

INTELLECTUAL PROPERTY, CONFIDENTIALITY & CONTENT PROTECTION AGREEMENT

This Agreement is made on the 13th day of May 2026

Between:

Mr William Gulson, owner and operator of **Gully Guides**
("the Owner")

AND

Mr. Nicolae Dan Hernandez, freelance Video Editor and Visual Content Designer
("the Recipient")

1. PURPOSE

The purpose of this Agreement is to protect the intellectual property, confidential information, educational resources, media assets, branding, and proprietary content owned by Gully Guides.

The Recipient acknowledges that they may receive access to confidential and proprietary materials belonging exclusively to the Owner for the limited purpose of assisting with media editing, production, or related collaborative work.

2. OWNERSHIP OF INTELLECTUAL PROPERTY

The Recipient acknowledges and agrees that all content associated with Gully Guides is and shall remain the sole and exclusive property of the Owner.

This includes, but is not limited to:

- Videos
- Edited videos
- Raw footage
- Scripts
- Educational resources
- Lesson materials
- Presentations
- Audio recordings
- Voiceovers
- Graphics
- Branding
- Logos
- Animations

- Course materials
- Website content
- Social media content
- Thumbnails
- Marketing materials
- Research
- Teaching resources
- Drafts and unfinished works
- Derivative works or adaptations

The Recipient acknowledges that they acquire no ownership, copyright, equity, partnership interest, authorship rights, or commercial claim over any material belonging to Gully Guides.

3. ASSIGNMENT OF RIGHTS

To the fullest extent permitted by law, any work, edit, modification, enhancement, arrangement, or contribution made by the Recipient in connection with content belonging to Gully Guides shall automatically become the sole property of the Owner upon creation.

The Recipient irrevocably assigns to the Owner:

- All copyright
- All intellectual property rights
- All commercial rights
- All publication rights
- All distribution rights
- All adaptation rights
- Any future rights arising from such work

The Recipient agrees not to challenge or dispute the Owner's rights, title, or ownership of the materials.

4. CONFIDENTIALITY

The Recipient agrees to keep strictly confidential all information, files, materials, systems, strategies, and content associated with Gully Guides.

Confidential information includes, but is not limited to:

- Unreleased videos
- Educational products
- Premium resources
- Scripts
- Subscriber or customer information
- Business plans

- Pricing structures
- Marketing strategies
- Internal systems
- Creative concepts
- Branding materials
- Login credentials
- Production workflows

The Recipient must not disclose, copy, share, reproduce, distribute, publish, transmit, or communicate confidential information to any third party without the prior written consent of the Owner.

5. PROHIBITED CONDUCT

The Recipient must not:

- Claim ownership of any content belonging to Gully Guides
- Upload or distribute content without permission
- Share files with third parties
- Sell or license the content
- Use the content for personal commercial gain
- Repurpose the content for other clients or businesses
- Use the materials to create competing educational products
- Remove branding, logos, or identifying marks
- Publish content to portfolios, websites, or social media without written permission

The Recipient acknowledges that all content is proprietary and commercially valuable.

6. RETURN & DELETION OF MATERIALS

Upon request by the Owner, or upon termination of collaboration, the Recipient must immediately:

- Return all files and materials belonging to the Owner
- Permanently delete all digital copies from devices, drives, cloud storage, backups, and accounts
- Cease all use of the materials

The Recipient may not retain archives, copies, extracts, screenshots, or backups unless expressly authorised in writing by the Owner.

7. INJUNCTIVE RELIEF & LEGAL REMEDIES

The Recipient acknowledges that unauthorised disclosure or misuse of the Owner's intellectual property may cause significant commercial harm.

In the event of breach, the Owner shall be entitled to seek:

- Injunctive relief
 - Immediate takedown/removal orders
 - Financial damages
 - Recovery of legal costs
 - Any additional remedies available under law
-

8. SURVIVAL OF OBLIGATIONS

The obligations relating to:

- Intellectual property
- Confidentiality
- Non-distribution
- Non-disclosure
- Ownership rights

shall survive indefinitely after the end of any working relationship.

9. GOVERNING LAW

This Agreement shall be governed by the laws of:

New South Wales, Australia

The parties submit to the jurisdiction of the courts of New South Wales.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding confidentiality and intellectual property protection.

Any amendments must be made in writing and signed by both parties.

SIGNATURES

OWNER

Name: Mr William Gulson
Business: Gully Guides



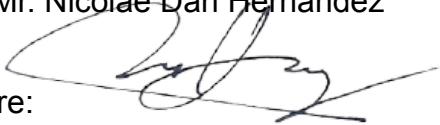
Signature:

Date: 6th May 2026

RECIPIENT

Name: Mr. Nicolae Dan Hernandez

Signature:



Date: 13th May 2026