

MUTUAL NON-DISCLOSURE AGREEMENT

Pre-Engagement Confidentiality Agreement | New Zealand

This Agreement is entered into between:

Party A: Deepdive Analytics Limited, a company incorporated in New Zealand (the Analyst)

Party B:

Date:

The parties wish to explore a potential business relationship in connection with Deepdive Analytics' business intelligence, benchmarking, and consulting services. In the course of those discussions and any subsequent engagement, each party may disclose confidential information to the other. The parties agree to protect that information on the terms set out in this Agreement.

1. Definitions

Confidential Information	All non-public information disclosed by one party to the other, whether in written, electronic, oral, or visual form, that is identified as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure.
Permitted Purpose	Evaluating and, if agreed, conducting a business intelligence diagnostic, analysis, or consulting engagement between the parties.
Receiving Party	The party receiving Confidential Information from the Disclosing Party.
Disclosing Party	The party disclosing Confidential Information to the Receiving Party.
Anonymous Benchmark Data	Aggregated, de-identified, and anonymised data derived from a client engagement. This data contains no information that could identify the Client, its personnel, customers, or business. See clause 7 for full details.

2. Confidentiality Obligations

Each party agrees, in respect of Confidential Information received from the other party:

- To hold it in strict confidence and not disclose it to any third party without the prior written consent of the Disclosing Party;
- To use it solely for the Permitted Purpose and for no other purpose;
- To limit access to it to those of its personnel who need to know it for the Permitted Purpose and who are bound by confidentiality obligations no less protective than those in this Agreement;
- To notify the Disclosing Party promptly on becoming aware of any actual or suspected unauthorised use or disclosure;
- To apply at least the same degree of care to protect it as the Receiving Party applies to its own confidential information, and in any event no less than reasonable care.

3. Exclusions from Confidentiality

The confidentiality obligations in clause 2 do not apply to information that:

- Was already in the public domain at the time of disclosure, or subsequently enters the public domain through no fault of the Receiving Party;
- Was already lawfully known to the Receiving Party at the time of disclosure, as evidenced by written records pre-dating the disclosure;
- Is independently developed by the Receiving Party without reference to the Confidential Information;
- Is disclosed to the Receiving Party by a third party who has the right to make such disclosure; or
- Is required to be disclosed by law, court order, or regulatory authority, provided that the Receiving Party gives the Disclosing Party as much prior written notice as is reasonably practicable and cooperates with any application to limit or prevent disclosure.

4. Data Handling and Security

Deepdive Analytics agrees that all financial, operational, and business data provided by the Client will be:

- Accessed and analysed solely on Deepdive Analytics' own hardware during the engagement. No client data will be transmitted to third-party cloud platforms, AI services, or external systems during the engagement;
- Stored, where required, only in encrypted format on password-protected devices;
- Not shared with any third party, including other clients of Deepdive Analytics, in identifiable form;
- Deleted or returned to the Client on written request following completion of the engagement.

5. Mutual Nature of This Agreement

This Agreement is mutual. Deepdive Analytics may disclose to the Client confidential information about its methodologies, tools, pricing structures, and business systems in the course of the engagement. That information is equally protected by the terms of this Agreement. The Client agrees not to reproduce, adapt, or disclose Deepdive Analytics' methodologies or tools to any third party.

6. Intellectual Property

6.1 Reports and outputs belong to the Client. Any report, analysis, or written output produced by Deepdive Analytics using the Client's data (the Report) is the Client's property. Deepdive Analytics will deliver the Report to the Client in hard copy or agreed format and will not retain any identifiable copy of the Report following completion of the engagement.

6.2 Deepdive Analytics retains ownership of its methodologies, frameworks, analytical tools, scoring systems, workbooks, and benchmark database (the Deepdive IP). Nothing in this Agreement transfers any Deepdive IP to the Client. The Client agrees not to reproduce, reverse-engineer, or share the Deepdive IP with any third party.

6.3 Data handling on the encrypted drive. Where an encrypted drive is used to store Client data during the engagement, the Client retains physical possession of the drive at all times when Deepdive Analytics is not on-site. On completion of the engagement, the drive will be securely wiped unless the Client elects to purchase or retain the drive as part of an ongoing arrangement. Deepdive Analytics will not retain any copy of the Client's identifiable data after the drive is wiped.

6.4 The only information retained by Deepdive Analytics after an engagement is Anonymous Benchmark Data as defined in clause 7. That data contains no information that could identify the Client or its business.

7. Anonymous Benchmark Data

This clause describes how Deepdive Analytics uses anonymised, de-identified data derived from client engagements to build and maintain its industry benchmark database. This use is standard to the service and is the mechanism by which Deepdive Analytics is able to provide meaningful industry comparisons to all clients.

7.1 The Client acknowledges and agrees that Deepdive Analytics may derive Anonymous Benchmark Data from the Client's engagement and incorporate it into Deepdive Analytics' industry benchmark database.

7.2 Anonymous Benchmark Data is defined as data that:

- Has been aggregated with data from multiple other businesses so that no individual business's data is identifiable;
- Contains no business name, trading name, company number, ABN, IRD number, address, personnel name, or any other direct identifier;
- Contains no information that could, in the reasonable opinion of a competent analyst, be used to identify the Client's business;
- Is expressed only as aggregated sector statistics (e.g. median gross margin for Professional Services firms in New Zealand with 5–20 FTE).

7.3 Deepdive Analytics will not include data from an engagement in Anonymous Benchmark Data until it has been aggregated with data from other businesses in the same sector, ensuring no individual result is identifiable.

7.4 The Client may, at any time, request in writing that their data not be used for benchmark purposes. Deepdive Analytics will comply with any such request and remove the Client's data from the benchmark pool within 30 days of receipt. This does not affect data already published or shared in aggregated form prior to the request.

8. Term

This Agreement commences on the date of signing and continues for a period of three (3) years, unless terminated earlier by written agreement of both parties. The confidentiality obligations survive termination of this Agreement for a further two (2) years in respect of information disclosed during the term.

9. Governing Law and Jurisdiction

This Agreement is governed by the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute arising under or in connection with this Agreement. The parties agree to attempt to resolve any dispute in good faith before commencing legal proceedings.

10. General

- This Agreement constitutes the entire agreement between the parties regarding confidentiality and supersedes any prior discussions or agreements on the same subject.
- This Agreement may only be amended in writing signed by both parties.
- If any provision of this Agreement is found to be unenforceable, the remaining provisions continue in full force and effect.
- A failure by either party to enforce any provision of this Agreement does not constitute a waiver of that party's rights.
- This Agreement may be executed in counterparts, including by electronic signature, each of which is an original and which together constitute the same instrument.

11. Execution

By signing below, each party confirms it has read, understood, and agrees to be bound by the terms of this Agreement.

Deepdive Analytics Limited Sage Wood, Director Date: _____	Client Business Name Authorised Signatory, Title Date: _____
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