

INSTRUMENT

ACME STUDIO

NDA-AS-2025-0442

Non-Disclosure Agreement

ONE-WAY · INDEPENDENT CONTRACTOR ENGAGEMENT

DISCLOSER PARTY OF THE FIRST PART	Acme Studio LLC a New York limited liability company 48 Mercer Street, Fourth Floor · Brooklyn, New York 11201 ATTENTION: DANA WHITFIELD, PRINCIPAL · STUDIO@ACMESTUDIO.COM		
RECIPIENT PARTY OF THE SECOND PART	Elena Marsh an individual, trading as Marsh Motion 1417 South East Belmont Street, Apartment 4 · Portland, Oregon 97214 ELENA@MARSHMOTION.STUDIO · SOLE TRADER, NO EMPLOYEES ENGAGED		
ENGAGEMENT TWO PROGRAMMES	Motion design, title sequences and animated packaging mocks, commissioned under statements of work SOW-AS-118 and SOW-AS-121 and delivered to the Discloser's Brooklyn studio.		
	Staple & Oak identity relaunch — title sequence and six social cutdowns; public release embargoed to January 14, 2026		Sept 15 – Nov 28, 2025
	Northwind Coffee Roasters autumn campaign — animated packaging mocks and in-store loop		Oct 6 – Dec 5, 2025
RECITALS BACKGROUND	(A) The Discloser has engaged the Recipient under a contractor services agreement of the same date (the Engagement) to design and produce title sequences, motion assets and animated packaging mocks for two client programmes.		
	(B) To perform the Engagement the Recipient must be given access to unreleased client identity work, client briefs, budgets and rate cards, and the Discloser's internal production files, all of which the Discloser treats as confidential.		
	(C) The parties intend this Agreement to govern that access, and to apply also to information already disclosed during the pitch phase beginning July 21, 2025.		
	(D) The Recipient has confirmed that no collaborator, subcontractor or other client of the Recipient will be given access to that information except as clause 4.2 allows.		
READING CONSTRUCTION	Terms set in bold are defined in clause 1 and carry that meaning wherever they appear in this Agreement. The notes in the left column are an aid to navigation only: they form no part of this Agreement and do not affect its construction. Clause cross-references are to clauses of this Agreement.		
OPERATIVE CLAUSE 1 ONWARD	In consideration of the Engagement and of the fees payable under it, the receipt and sufficiency of which the Recipient acknowledges, the parties agree as follows.		
EFFECTIVE DATE		TERM	GOVERNING LAW
Sept 8, 2025		3 years	New York
		CLIENTS COVERED	
		Staple & Oak · Northwind	

1 Defined terms

- CONFIDENTIAL INFORMATION

1.1

Confidential Information means any information the Discloser or a **Client** makes available to the Recipient in any medium in connection with the **Engagement**, whether or not marked confidential, including unreleased identity, packaging and motion work; client briefs, budgets, schedules and rate cards; the Discloser's studio rates, margins and supplier terms; and every file, note or frame the Recipient makes that reflects any of them.
- CLIENT

1.2

Client means a client of the Discloser for whom the Recipient performs work under the **Engagement**, and on the Effective Date means Staple & Oak Ltd and Northwind Coffee Roasters, Inc.
- ENGAGEMENT

1.3

Engagement means the contractor services agreement between the parties dated September 8, 2025 and every statement of work issued under it.
- STUDIO MATERIALS

1.4

Studio Materials means the devices, accounts, credentials, project files, fonts and licensed assets that the Discloser or a **Client** makes available to the Recipient for the **Engagement**.
- EFFECTIVE DATE

1.5

The Effective Date is September 8, 2025. This Agreement also governs **Confidential Information** disclosed between July 21, 2025 and that date as though it had been disclosed under it.

2 What this Agreement does not cover

- CARVE-OUTS

2.1

Clause 3 does not apply to information that:

(a)

the Recipient held free of any duty of confidence before July 21, 2025;

(b)

is public, or becomes public, other than through the Recipient's act or omission;

(c)

a third party lawfully gave the Recipient without restriction; or

(d)

the Recipient developed independently of the **Engagement** and without reference to the **Confidential Information**.
- BURDEN OF PROOF

2.2

The Recipient carries the burden of establishing a carve-out under clause 2.1, and may do so only by a written record made at the time. Unreleased work does not cease to be **Confidential Information** because a **Client** has shown part of it to a focus group or a retail partner under its own confidentiality terms.

