3RD EYE MEDIA LLC
Where Imagination Meets Vision.

Mike@3rdEyeMediaFL.com
352-320-9305 | 3rdEyeMediaFL.com

CONFIDENTIALITY / MEDIA USE

Non-Disclosure Agreement

Client information, footage, and promotional permissions.

This Agreement is between the client company identified below (Company) and 3rd Eye Media LLC (Provider), represented by Michael D'Amico. In consideration of their media/design relationship, the exchange of information, and their promises below, the parties agree as follows.

01 / PARTIES

Effective date

Agreement / client reference

Company legal name

Authorized Company contact

Title / role

Company notice email

Company phone

Company address

Provider contact: Michael D'Amico, Owner - 3rd Eye Media LLC | 352-320-9305 | Mike@3rdEyeMediaFL.com

02 / COVERED MEDIA & SCOPE

Covered Media means photos, video footage, audio, raw files, edited files, drafts, behind-the-scenes content, and associated visual material captured, received, or created by Provider for Company within the scope below. If the scope is blank, this Agreement covers all such work for Company from the Effective Date. Identify any earlier material to be included in the scope. Neither a confidential stamp nor a watermark is required for protection.

Covered projects / services / files / locations; earlier material, if any

03 / CONFIDENTIAL INFORMATION

Confidential Information includes Company information provided to, observed by, or created by Provider that is identified as confidential or reasonably appears confidential: nonpublic business plans, pricing, processes, customer/employee information, locations, unreleased campaigns, and Covered Media before any permitted release. The specific media-use restriction on page 2 is separate from, and can continue beyond, information confidentiality.

Draft business agreement template. Florida legal review recommended before use.

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SELECT ONE / PUBLIC & PROMOTIONAL USE

Choose the footage permission

04 / MEDIA RELEASE SELECTION

Select one option (only one can be selected)

- OPTION A - Never publicly release or use Covered Media for promotion.
- OPTION B - Promotional use only after Company officially releases the same media.

If neither option is selected, Option A applies. The selected option controls even if a service agreement otherwise grants Provider portfolio or promotional permission. A change requires a written amendment signed by both parties.

OPTION A / NO PUBLIC RELEASE - INDEFINITELY

Provider will never post, publish, publicly distribute, or use Covered Media for its portfolio, showreels, social media, advertising, case studies, or other promotion. This restriction continues indefinitely, including after Company itself makes the media public. Delivering the work to Company, limited confidential access necessary to perform services, and disclosures allowed by section 7 are not public promotional releases. Ending the business relationship does not end this restriction.

OPTION B / PROMOTION AFTER COMPANY RELEASE

Before Company officially releases specific Covered Media, Provider must keep that material private and may not use it for promotion. An official public release means Company voluntarily and lawfully makes that specific material publicly available through its own website, social account, press release, or another channel it expressly authorizes. A leak, unauthorized third-party post, private review, or general project announcement is not an official release.

After that release, Company authorizes Provider to use only the media or identifiable portions actually released, including excerpts of those portions, in Provider's portfolio, showreels, social media, website, and advertising. No second Company approval is required once this condition is met, subject to additional limits below and applicable third-party rights. A teaser permits use only of the teaser material. Unreleased raw footage, outtakes, additional scenes, private information, and hidden metadata remain restricted. Provider must verify the official release and retain its URL or written confirmation before promotional use; if uncertain, Provider must obtain clarification first.

Company channels for official releases (website / handles / URLs)

Additional promotional limits (cannot broaden rights without signed amendment)

Company initials confirming selected option

Provider initials confirming selected option

Draft business agreement template. Florida legal review recommended before use.

HANDLING / DISCLOSURE / SURVIVAL

Confidentiality obligations

05 / USE & PROTECTION

Provider may use Confidential Information only to discuss, perform, deliver, or administer Company's services and to exercise a permission expressly granted by this Agreement. Provider will apply reasonable care, limit access to personnel and service providers who need it for that purpose and are bound by confidentiality obligations, and remain responsible for their compliance. Confidential information may not be shared for unrelated purposes, sold as stock media, licensed to unrelated parties, or entered into public galleries or externally shared AI training datasets. Company delivery links will be shared only with authorized recipients.

