

CONFIDENTIALITY & NON-DISCLOSURE UNDERTAKING

This Non-Disclosure Undertaking ("Declaration") is made by Pro-Dev Limited, a company incorporated in New Zealand, having its registered office at 46 Fraser Crescent, Elderslea, Upper Hutt 5018, Wellington, New Zealand (hereinafter referred to as "Pro-Dev"), in favour of the individual or entity submitting an initial consultation request (hereinafter referred to as the "Disclosing Party").

1. Confidential Information. Confidential Information refers to all non-public technical, business, and proprietary information disclosed by the Disclosing Party to Pro-Dev in any format (oral, written, electronic, or digital) before or during discussions under this Declaration. This includes but is not limited to technical designs, engineering solutions, software, research data, prototypes, business strategies, financial details, pricing models, supplier and customer information, legal matters, and internal policies. Confidential Information does not include information that is publicly available, lawfully received from a third party, independently developed without reliance on the Disclosing Party's information, or disclosed with the Disclosing Party's written consent.

2. Use and Internal Handling. Pro-Dev shall use the Confidential Information solely for the purpose of evaluating, discussing, or collaborating on potential or ongoing projects with the Disclosing Party. It shall not disclose, use, or reproduce Confidential Information for any personal, competitive, or commercial advantage outside of the agreed discussions. Confidential Information shall only be shared internally on a strict need-to-know basis among authorised personnel who are themselves bound by equivalent confidentiality obligations under their employment terms, and reasonable steps will be taken to prevent unauthorised access, loss, or misuse.

3. No Rights Granted. Nothing in this Declaration grants Pro-Dev any ownership, licence, or other right to use the Disclosing Party's Confidential Information beyond the purpose described in clause 2. All Confidential Information remains the property of the Disclosing Party.

4. Legally Required Disclosure. Confidential Information may only be disclosed if legally required, provided that Pro-Dev gives prior written notice to the Disclosing Party, takes reasonable steps to minimise the extent of disclosure and seek confidentiality protections, and discloses only the information strictly required by law.

5. Term and Return. Pro-Dev's confidentiality obligations shall continue for a period of twelve (12) months from the date of the Disclosing Party's initial consultation request, unless otherwise agreed in writing. Trade secrets shall remain confidential indefinitely. Upon termination of discussions, Pro-Dev will return or destroy all Confidential Information at the request of the Disclosing Party.

6. Standard of Care. Pro-Dev shall take reasonable steps to protect Confidential Information. However, Pro-Dev shall not be held liable for disclosure caused by circumstances beyond its reasonable control, such as cyber-attacks, data breaches, or legally mandated disclosures, provided it has taken all reasonable precautions to protect such information.

7. Effective Without Counter-Signature. This Declaration serves as Pro-Dev Limited's commitment to maintaining the confidentiality of information shared by the Disclosing Party. It is given in favour of any individual or entity submitting an initial consultation request to Pro-Dev, as evidenced by their consultation request submission, email correspondence, or any other communication initiating discussions with Pro-Dev. No further action is required from the Disclosing Party to make this undertaking effective.

8. Notice. Any written notice to Pro-Dev under this Declaration may be sent by email to info@pro-dev.co.nz and shall be effective on receipt.

9. Severability. If any provision of this Declaration is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10. Governing Law and Jurisdiction. This Declaration shall be governed by the laws of New Zealand. Any disputes arising out of or in connection with this Declaration shall be resolved exclusively in the courts of New Zealand.

For and on behalf of Pro-Dev Limited

Signed:



Sam Kumar Sundarraj
Director, Pro-Dev Limited

Registered Address: 46 Fraser Crescent, Elderslea, Upper Hutt 5018, Wellington, New Zealand

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