

This Agreement is made on the [12/02/2026]

Between

[Prospect Client/Contractor]

And:

[Darkstar Productions]

Parties

- (1) Darkstar Productions, a small film production studio incorporated under the laws of New Zealand. ("**Disclosing Party**"); and
- (2) [Prospect Client/Contractor] ("**Receiving Party**").

Background

- (A) The Disclosing Party is engaged in the business of film production, including the development, pre-production, production, and post-production of motion pictures, documentaries, and other audiovisual content.
- (B) The Receiving Party has approached the Disclosing Party to discuss potential film production services and collaboration opportunities.
- (C) In connection with these discussions, the Disclosing Party may disclose certain confidential and proprietary information, including but not limited to creative concepts, production techniques, scripts, treatments, character developments, technical processes, business methods, and other intellectual property related to film production.
- (D) The Receiving Party acknowledges that such information constitutes valuable trade secrets and confidential information of the Disclosing Party, the disclosure of which could cause significant harm to the Disclosing Party's business interests.
- (E) The parties wish to establish the terms and conditions under which such confidential information may be disclosed and used, while protecting the legitimate business interests of the Disclosing Party.

(F) This Agreement is entered into to facilitate discussions between the parties while ensuring appropriate protection of the Disclosing Party's intellectual property rights under New Zealand law.

1. Definitions

1.1. **Agreement** means this Intellectual Property Disclosure Form and all schedules, annexures and amendments to it.

1.2. **Business Day** means a day that is not a Saturday, Sunday or public holiday in New Zealand.

1.3. **Confidential Information** means all information, whether oral, written, visual, electronic or in any other form, disclosed by the Disclosing Party to the Receiving Party, including but not limited to:

(a) scripts, screenplays, treatments, synopses, and story outlines;

(b) character concepts, character development, and casting information;

(c) production techniques, methodologies, and processes;

(d) budgets, financial projections, and cost structures;

(e) technical specifications, equipment details, and production schedules;

(f) marketing strategies, distribution plans, and promotional concepts;

(g) business plans, strategic information, and commercial arrangements;

(h) any other proprietary information, data, or materials marked as confidential or which would reasonably be considered confidential in the film production industry.

1.4. **Disclosing Party** means Darkstar Productions as defined in the Parties section.

1.5. **Film Production** means all activities related to the conception, development, pre-production, principal photography, post-production, marketing, distribution, and exploitation of motion pictures, documentaries, television programmes, web series, commercials, and other audiovisual content.

- 1.6. **Intellectual Property** means all intellectual property rights including but not limited to:
- (a) copyright and related rights;
 - (b) trade marks and service marks;
 - (c) trade secrets and confidential information;
 - (d) moral rights;
 - (e) publicity and personality rights;
 - (f) any other proprietary rights recognised under New Zealand law or international conventions.
- 1.7. **New Zealand** means New Zealand and includes its territories and dependencies.
- 1.8. **Purpose** means the evaluation and consideration of potential film production services and collaboration opportunities between the parties.
- 1.9. **Receiving Party** means the client/consumer as defined in the Parties section.
- 1.10. **Representatives** means, in relation to a party, its directors, officers, employees, agents, advisors, consultants, and professional advisers.

2. **Scope of Disclosure**

- 2.1. The Disclosing Party may, at its sole discretion, disclose to the Receiving Party certain **Confidential Information** relating to Film Production activities, which may include but is not limited to:
- (a) creative works including scripts, screenplays, treatments, synopses, story outlines, and narrative concepts;
 - (b) character descriptions, character development materials, and character-related intellectual property;
 - (c) production methodologies, filming techniques, post-production processes, and technical workflows;

- (d) business strategies, marketing concepts, distribution plans, and commercial approaches related to film projects;
- (e) financial models, budget structures, cost estimation methods, and pricing strategies;
- (f) proprietary software, technology solutions, equipment specifications, and technical innovations used in Film Production;
- (g) client lists, vendor relationships, industry contacts, and business partnership arrangements;
- (h) research materials, data, misc materials, licences, location information, casting decisions, and production scheduling methodologies.

2.2. The scope of disclosure shall be limited to information that the Disclosing Party determines, in its absolute discretion, is necessary or appropriate for the **Purpose** of this Agreement.