3 The Recipient's undertaking

- USE AND SECRECY

3.1

The Recipient shall hold the **Confidential Information** in strict confidence and use it only to perform the **Engagement**, applying no less care than a prudent professional would apply to their own most sensitive client work.
- NO ONWARD DISCLOSURE

3.2

The Recipient shall not disclose the **Confidential Information** to any person, including any other client, employer, agency or collaborator of the Recipient, except as clause 4 expressly permits.
- STORAGE AND DEVICES

3.3

The Recipient shall keep all **Confidential Information** on full-disk-encrypted devices under the Recipient's sole control, shall not place it in a personal cloud account, shared drive or public repository, and shall not render or upload any frame of unreleased work to a third-party service other than the Discloser's own project system.
- NO USE FOR OWN ACCOUNT

3.4

The Recipient shall not use the **Confidential Information** for the Recipient's own account or that of any third party, including to pitch, price or produce work for a **Client** or a competitor of a **Client**.
- INCIDENT NOTICE

3.5

The Recipient shall notify the Discloser in writing within twenty-four (24) hours of becoming aware of any loss, theft or unauthorised disclosure, and shall cooperate at the Discloser's cost in containing it.

4 Disclosures that are permitted

- ADVISERS

4.1

The Recipient may disclose **Confidential Information** to an accountant or lawyer advising the Recipient, provided that person is under a professional or written duty of confidence at least as protective as this Agreement.
- APPROVED SUBCONTRACTORS

4.2

The Recipient may disclose to a subcontractor only where the Discloser has approved that person in writing in advance and the person has signed a joinder in the form of Annex A. The Recipient remains liable for that person's acts and omissions as for the Recipient's own.
- COMPELLED DISCLOSURE

4.3

If the Recipient is required by law or by an order of a court or regulator to disclose **Confidential Information**, the Recipient shall, so far as lawful, give the Discloser prompt written notice, disclose only the part legally required, and cooperate in any application for protective treatment. Such a disclosure does not engage clause 2.1(b).

5 Studio Materials, systems and access

- 5.1

PERMITTED USE

The Recipient shall use **Studio Materials** only for the **Engagement**, shall not install software on a **Client** system, and shall not share credentials with any person.
- 5.2

LICENSED ASSETS

Fonts, stock footage and music supplied as **Studio Materials** are licensed to the Discloser alone. The Recipient shall not use them on any other project and shall not retain them after clause 10.2 takes effect.
- 5.3

ACCESS ON COMPLETION

Access is revoked on completion of the **Engagement**. The Recipient shall confirm in writing within five (5) business days that every local and removable copy has been deleted.

6 Work product and rights

- 6.1

ASSIGNMENT

All work created under the **Engagement** is made for the Discloser; to the extent it does not vest automatically, the Recipient assigns all right, title and interest in it on creation, including project files and unused variants.
- 6.2

RECIPIENT'S OWN TOOLS

The Recipient keeps ownership of rigs, expressions, presets and utilities created before or outside the **Engagement**, and grants the Discloser a perpetual, royalty-free licence to use them as embodied in the delivered work.
- 6.3

NO WIDER LICENCE

Nothing in this Agreement grants the Recipient any right in the **Confidential Information** beyond the limited right to use it for the **Engagement**.

7 Client contact and solicitation

- 7.1

DIRECT ENGAGEMENT

For eighteen (18) months after the **Engagement** ends the Recipient shall not accept work of the type performed under it directly from a **Client** to whom the Discloser introduced the Recipient, without the Discloser's prior written consent.
- 7.2

STUDIO PERSONNEL

For twelve (12) months after that date the Recipient shall not solicit any employee or contractor of the Discloser to leave or reduce their engagement with the Discloser.
- 7.3

GENERAL ADVERTISING

Clause 7.2 does not restrict a general advertisement not directed at the Discloser's people, or a response to one.

8 Personal data

- 8.1

INSTRUCTION ONLY

Where the **Confidential Information** includes personal data, the Recipient shall process it only on the Discloser's documented instruction, apply the safeguards required by the New York SHIELD Act, and delete it on completion of the **Engagement**.
- 8.2

BREACH NOTICE

The Recipient shall report any personal data breach to the Discloser within twenty-four (24) hours with enough detail for the Discloser to meet its own notification duties.

