

COMMONWEALTH OF AUSTRALIA
Copyright Act 1968

IN THE COPYRIGHT TRIBUNAL OF AUSTRALIA
FILE NO. CT1 OF 2021

REFERENCE BY: Australasian Performing Right Association Limited ABN 42 000 016 099
Australasian Mechanical Copyright Owners' Society Limited ABN 78 001 678 851 (**APRA AMCOS**)

under Section 154 of the *Copyright Act 1968* (Cth)

ORDER

TRIBUNAL: **PERRAM J (President)**

DATE: **19 June 2025**


WHERE MADE: **SYDNEY**



THE TRIBUNAL ORDERS THAT:

1. The legal representatives of Netflix, Inc be released from their confidentiality undertakings provided to the Tribunal in this proceeding, to the extent necessary to permit those legal representatives to disclose a copy of Confidential Exhibit AMS-9 to the affidavit of Adam Moxon Simpson affirmed on 30 May 2025 to Ms Jeannette Dietrich, and Mr Paul Jones, following the execution by those individuals of undertakings to the Tribunal in the form annexed to these orders, and service of those undertakings on the other parties to this proceeding.

Date that entry is stamped: 19 June 2025


The Hon Justice Nye Perram, President

**ANNEXURE – CONFIDENTIALITY UNDERTAKING FOR NETFLIX INSTRUCTORS
IN RELATION TO CONFIDENTIAL EXHIBIT AMS-9**

I, [Jeannette Dietrich / Paul Jones (as applicable)], of [address], undertake to the Copyright Tribunal of Australia that unless the Tribunal otherwise orders:

1. I will keep Confidential Exhibit AMS-9 to the affidavit of Adam Moxon Simpson affirmed on 30 May 2025, and the information contained therein (the Confidential Information), confidential at all times and will establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access or use.
2. I will not use the Confidential Information for any purpose other than the conduct of Copyright Tribunal of Australia proceeding no. 1 of 2021 (the Proceeding).
3. I will not disclose the Confidential Information to any person other than:
 - (a) the legal representatives for Netflix, Inc in the Proceeding who have provided confidentiality undertakings to the Tribunal (Authorised Legal Representatives); or
 - (b) [Paul Jones / Jeannette Dietrich (as applicable)], provided that [he/she (as applicable)] has executed a confidentiality undertaking in the same form as this undertaking.
4. I will promptly notify the Authorised Legal Representatives if I become aware of any unauthorised use or disclosure of the Confidential Information.
5. Upon completion of the Proceeding, and without limiting the obligations above, I shall at my election: (a) destroy; or (b) deliver up (in the case of physical documents) to the Authorised Legal Representatives; the Confidential Information (including, for the avoidance of doubt, all documents reproducing or derived from the Confidential Information).
6. This undertaking does not prevent:
 - (a) any use or disclosure of information which is in the public domain or comes into the public domain, unless the information comes into the public domain because of a breach of an obligation of confidentiality; or
 - (b) any use or disclosure of information which has been properly disclosed to me in the Proceeding on either a non-confidential or "Category C" basis.
7. I submit to the jurisdiction of the Copyright Tribunal of Australia and all Australian courts in relation to this undertaking.
8. I may vary this undertaking with the written consent of APRA, AMCOS, or their legal representatives.

9. The parties to the Proceeding or I may apply to the Tribunal to seek orders or directions in respect of this undertaking.

Signature

Name

Date