2.3. Nothing in this Agreement obligates the Disclosing Party to disclose any particular information or to continue disclosing information beyond what it deems appropriate for the services required.

2.4. All disclosed information remains the exclusive property of the Disclosing Party regardless of the form or medium in which it is communicated.

3. Purpose and Use

3.1. The Receiving Party may use the Confidential Information disclosed under this Agreement solely for the **Purpose** of evaluating potential Film Production services and collaboration opportunities with the Disclosing Party.

3.2. The Receiving Party shall not use the Confidential Information for any purpose other than the Purpose, including but not limited to:

- (a) developing competing film projects or productions for major studios/clients;
- (b) creating derivative works based on the disclosed concepts or materials;

- (c) commercialising any aspect of the Confidential Information without express written consent from the Disclosing Party (Darkstar Productions).
- 3.3. Any evaluation or development activities undertaken by the Receiving Party using the Confidential Information must be conducted in direct consultation with and under the supervision of the Disclosing Party.
- 3.4. The Receiving Party acknowledges that the disclosure of Confidential Information does not grant any licence, right, or interest in the Intellectual Property of the Disclosing Party, whether express or implied.
- 3.5. The Receiving Party shall immediately cease all use of the Confidential Information upon completion of the evaluation process or upon written notice from the Disclosing Party.

4. Confidentiality Obligations

- 4.1. The Receiving Party acknowledges that all Confidential Information disclosed by the Disclosing Party is proprietary and confidential to the Disclosing Party and agrees to hold such information in strict confidence.
- 4.2. The Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose any Confidential Information to any third party, including but not limited to employees, contractors, agents, advisors, or other representatives who do not have a legitimate need to know such information for the Purpose/Services rendered.
- 4.3. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable care.
- 4.4. Access to Confidential Information shall be limited to those Representatives of the Receiving Party who:
 - (a) have a legitimate need to know such information for the Purpose;
 - (b) have been informed of the confidential nature of the information; and

(c) have agreed in writing to be bound by confidentiality obligations substantially similar to those contained in this Agreement.

4.5. The Receiving Party shall be liable for any breach of confidentiality by its Representatives as if such breach were committed by the Receiving Party itself.

4.6. The Receiving Party shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or underlying ideas, algorithms, or structure of any Confidential Information disclosed in digital or electronic format.

4.7. The Receiving Party shall immediately notify the Disclosing Party in writing upon becoming aware of any unauthorised disclosure or use of Confidential Information and shall cooperate fully in any efforts to remedy such breach.

5. Non-Disclosure Period

5.1. The confidentiality obligations set out in this Agreement shall commence upon the date of this Agreement and shall continue for a period of **five (5) years** from the date of disclosure of each item of Confidential Information.

5.2. The non-disclosure period may be extended by mutual written agreement between the parties.

5.3. Notwithstanding clause 5.1, the confidentiality obligations shall survive indefinitely with respect to:

- (a) trade secrets that qualify for protection under the common law or statute;
- (b) creative works and concepts that may be subject to copyright protection; and
- (c) any Confidential Information that remains commercially sensitive and valuable to the Disclosing Party's business operations.

5.4. The Receiving Party's obligations under this Agreement shall terminate with respect to specific Confidential Information only when such information:

- (a) becomes publicly available through no breach of this Agreement by the Receiving Party;

- (b) was independently developed by the Receiving Party without use of or reference to the Confidential Information;
- (c) was rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation; or
- (d) is required to be disclosed by law, court order, or regulatory requirement, provided the Receiving Party gives prompt written notice to the Disclosing Party before such disclosure.

5.5. Upon expiration of the non-disclosure period, the Receiving Party's obligation to return or destroy Confidential Information under clause 7 shall remain in effect.

