



LEOPATI AGENCY

MUTUAL NON-DISCLOSURE AGREEMENT

Mutual NDA | Agreement No: _____ | Date: ____ / ____ / _____

SAMPLE TEMPLATE · Not a signed copy. A valid agreement is signed through a private link on leopati.com.

PARTIES

	PARTY 1: LEOPATI	PARTY 2: CLIENT
Name / Company	Leopati Agency (Güneş Polater)	_____
Address	Kavaklıdere Mahallesi, Atatürk Bulvarı No: 68, Floor 5, 06700 Çankaya/Ankara, Türkiye	_____
Tax Office / No. (if any)	None	_____
Email	agency@leopati.com	_____
Authorised Signatory	Güneş Polater, Founder	_____

Leopati and the Client are each referred to as a "Party" and together as the "Parties".

PROJECT

Project Name	_____
Purpose	Evaluating the project, preparing a proposal, carrying out tests and trial work, and discussing a possible collaboration between the Parties (the "Purpose").

TERMS

01 Subject of the Agreement

This Agreement sets out the mutual rights and obligations of the Parties regarding the protection of Confidential Information that they disclose to each other for the Purpose. The Party disclosing information is the "Disclosing Party" and the Party receiving it is the "Receiving Party".

02 Confidential Information

Confidential Information means any information and material disclosed directly or indirectly, in written, oral, visual or electronic form, which by its nature should reasonably be understood to be confidential. It includes, without limitation: scripts, stories, characters, locations and visual world designs; storyboards, moodboards and references; photographs, audio, video, raw footage and test outputs; budgets, quotes, production schedules and commercial terms; production methods and workflows; and information about clients, cast and crew.

03 Exclusions

The following is not Confidential Information. The burden of proof lies with the Receiving Party:

- a. information that is public at the time of disclosure, or later becomes public through no fault of the Receiving Party;
- b. information lawfully known to the Receiving Party before disclosure, without any duty of confidentiality;
- c. information lawfully obtained from a third party who is not bound by a duty of confidentiality;
- d. information independently developed by the Receiving Party without use of the Confidential Information.

04 Obligations of the Parties

The Receiving Party shall:

- a. use the Confidential Information only for the Purpose;
- b. protect the Confidential Information with at least the same care it uses for its own confidential information, and in any case with reasonable care;
- c. not disclose, copy or publish the Confidential Information to any third party without the prior written consent of the Disclosing Party;
- d. promptly notify the Disclosing Party in writing if it becomes aware of any unauthorised use or disclosure, and take reasonable steps to limit any harm.

05 Sharing and Personnel

The Receiving Party may share Confidential Information only with its own employees who need to know it for the Purpose and who are bound by confidentiality obligations at least as protective as this Agreement. Sharing with freelancers, subcontractors, advisers or any other third party requires the prior written consent of the Disclosing Party. The Receiving Party is responsible for any breach of this Agreement by its employees.

06 AI Platforms

AI-assisted production may require uploading certain Confidential Information (such as scripts, character images, photographs and references) to third-party AI platforms. Such uploads may only be made with the prior written consent of the Disclosing Party and only to the platforms approved. Leopati will notify the Client in writing of the platforms it intends to use before seeking approval.

07 Intellectual Property and Test Work

This Agreement does not grant any licence or transfer of Confidential Information or of any intellectual property right. Each Party retains its rights in the information and materials it discloses.

Rights in test and trial work produced by Leopati for the Purpose (such as short AI tests and character or visual trials) belong to Leopati until the related fee has been paid in full. Until then, the Client may view such work for evaluation only and may not copy, publish or use it commercially. Upon full payment, usage rights in the test work pass to the Client to the extent set out in the proposal or production agreement between the Parties. Scripts, characters and materials belonging to the Client that appear in the test work remain the Client's Confidential Information at all times.

08 Portfolio and Publicity

Leopati may not use the project covered by this Agreement, its outputs or the Client's name in its portfolio, website, social media or any other promotional channel without the Client's prior written consent.

09 Personal Data and Retention

Where Confidential Information includes personal data (such as photographs of cast members, voice recordings or identity details), the Parties shall process such data in accordance with Turkish Personal Data Protection Law No. 6698 and any other applicable data protection laws. The Disclosing Party warrants that it has obtained all necessary permissions and consents from the individuals concerned for the personal data and images it shares.

This Agreement, the Parties' details and the electronic signature records are kept for 13 years from the date of signature (the 3-year confidentiality period plus the 10-year general limitation period) and are deleted at the end of that period.

10 Term

This Agreement enters into force on the date it is signed by the Parties. The confidentiality obligations continue for 3 (three) years from each date on which Confidential Information is disclosed. The end of discussions, or the absence of any collaboration between the Parties, does not end these obligations.

11 Return and Destruction

Upon the Disclosing Party's written request, or when discussions end, the Receiving Party shall return or destroy the Confidential Information and all copies, and confirm this in writing. Copies that must be kept under statutory retention obligations shall remain confidential under this Agreement.

12 Legally Required Disclosure

If the Receiving Party is required to disclose Confidential Information by a court order or a request from a competent authority, it shall, to the extent legally permitted, notify the Disclosing Party in advance and disclose only the part that is legally required.

13 Breach and Damages

In the event of a breach of this Agreement, the injured Party may claim compensation for its damages under general principles of law. The injured Party may also pursue any legal remedy, including interim injunctive relief, to stop the breach.

14 General Provisions

- This Agreement does not create any collaboration, partnership, agency or obligation to do business; either Party may end discussions at any time.
- Any amendment to this Agreement must be made in writing by the Parties.
- Neither Party may assign its rights or obligations under this Agreement without the written consent of the other Party.
- Notices shall be sent to the email addresses stated in the Parties section.
- If any provision of this Agreement is held invalid, the remaining provisions remain in effect.

15 Governing Law and Jurisdiction

This Agreement is governed by the laws of the Republic of Türkiye. The Courts and Enforcement Offices of Ankara (Central) have jurisdiction over any dispute arising from this Agreement.

16 Language, Signature and Counterparts

This Agreement is executed in English, and the English text signed by the Parties prevails. It may be signed by wet-ink or electronic signature; a scanned copy of a signed counterpart and an electronically signed counterpart are accepted as valid between the Parties. This Agreement is executed in two counterparts, each of which is deemed an original.

This Agreement may also be signed electronically through the approval system on leopati.com, verified by a single-use code sent to the Client's email address stated in this Agreement. The signature record created this way (full name, email address, verification and signing times, IP address, browser details and the SHA-256 digest of the document) forms an annex to this Agreement, and the Parties accept it as valid and binding evidence in any dispute between them.

SIGNATURES

LEOPATI	CLIENT
Name <u>Güneş Polater</u>	Name <u></u>
Title <u>Founder</u>	Title <u></u>
Date <u></u>	Date <u></u>
Signature <u></u>	Signature <u></u>