9 Publicity, credit and portfolio

- 9.1

NO ANNOUNCEMENT

The Recipient shall make no announcement, post or public reference to the Discloser, a **Client** or the work — including a work-in-progress frame — without the Discloser's prior written consent.
- 9.2

AFTER RELEASE

After a **Client** has publicly released the work the Recipient may show the released form in a portfolio, credited as agreed with the Discloser, but shall not disclose briefs, budgets, rejected routes or process files.
- 9.3

TAKEDOWN

On written request the Recipient shall remove any material published in breach of this clause 9 within twenty-four (24) hours.

10 Term, return and survival

- 10.1

TERM

This Agreement runs for three (3) years from the Effective Date. In respect of information that is a trade secret it continues for as long as the information remains one.
- 10.2

RETURN AND DELETION

On the Discloser's request, and in any event on completion of the **Engagement**, the Recipient shall return or destroy all **Confidential Information** and **Studio Materials** and certify compliance in writing within ten (10) business days.
- 10.3

SURVIVAL

Clauses 3, 6, 7, 9 and 11 survive expiry or termination, as does clause 12 so far as it is needed to give them effect.

11 Remedies and status of the parties

- 11.1

INJUNCTIVE RELIEF

The Recipient accepts that damages alone would not adequately remedy a breach of clause 3, 7 or 9, and that the Discloser may seek injunctive relief or specific performance without posting a bond or proving actual loss.
- 11.2

CUMULATIVE

The remedies in clause 11.1 are in addition to every other remedy available at law or in equity.
- 11.3

INDEPENDENT CONTRACTOR

The Recipient is an independent contractor. Nothing here creates employment, partnership or agency, and the Recipient has no authority to bind the Discloser or any **Client**.
- 11.4

INDEMNITY

The Recipient shall indemnify the Discloser against direct losses, including a **Client**'s reasonable re-release costs, arising from a breach of clause 3, 7 or 9. Neither party is liable for loss of profit or other indirect loss.

12 Notices, governing law and general

- 12.1

NOTICES

Notices go in writing to Acme Studio LLC, 48 Mercer Street, Brooklyn, New York 11201, attention Dana Whitfield, or to Elena Marsh at 1417 SE Belmont Street, Portland, Oregon 97214, and take effect on delivery or, by electronic mail, on the next business day.
- 12.2

GOVERNING LAW

This Agreement is governed by the laws of the State of New York. The parties submit to the exclusive jurisdiction of the state and federal courts sitting in New York County and waive trial by jury.
- 12.3

ENTIRE AGREEMENT

This Agreement and the **Engagement** are the entire agreement of the parties on their subject matter and supersede the confidentiality letter exchanged on July 21, 2025. Where the two instruments conflict on confidentiality, this Agreement prevails.
- 12.4

VARIATION AND WAIVER

No variation binds either party unless made in writing and signed by both. A delay in enforcing a term is not a waiver of it, and a single waiver does not waive any later breach.
- 12.5

ASSIGNMENT

The Recipient shall not assign or subcontract any part of this Agreement except under clause 4.2. The Discloser may assign it to a successor to the studio's business on written notice.
- 12.6

SEVERANCE

If a provision is held unenforceable it is narrowed to the least extent needed to make it enforceable, and the remainder of this Agreement stands.
- 12.7

COUNTERPARTS

This Agreement may be signed in counterparts and delivered electronically; each counterpart is an original and together they form one instrument.

EXECUTION

SIGNED AS OF SEPT 8, 2025

Each party has read this Agreement, has had the opportunity to take independent advice on it, and signs it intending to be legally bound.

Acme Studio LLC

DISCLOSER · BY ITS AUTHORISED SIGNATORY

BY

NAME

TITLE

DATE

Dana Whitfield

Principal

Elena Marsh

RECIPIENT · SIGNED PERSONALLY

BY

PRINT

WITNESS

DATE

Elena Marsh

Annex A — Subcontractor joinder

A person approved under clause 4.2 becomes bound by clauses 3, 5, 9 and 10 on signing below, which the Recipient must obtain before any disclosure is made.

APPROVED PERSON	ROLE ON THE ENGAGEMENT	APPROVED ON	JOINDER SIGNED
Sam Ortiz	Cel animation, Staple & Oak title sequence	Sept 22, 2025	Sept 24, 2025
Ava Cruz	Sound design, Northwind in-store loop	Oct 13, 2025	Oct 13, 2025
—	Awaiting the Discloser's approval	—	—

SIGNED

PRINT NAME

DATE