6. Ownership Rights

- 6.1. The Disclosing Party retains all right, title, and interest in and to any Intellectual Property disclosed under this Agreement.
- 6.2. No disclosure of Confidential Information or Intellectual Property under this Agreement shall constitute or be deemed to constitute a grant, conveyance, assignment, or transfer of any ownership rights, title, or interest in such Intellectual Property to the Receiving Party.
- 6.3. The Receiving Party acknowledges that it acquires no proprietary rights whatsoever in any disclosed Intellectual Property, including but not limited to copyrights, trademarks, patents, trade secrets, or moral rights.
- 6.4. All Intellectual Property disclosed hereunder shall remain the exclusive property of the Disclosing Party, notwithstanding any use, evaluation, or development activities undertaken by the Receiving Party in accordance with this Agreement.
- 6.5. The Receiving Party shall not acquire any rights to reproduce, distribute, modify, create derivative works from, or otherwise exploit any disclosed Intellectual Property except as expressly permitted under Section 3 of this Agreement.
- 6.6. Any improvements, modifications, or derivative works created by the Receiving Party based on or incorporating the disclosed Intellectual Property shall be deemed to be owned by the Disclosing Party, unless otherwise agreed in writing.

7. Software Licenses and Digital Media Assets

- 7.1. The Disclosing Party owns and retains all rights, title, and interest in and to all software licenses used within its business operations. Such licenses include, but are not limited to, licenses obtained from open source software distributed under recognised open source licenses (such as GPL, MIT, Apache, and Creative Commons & or Commercial licenses), which are utilised in accordance with their respective licensing terms.
- 7.2. The Disclosing Party retains exclusive ownership of all custom proprietary digital media assets, data, and materials created, developed, or produced by or on behalf of the Disclosing Party in connection with its Film Production activities. Such assets include, but are not limited to:
- (a) original visual effects compositions, digital artwork, 3D models, textures, animations, and renders;
 - (b) audio recordings, sound designs, musical compositions, and audio mixes;
 - (c) video footage, film sequences, and edited productions;
 - (d) photogrammetry scans, motion capture data, and digital reconstructions;
 - (e) project files, source files, and working documents; and
 - (f) any other materials or data stored on the Disclosing Party's encrypted servers or other storage systems.
- 7.3. The Receiving Party acknowledges that the Disclosing Party utilises various third-party assets in its Film Production activities, which are obtained through:
- (a) Creative Commons licenses, open-source licensing, & or commercial licenses.
 - (b) purchased licenses & commercial licenses or subscription agreements through professional software platforms including, but not limited to, the Adobe Creative Cloud Suite, Foundry's Nuke, Borisfx Silhouette, Mocha

Pro, Photogrammetry Meshroom, Blender, and similar industry-standard applications; and

(c) royalty-free or rights-managed stock asset libraries.

7.4. Any third-party assets incorporated into the Disclosing Party's productions are used in compliance with their respective licensing terms, and the Disclosing Party retains all rights to the final works and compositions in which such assets are incorporated, to the extent permitted by the applicable licenses.

7.5. The Receiving Party shall not reproduce, distribute, extract, or otherwise exploit any software, digital media assets, or third-party licensed materials disclosed under this Agreement, except as expressly authorised in writing by the Disclosing Party.

8. Return of Materials

8.1. Upon written request by the Disclosing Party, or upon termination or expiry of this Agreement, the Receiving Party shall promptly return to the Disclosing Party all documents, materials, records, and other tangible items containing or relating to Confidential Information.

8.2. The Receiving Party shall permanently delete or destroy all electronic copies, digital files, databases, and other intangible forms of Confidential Information in the possession or control of the Receiving Party or its Representatives.

8.3. Within ten (10) Business Days of any request under clause 7.1, the Receiving Party shall provide written certification signed by an authorised representative confirming that all Confidential Information has been returned or destroyed in accordance with this clause 7.

8.4. Notwithstanding clauses 7.1 and 7.2, the Receiving Party may retain copies of Confidential Information solely to the extent required by applicable law or regulation, provided that such retained information remains subject to the confidentiality obligations set out in this Agreement.

8.5. The obligations in this clause 7 shall not apply to any Confidential Information that has been independently developed by the Receiving Party without reference to or use

of the Disclosing Party's Confidential Information, as evidenced by contemporaneous written records.

9. Non-Competition and Non-Solicitation

9.1. The Receiving Party agrees that, during the term of this Agreement and for a period of two (2) years following its termination or expiry, it shall not directly or indirectly use any Confidential Information disclosed under this Agreement to compete with the Disclosing Party's Film Production business.

