electronically and is binding as if signed in writing, as recognised by the Electronic Commerce Act 2006 (Malaysia). It is in addition to any other agreement between the parties, grants no licence or other rights in Fog Bandit SEA's or Bandit NV's intellectual property, and is governed by the laws of Malaysia. The parties submit to the jurisdiction of the courts of Malaysia.

ACKNOWLEDGEMENTS CONFIRMED BY THE SIGNATORY

- ☐ I have read every clause of this agreement and accept it on behalf of the company named in this record.
- ☐ I am authorised to bind this company to this agreement.

☐ I understand that Fog Bandit SEA product information and all prices are strictly confidential, and that a breach may lead to suspension, termination of the distributorship and legal action.

ACCEPTANCE

This copy is for review and is not signed. The agreement is accepted electronically in the distributor portal, by ticking each acknowledgement and typing your name. Fog Bandit SEA keeps the signed record.

Signed by _____

Position _____

For and on behalf of _____

Date _____

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