06 / INFORMATION EXCLUSIONS

Provider may demonstrate that information was already lawfully known without a duty of secrecy, was independently developed without Company information, was lawfully obtained from a third party without a secrecy obligation, or became publicly available without a breach of duty. These exclusions do not cancel Option A's indefinite media-use restriction. Under Option B, only the specifically released material becomes eligible for promotional use; other material remains restricted.

07 / LAWFUL & PROTECTED DISCLOSURES

Nothing in this Agreement prevents disclosure required by law, subpoena, or court order, or a disclosure protected by law. For compelled disclosure, Provider will, where legally allowed, give Company reasonable advance notice, disclose only what is legally required, and reasonably cooperate with a lawful request for confidential treatment. Notice or Company permission is not required for protected reporting to a government authority or attorney.

Trade-secret immunity notice (18 U.S.C. 1833(b)): An individual is protected from federal or state trade-secret liability for a disclosure made confidentially to a government official or attorney solely to report or investigate a suspected legal violation, or in a legal filing under seal. In an employer-retaliation claim, the individual may disclose the information to their attorney and use it in court if filings containing it are sealed and further disclosure follows a court order. This protection also covers individuals working as contractors or consultants and does not authorize unlawful access.

08 / DURATION

Information confidentiality continues while the information remains confidential under this Agreement; trade-secret protection continues while the information qualifies for that protection. Option A's public/promotional-use restriction is indefinite regardless of public availability. Under Option B, the hold continues for each item until its qualifying Company release, and unreleased items stay restricted. These duties survive completion, cancellation, payment, or termination of services.

09 / UNAUTHORIZED ACCESS OR RELEASE

Provider will promptly notify Company after learning of unauthorized access, disclosure, or promotional use and take reasonable steps to contain the incident, remove unauthorized posts under its control, and cooperate on mitigation. A party may seek remedies available under applicable law, including appropriate court relief; this Agreement does not guarantee that a court will grant a particular remedy.

REVIEW / COMPLETE / SIGN

Terms & acceptance

10 / RETURN, RETENTION & OWNERSHIP

After services end, Provider will reasonably cooperate with Company's written request to return or delete Confidential Information. Records required by law, dispute-related records, and routine backups not reasonably accessible for immediate deletion may be retained under continued confidentiality until ordinary deletion. This Agreement does not promise permanent file storage or transfer copyright. Any media ownership or client-use license is governed by the separate service agreement. Company authorizes only promotional rights it can lawfully grant; third-party rights still apply.

11 / OTHER AGREEMENTS, CHANGES & LAW

This Agreement governs confidentiality and Provider's public/promotional use of Covered Media and prevails over conflicting portfolio permissions in another agreement for the same material. Service scope, pricing, and other nonconflicting terms remain governed separately. Changes must be in a writing signed by both parties. Florida law governs, subject to mandatory applicable law. The parties will first attempt to resolve a dispute through direct discussion. An unenforceable provision will not invalidate the remaining provisions to the extent permitted by law.

12 / ELECTRONIC RECORDS & SIGNATURES

The parties agree to use electronic records and signatures for this Agreement. A signer may adopt the typed full legal name below as their electronic signature and confirms authority to bind the named party. Retain a completed signed copy. Both parties must sign. Save and reopen the completed PDF to check entries, then email it to Mike@3rdEyeMediaFL.com. Both parties should keep the fully signed copy.

COMPANY ACCEPTANCE

Printed name

Title

Company signature - type full legal name

Date

Electronic signature consent

☐ I adopt the typed name as my electronic signature and confirm authority to bind Company.

3RD EYE MEDIA LLC ACCEPTANCE

Michael D'Amico - Owner, 3rd Eye Media LLC

Provider signature - type full legal name

Date

Electronic signature consent

☐ I adopt the typed name as my electronic signature and confirm authority to bind Provider.