9.2. Without limiting clause 8.1, the Receiving Party shall not use any Confidential Information to:

(a) develop, produce, or distribute competing audiovisual content that incorporates concepts, techniques, or methods disclosed by the Disclosing Party;

(b) establish or assist in establishing any business that directly competes with the Disclosing Party's Film Production services using knowledge gained from the disclosed information; or

(c) provide consulting or advisory services to third parties that would enable them to compete with the Disclosing Party using the Confidential Information.

9.3. The Receiving Party shall not, during the term of this Agreement and for a period of eighteen (18) months thereafter, directly or indirectly solicit, entice, or induce any client, customer, or prospective client of the Disclosing Party with whom the Receiving Party became acquainted through the disclosure of Confidential Information.

9.4. The Receiving Party acknowledges that the restrictions contained in this clause 8 are reasonable and necessary to protect the legitimate business interests of the Disclosing Party, and that any breach of these restrictions would cause irreparable harm for which monetary damages would be an inadequate remedy.

9.5. If any provision of this clause 8 is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable while preserving the original intent of the parties.

10. Remedies and Enforcement

10.1. The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy.

10.2. In the event of any actual or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, or other equitable remedies from any court of competent jurisdiction in New Zealand without the necessity of proving actual damages or posting a bond.

10.3. The Disclosing Party's right to seek equitable remedies shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity, including but not limited to monetary damages.

10.4. The Receiving Party shall be liable for all damages, losses, costs, and expenses (including reasonable legal fees and disbursements) incurred by the Disclosing Party as a result of any breach of this Agreement by the Receiving Party.

10.5. In addition to any other remedies available, the Disclosing Party may terminate this Agreement immediately upon written notice if the Receiving Party breaches any provision of this Agreement.

10.6. The remedies set forth in this section shall survive termination or expiration of this Agreement and may be exercised concurrently or separately.

10.7. No failure or delay by the Disclosing Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise.

11. Governing Law and Jurisdiction

- 11.1. This Agreement shall be governed by and construed in accordance with the laws of New Zealand.
- 11.2. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be subject to the exclusive jurisdiction of the courts of New Zealand.
- 11.3. Each party irrevocably submits to the jurisdiction of the New Zealand courts and waives any objection to proceedings in such courts on the grounds of venue or that such courts are an inconvenient forum.
- 11.4. Nothing in this clause shall limit the right of either party to seek injunctive or other equitable relief in any court of competent jurisdiction to protect its confidential information or intellectual property rights.

12. General Provisions

12.1. Entire Agreement

- (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, representations, or agreements relating to such subject matter.
- (b) No oral agreements, representations, or warranties exist between the parties relating to the subject matter of this Agreement.

12.2. Amendment

- (a) This Agreement may only be amended or modified by a written instrument signed by both parties.
- (b) No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision.

12.3. Severability

- (a) If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.
- (b) The parties shall negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid provision that achieves the same commercial purpose.

12.4. **Notices**

- (a) All notices required or permitted under this Agreement shall be in writing and delivered by email, registered post, or courier to the addresses specified in this Intellectual Property Agreement.
- (b) Notices shall be deemed received on the date of delivery if delivered by hand or courier, three Business Days after posting if sent by registered post, or immediately upon transmission if sent by email during Business Days.

12.5. **Assignment**

- (a) Neither party may assign, transfer, or delegate any rights or obligations under this Agreement without the prior written consent of the other party.
- (b) This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

12.6. **Counterparts**

- (a) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- (b) Commencement of services rendered through Darsktar Productions for the client ensures the client has understood and agreed to this Intellectual Property Agreement.

- (c) A signed copy of this agreement by both parties for contractors/sub-contractors ensures the legal binding of this document and that the contractor has understood and agreed to this Intellectual Property Agreement.

13. Contractor Signature

13.1. This section is to be completed by Contractors only. By signing below, the Contractor acknowledges that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.

13.2. Contractor Details:

- (a) Full Name: _____
- (b) Company/Trading Name (if applicable):

- (c) Position/Title: _____
- (d) Address: _____
- (e) Email: _____
- (f) Phone: _____

13.3. Contractor Signature:

- (a) Signature: _____
- (b) Date: _____

13.4. Witness (if required):

- (a) Witness Name: _____
- (b) Witness Signature: _____
- (c) Date: _____

13.5. Company Signature (Darkstar Productions):

(a) Authorised Signatory Name:

(b) Position/Title: _____

(c) Signature: _____

(d) Date: _____