CHIEFLI FOUNDING 50

CONFIDENTIALITY, BETA PARTICIPATION, CONTRIBUTION & PROGRAM TERMS

Project / Disclosing Parties	Julian Anthony Bakarich and James Robert George Cordiner, in connection with the Chiefli project, until assignment to the incorporated Chiefli entity.
Participant	[Full legal name / entity / registration number / address]
Effective Date	[Date]
Program	Chiefli Founding 50 Beta Program
Beta Period	Approximately 90 days, unless varied in writing
Purpose	Evaluating and testing Chiefli, providing Feedback and, where agreed, Contributions.
Confidentiality Period	3 years from Effective Date; indefinite for trade secrets and source code.

1. Definitions

Beta Materials means any pre-release version of Chiefli and related documentation, credentials, sample data, training material or support communications.

Confidential Information includes non-public product features, functionality, user interface, prompts, models, workflows, architecture, source code, database design, technical specifications, business plans, roadmaps, pricing, financial and fundraising information, customer/supplier/investor identities, Beta Materials, and notes or analyses derived from them.

Contribution means work, material, deliverables, design, content, code, documents, methodologies, frameworks, datasets or other output created or supplied for the Chiefli project. **Feedback** means comments, suggestions, bug reports, ideas, improvements and feature requests. **Your Data** means information entered into Chiefli, including information about your business or authorised client businesses.

2. Permitted Use & Access

You may use Confidential Information and Beta Materials only for the Purpose. Login credentials are personal and must not be shared. You must not use Chiefli or Confidential Information for an unauthorised commercial purpose; develop or assist a substantially similar competing product using Confidential Information; reverse engineer, decompile, disassemble or attempt to derive source code, prompts, models or underlying structure; circumvent security controls; or publish screenshots, benchmarks, reviews or non-public information without prior written approval.

3. Confidentiality

You must keep Confidential Information strictly confidential, protect it using at least reasonable care, disclose it only to professional advisers or personnel who genuinely need it for the Purpose and are bound by equivalent obligations, and promptly notify the Disclosing Parties of unauthorised use, loss or disclosure. Confidential Information excludes information that is lawfully public, already known without restriction, independently developed without reference to Confidential Information, or lawfully received from a third party. Legally compelled disclosure is permitted only to the minimum required, with advance notice where lawful.

4. Beta Software & AI Outputs

The beta is pre-release software provided on an 'as is' basis for evaluation. It may contain defects and may be changed, suspended or withdrawn. Chiefli generates AI-assisted business planning and coaching content. Outputs may be inaccurate, incomplete or unsuitable and are not professional advice. You must independently verify outputs before relying on them for material business, legal, financial, tax, employment, compliance or other professional decisions.

5. Your Data & Privacy

You are responsible for information you enter and for having authority to provide it. Do not enter personal, client or sensitive commercial information unless authorised and comfortable doing so in a pre-release environment. Keep separate copies of important data. Your Data will be treated as confidential. Personal information will be handled in accordance with applicable privacy obligations. De-identified and aggregated data may be used to analyse and improve Chiefli.

6. Feedback, Contributions & Intellectual Property

All rights in Chiefli remain with the Disclosing Parties or the future Chiefli entity. You assign to the Chiefli project, on creation, all Intellectual Property Rights in Feedback you provide and consent to its use, modification and commercialisation without separate attribution or payment. Where you make an agreed Contribution, you assign all Intellectual Property Rights in that Contribution, warrant that it is original or properly licensed, and will disclose third-party or AI-generated materials where requested. These provisions survive the end of participation.

7. Founding 50 Participation Requirements

To earn Founding 50 benefits, the Participant must meaningfully complete the beta program. This includes onboarding the business, completing nominated diagnostic or assessment processes, using agreed core features with genuine business information, reporting material issues, providing honest structured feedback, participating in reasonable scheduled feedback sessions and completing a final review. Referrals are not mandatory. The Disclosing Parties will determine successful completion acting reasonably and may give the Participant an opportunity to cure incomplete participation.

8. Founding 50 Benefits

On successful completion, the participating business becomes eligible for one complimentary Chiefli Core subscription for the lifetime of that participating business while Chiefli continues to offer the applicable Core service. The benefit is non-transferable except with written approval and does not automatically include third-party charges, excessive AI/API consumption, consulting, coaching, custom development, premium enterprise modules or future separate products.

Founding Members also receive priority access to selected new capabilities and opportunities to provide roadmap input. These benefits do not create equity, ownership, partnership, employment, agency, board rights or any other interest in the Chiefli business.

9. Referral Benefit

A Founding Member may earn a 20% recurring referral commission for the first 24 months of subscription revenue actually received from each eligible paying customer directly introduced by that Founding Member. Detailed attribution, payment timing, tax, refund, chargeback, fraud, self-referral, duplicate lead and excluded-revenue rules may be set out in a referral policy provided before the referral program is activated. No commission is payable on amounts not received or later refunded. The referral benefit is a reward for advocacy and is not a requirement of beta participation.

10. Termination & Loss of Benefits

Either party may end beta participation at any time by written notice. Before Founding 50 benefits are activated, withdrawal or material failure to complete the participation requirements may result in no Founding 50 benefits being earned. After activation, benefits may be suspended or revoked for fraud, misuse, material breach of confidentiality, unauthorised sharing of access, infringement or unlawful conduct, subject to any non-excludable rights. Confidentiality, IP, data, liability and other provisions expressed to survive continue after termination.

11. Warranties & Liability

To the maximum extent permitted by law, the beta is supplied without warranties and the Disclosing Parties are not liable for loss arising from participation or reliance on beta outputs. Nothing excludes rights or guarantees that cannot lawfully be excluded. Where liability may lawfully be limited rather than excluded, it is limited to resupplying the relevant beta service or the reasonable cost of doing so.

12. General

Nothing creates employment, partnership, joint venture or agency. The Participant may not assign these terms without written consent. The Disclosing Parties may assign the agreement and program obligations to the incorporated Chiefli entity or in connection with a sale or restructure of the Chiefli business. These terms are the entire agreement on beta participation and Founding 50 benefits and may be varied only in writing. If a provision is unenforceable, it is severed and the remainder continues. The agreement is governed by the laws of Queensland, Australia, with non-exclusive jurisdiction of Queensland courts. Electronic signatures and counterparts are permitted to the extent allowed by law.

EXECUTION

Participant

Name / Entity: _____

Authorised Signatory: _____

EXECUTION (continued)

Signature: _____ Date: _____

Accepted for the Chiefli project

Name: _____

Signature: _____ Date: _____