

CONFIDENTIALITY AND NON-DISCLOSURE DEED

Pre-Incorporation | Avett / Zevet

CONFIDENTIAL

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Avett / Zevet - Pre-Incorporation

Important: Avett Pty Ltd is proposed but has not yet been incorporated. This deed is therefore made by the founder personally. It is drafted so the benefit of the deed may be assigned to Avett Pty Ltd after incorporation. Complete every field in the Schedule before signing.

Schedule

Date	_____
Discloser	_____, of _____ (Discloser)
Recipient	_____, of _____ (Recipient)
Proposed Company	Avett Pty Ltd (or another entity nominated in writing by the Discloser after incorporation)
Platform / Project	Zevet and the broader Avett business, including proposed SaaS software, support and consulting services
Permitted Purpose	To evaluate, discuss and/or assist with a possible business, investment, advisory, employment, contractor, supplier or collaboration relationship concerning Avett and/or Zevet, and for no other purpose.
Governing Law	_____

Background

A. The Discloser is developing and establishing a proposed Australian technology business under the Avett name and a proposed software platform known as Zevet. The business, company and software may be at concept, design, prototype, development or pre-commercial stage and need not yet exist as a completed product or incorporated entity.

B. The Recipient may receive Confidential Information so that the parties can explore the Permitted Purpose.

C. The Discloser requires that Confidential Information be protected before it is disclosed.

1. Definitions

In this deed:

Confidential Information means all information disclosed or made available by or on behalf of the Discloser, before or after the date of this deed, in any form, that is confidential by nature, is identified as confidential, or a reasonable person would understand to be confidential having regard to the circumstances. It includes, without limitation:

(a) the existence, scope and substance of discussions concerning Avett, Zevet or the Permitted Purpose;
(b) business concepts, business models, strategy, commercialisation plans, pricing, financial assumptions, forecasts, customer or market information, supplier information and go-to-market plans;

(c) the Avett and Zevet names, branding, logos, taglines, visual identity, colour systems, icon systems, websites, marketing concepts and unpublished brand materials;
(d) product concepts, product architecture, modules, features, workflows, processes, configuration models, form designers, rules engines, permissions models, user experiences, wireframes, prototypes, designs, screenshots, specifications, roadmaps, technical architecture, data models, integration approaches, APIs, algorithms, source code, object code, prompts, documentation, research, methodologies and know-how;
(e) inventions, discoveries, trade secrets, ideas, improvements and other intellectual property, whether registrable or unregistrable and whether complete or still being developed;
(f) notes, analyses, summaries, copies or materials derived from any of the above; and
(g) information belonging to a third party that the Discloser is authorised or obliged to keep confidential.

Representatives means the Recipient's officers, employees, professional advisers and contractors who genuinely need the Confidential Information for the Permitted Purpose and who are bound by confidentiality obligations no less protective than this deed.

Intellectual Property Rights means all present and future rights in copyright, trade marks, designs, patents, circuit layouts, domain names, confidential information, trade secrets, know-how and analogous rights anywhere in the world, whether registered or unregistered.

2. Confidentiality obligation

The Recipient must:

(a) keep the Confidential Information strictly confidential and protect it using at least the degree of care it uses for its own confidential information of similar importance, and in any event reasonable care;
(b) use the Confidential Information only for the Permitted Purpose;
(c) not disclose Confidential Information to any person except a Representative as permitted by clause 3;
(d) not copy, reproduce or store Confidential Information except to the extent reasonably necessary for the Permitted Purpose;
(e) not use the Confidential Information, directly or indirectly, to develop, reproduce, commission, assist or enable a product, service or business concept derived from or materially based on the Confidential Information other than for the Permitted Purpose;
(f) not reverse engineer, decompile, disassemble, benchmark for competitive replication, scrape or otherwise attempt to derive the underlying composition, architecture, source code, models, workflows or design logic of any prototype, demonstration, software, technical material or other item supplied by the Discloser, except to the extent such restriction is prohibited by law; and
(g) promptly notify the Discloser if the Recipient becomes aware of any actual or suspected unauthorised access, use or disclosure.

3. Representatives

The Recipient may disclose Confidential Information to a Representative only where the Representative needs it for the Permitted Purpose. Before disclosure, the Recipient must ensure the Representative is informed of its confidential nature and is legally bound to protect it. The Recipient is responsible for a breach of this deed by a Representative as if the breach were the Recipient's own act or omission.

4. Exclusions

Confidential Information does not include information that the Recipient can demonstrate by contemporaneous written records:

(a) was lawfully known to the Recipient without restriction before disclosure by the Discloser;
(b) is or becomes publicly available other than because of a breach of this deed or another duty of confidence;
(c) is lawfully received from a third party who is not under an obligation of confidence concerning it; or
(d) is independently developed by the Recipient without use of or reference to the Confidential Information.

The fact that individual elements are publicly known does not remove protection from a confidential selection, combination, arrangement, application or implementation of those elements.

5. Required disclosure

If the Recipient is required by law, court order, regulatory authority or stock exchange rule to disclose Confidential Information, it may disclose only the minimum information legally required. To the extent lawful and practicable, the Recipient must first give the Discloser prompt written notice and reasonable assistance to seek confidential treatment, a protective order or another appropriate remedy.

6. Ownership and no licence

All Confidential Information and all Intellectual Property Rights in it remain the property of the Discloser or the relevant third-party owner. Disclosure does not assign, license or otherwise grant the Recipient any Intellectual Property Rights except the limited right to use the Confidential Information solely for the Permitted Purpose.

Nothing in this deed gives the Recipient any ownership or other right in the names Avett or Zevet, any associated branding, domain name, product concept, software concept or other intellectual property.

