



## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made on:

Date: \_\_\_\_\_

Between:

Richard Burgess, operating under the proposed business name Spidi Lift Solutions  
("Disclosing Party")

And:

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("Receiving Party")

### 1. Purpose

The Receiving Party wishes to review confidential business information relating to the proposed Spidi Lift Solutions business venture for the purpose of evaluating a potential investment, business relationship, commercial partnership, supplier relationship, or other business opportunity.

### 2. Confidential Information

For the purposes of this Agreement, Confidential Information includes all information disclosed by the Disclosing Party, whether verbally, electronically, visually, or in writing, including but not limited to:

- Business plans and financial information
- Pricing structures and commercial models
- Operational systems and deployment methods
- Market analysis and research

- Customer, supplier, and contractor information
- Equipment configurations and specifications
- Strategic plans and future business opportunities
- Intellectual property, concepts, and methodologies
- Internal documents, presentations, forecasts, and supporting material

### 3. Obligations of the Receiving Party

The Receiving Party agrees to:

- a) Keep all Confidential Information strictly confidential
- b) Not disclose Confidential Information to any third party without prior written consent from the Disclosing Party
- c) Use the Confidential Information solely for the purpose outlined in this Agreement
- d) Take reasonable steps to protect the confidentiality of the information
- e) Not copy, reproduce, distribute, share, or commercially use the Confidential Information except as reasonably required for evaluating the opportunity

### 4. Exclusions

This Agreement does not apply to information which:

- a) Is publicly available at the time of disclosure
- b) Becomes publicly available through no breach of this Agreement
- c) Was already lawfully known to the Receiving Party prior to disclosure
- d) Is independently developed without use of the Confidential Information
- e) Is required to be disclosed by law or legal process

### 5. Ownership

All Confidential Information remains the property of the Disclosing Party.

Nothing in this Agreement grants the Receiving Party any ownership rights, licence, interest, entitlement, or claim in relation to the Confidential Information, intellectual property, business concepts, operational methodologies, or commercial opportunities disclosed.

### 6. Return or Destruction of Information

Upon request by the Disclosing Party, the Receiving Party agrees to return or permanently destroy all confidential documents and materials provided under this Agreement, including electronic copies where reasonably practicable.

7. No Obligation

This Agreement does not create any obligation for either party to proceed with any business relationship, investment, partnership, transaction, or commercial arrangement.

8. Term

This Agreement shall remain in effect for a period of three (3) years from the date signed.

9. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of New Zealand.

10. Signatures

Disclosing Party

Richard Burgess

Operating under the proposed business name Spidi Lift Solutions

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Receiving Party

Name: \_\_\_\_\_

Company (if applicable): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_