For clarity, this deed protects confidential concepts and information whether or not Avett Pty Ltd has been incorporated, Zevet has been built, any trade mark has been registered, or any relevant intellectual property has reached final form.

7. Feedback and recipient-created material

Unless the parties enter a separate written agreement, this deed does not require the Recipient to create deliverables for the Discloser and does not, by itself, transfer ownership of intellectual property independently created by the Recipient.

However, the Recipient acquires no right to exploit the Discloser's Confidential Information merely because it contributes comments, suggestions or feedback. Any proposed development, design, coding, consulting or other commissioned work must be covered by a separate written agreement dealing expressly with intellectual property ownership, moral rights, fees and deliverables before that work begins.

8. No obligation, warranty or representation

Neither party is required to proceed with any transaction, engagement, investment, employment, contract or collaboration. Except to the extent prohibited by law, Confidential Information is provided for evaluation only and the Discloser gives no representation or warranty that it is complete, accurate or fit for any particular purpose. Nothing in this deed constitutes an offer, partnership, joint venture, agency, employment relationship or commitment to incorporate Avett Pty Ltd or commercialise Zevet.

9. Return, deletion and retention

At the Discloser's written request, or when discussions end, the Recipient must promptly stop using the Confidential Information and return or permanently delete it, including copies and derived materials, and if requested confirm this in writing.

The Recipient may retain one archival copy solely where required by law, professional standards, insurance requirements or automatic backup systems that cannot reasonably be selectively deleted, provided the retained information remains subject to this deed and is not restored or used except for the relevant compliance or recovery purpose.

10. Duration

The obligations in this deed commence on the date of execution and apply to Confidential Information disclosed before or after that date in connection with the Permitted Purpose.

For information that constitutes a trade secret or remains confidential by its nature, the confidentiality and restricted-use obligations continue for so long as that information remains confidential. For all other Confidential Information, those obligations continue for 7 years after the later of the last disclosure of Confidential Information and the end of discussions between the parties.

Clauses concerning ownership, accrued rights, remedies, governing law and any provision intended by its nature to survive continue after expiry.

11. Privacy and security

Where Confidential Information includes personal information, each party must handle that information in accordance with applicable Australian privacy law to the extent that law applies to it. The Recipient must implement reasonable technical and organisational safeguards appropriate to the sensitivity of the information and must not disclose personal information outside Australia where doing so would breach applicable law.

12. Remedies

The Recipient acknowledges that unauthorised use or disclosure of Confidential Information may cause harm that may not be adequately remedied by damages alone. Subject to applicable law, the Discloser may seek urgent interlocutory, injunctive, equitable or other relief in addition to any other rights or remedies available.

Nothing in this clause limits any remedy available for breach of confidence, infringement of Intellectual Property Rights or breach of this deed.

13. Proposed company and assignment

The Recipient acknowledges that the Discloser is acting in relation to a proposed business that may later be conducted by Avett Pty Ltd or another entity nominated by the Discloser.

The Discloser may, by written notice after incorporation, assign or transfer the benefit of this deed and the rights relating to Confidential Information to Avett Pty Ltd or another entity that owns or operates the Avett business or Zevet platform. The Recipient consents to that assignment and must, if reasonably requested, sign a document confirming it. Until an assignment takes effect, the Discloser retains all rights under this deed.

This clause does not purport to make an unincorporated company a party to this deed.

14. No publicity

The Recipient must not, without the Discloser's prior written consent, publicly announce or represent that it is associated with Avett, Zevet or the Discloser, or use the Avett or Zevet names, logos or other branding in publicity, marketing, case studies, social media or promotional material.

15. General

15.1 Entire agreement. This deed contains the entire agreement between the parties concerning confidentiality for the Permitted Purpose and supersedes prior confidentiality understandings on that subject.

15.2 Variation. A variation must be in writing and signed by both parties.

15.3 Waiver. A failure or delay to exercise a right is not a waiver. A waiver must be in writing and applies only to the matter for which it is given.

15.4 Severability. If a provision is invalid or unenforceable, it is to be read down to the minimum extent necessary to make it valid and enforceable, or if that is not possible, severed without affecting the remainder.

15.5 Counterparts and electronic signing. This deed may be executed in counterparts and, to the extent permitted by applicable law, by electronic signature.

15.6 Costs. Each party bears its own costs of negotiating and executing this deed.

15.7 Notices. A notice under this deed must be in writing and sent to the physical or electronic address most recently notified by the receiving party.

16. Governing law and jurisdiction

This deed is governed by the laws of the Australian State or Territory specified in the Schedule. Each party submits to the non-exclusive jurisdiction of the courts of that State or Territory and courts entitled to hear appeals from them.

Execution as a deed

SIGNED, SEALED AND DELIVERED by the Discloser:

Signature	_____
Full legal name	_____
Date	_____

SIGNED, SEALED AND DELIVERED by the Recipient:

Recipient type	_____
Signature / authorised signatory	_____
Full legal name and position	_____
Date	_____

Signing note: If the Recipient is a company, have it execute using an appropriate authorised signing method. For electronic execution or company execution, obtain legal advice if there is any doubt about the applicable formalities in the chosen State or Territory.

Practical confidentiality protocol

• Mark presentations, specifications, prototypes and exports 'CONFIDENTIAL - AVETT / ZEVET'.

• Have this deed signed before disclosing non-public product architecture, commercial strategy, technical design or source material.

• Keep a dated record of what was disclosed, to whom and when.

• Do not commence paid development or contractor work under this NDA alone; use a separate services/IP agreement before any person creates code, designs or other deliverables.