



NON-DISCLOSURE AGREEMENT

Motley Media as Disclosing Party - the Recipient agrees not to disclose Motley Media confidential information

Document purpose: This form is used when Motley Media & Digital Productions discloses confidential information, private project material, quotes, creative concepts, production material, MotFlix access details, client media, commercial information or other restricted material to another person or organisation and requires that recipient to keep it confidential.

1. Business and Document Details

Field	Details
Disclosing Party	Motley Media & Digital Productions (ABN 64 511 853 908)
Principal / Managing Director	Ray Gorgievski
Address	Princes Hwy, Rockdale NSW 2216
Email	admin@motleymedia.com.au
Website	www.motleymedia.com.au
Mobile	0452 668 539
Document type	Unilateral Non-Disclosure Agreement - Motley Media disclosing confidential information
Governing law	New South Wales, Australia

2. Parties

Field	Details
Disclosing Party	Motley Media & Digital Productions (ABN 64 511 853 908)
Receiving Party / Recipient	[Insert full legal name, ABN/ACN if applicable and address]
Effective date	[Insert date]
Project / matter	[Insert project name or matter description]

Operative Clauses

3. Agreement and consideration

Motley Media may disclose Confidential Information to the Recipient for the Permitted Purpose. In consideration of that disclosure, access, quotation, collaboration, delivery, review or negotiation opportunity, the Recipient agrees to comply with this NDA.

This NDA applies to Confidential Information disclosed before, on or after the Effective Date where the disclosure relates to the Project, the Permitted Purpose, MotFlix access, MotPix/photo-gallery access, media delivery, creative development, commercial negotiations or the business relationship between the parties.

4. Confidential Information

Confidential Information means information disclosed by or on behalf of Motley Media that is confidential, private, commercially sensitive, not generally available to the public, marked confidential, described as confidential, or which a reasonable person would understand to be confidential in the circumstances.

Confidential Information may include quotes, estimates, pricing, creative concepts, scripts, production plans, design drafts, editing approaches, supplier details, technical workflows, client information, private event details, unreleased photographs, videos, audio, graphics, downloads, project files, project links, portal access codes, passwords, watermark-free files, business records, templates, forms, correspondence and any information relating to Motley Media's clients or projects.

5. Recipient obligations

The Recipient must:

- keep the Confidential Information confidential and protect it with reasonable care and security controls;
- use the Confidential Information only for the Permitted Purpose;
- not disclose, publish, upload, post, broadcast, stream, forward, sell, licence, distribute or otherwise make the Confidential Information available to any unauthorised person;



- not share MotFlix, gallery, project-portal, download, review or restricted-access links, passwords or access codes except as expressly authorised in writing by Motley Media;
- not copy, screenshot, screen-record, scrape, reverse engineer, extract, alter, remove watermarks from, or create derivative works from Confidential Information except as expressly authorised for the Permitted Purpose;
- not use the Confidential Information to compete with, bypass, solicit away from, undermine or commercially prejudice Motley Media;
- limit access to authorised representatives who genuinely need access for the Permitted Purpose and who are bound by confidentiality obligations or professional duties;
- notify Motley Media promptly after becoming aware of any unauthorised access, loss, misuse or disclosure of Confidential Information; and
- comply with any additional handling requirements set out in Schedule 1 or Schedule 2.

6. MotFlix, private project and media-delivery restrictions

Where the Recipient receives access to a restricted project, private gallery, MotFlix project page, review copy, draft edit, final media file, downloadable album, graphic-design file, working file or delivery link, the Recipient must treat that access as confidential unless Motley Media gives written approval for broader sharing.

The Recipient must not circulate private project material to third parties, social media pages, public groups, media outlets, competitors, subcontractors or other persons unless Motley Media has expressly approved that disclosure in writing or the relevant client-release permissions clearly authorise that use.

7. Permitted disclosures

The Recipient may disclose Confidential Information only to the extent reasonably necessary:

- to authorised officers, employees, contractors or professional advisers who genuinely need access for the Permitted Purpose and are bound by confidentiality obligations or professional duties;
- with Motley Media's prior written approval;
- to comply with law, a court order, tribunal order, regulatory requirement, lawful subpoena, compulsory notice or government authority request;
- to obtain independent legal, accounting, insurance or professional advice; or
- where the relevant information has ceased to be confidential under clause 8.

8. Exclusions

The confidentiality obligations do not apply to information that the Recipient can prove:

- is or becomes public other than through breach of this NDA;
- was already lawfully known to the Recipient before disclosure by Motley Media;
- was independently developed by the Recipient without use of or reference to the Confidential Information;
- was lawfully received from a third party who was not under a confidentiality obligation; or
- must be disclosed by law, provided that the Recipient gives Motley Media prior notice where legally permitted and reasonably practicable.

9. Return, deletion and retention

On written request from Motley Media, the Recipient must return, delete or securely destroy Confidential Information within a reasonable time, except to the extent retention is required by law, insurance, accounting, dispute resolution, backup integrity or legitimate business record-keeping obligations.

If the Recipient has downloaded media files, project files, graphics, albums, videos or working material, the Recipient must delete or return those files when access is revoked, the Permitted Purpose ends, or Motley Media reasonably requests deletion, unless a written licence, purchase agreement or client-delivery permission expressly allows continued possession.

10. Ownership and no licence

All Confidential Information remains the property of Motley Media, its clients or the relevant rights holder. No intellectual property right, licence, title, assignment, portfolio right, publication right, resale right, transfer right or commercial exploitation right is granted to the Recipient except the limited right to use the Confidential Information for the Permitted Purpose.

11. Privacy and personal information

If Confidential Information contains personal information, images, video, audio, identifying information or sensitive contextual information relating to individuals, the Recipient must handle that information consistently with applicable privacy obligations, the Permitted Purpose and any written restrictions notified by Motley Media.

12. Term and survival

This NDA commences on the Effective Date. Unless Schedule 1 states a shorter period, the confidentiality obligations continue for five years from the last disclosure. Confidential Information that remains a trade secret, private personal information, unreleased media, access



credential, security-sensitive information or legally protected information remains protected for so long as it remains confidential and is not lawfully made public.

13. No unlawful restraint or prohibited silence

Nothing in this NDA prevents a party from making a disclosure required or protected by law, making a protected disclosure to a regulator, court, tribunal or law-enforcement body, obtaining independent legal advice, reporting unlawful conduct, exercising statutory rights, or making any disclosure that cannot lawfully be restricted.

14. Breach and remedies

The Recipient acknowledges that unauthorised use or disclosure of Confidential Information may cause harm that is not adequately remedied by damages alone. Motley Media may seek urgent equitable relief, injunctions, specific performance, damages, account of profits, costs and any other available remedy, subject to the law and the court's discretion.

15. General

This NDA does not create a partnership, employment relationship, agency relationship, joint venture or exclusive dealing relationship.

Any amendment must be in writing and signed or expressly accepted by the parties.

If any term is invalid or unenforceable, that term is severed to the minimum extent necessary and the remaining terms continue to operate.

This NDA is governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and courts entitled to hear appeals from them.

Schedule 1 - Confidential Information and Permitted Purpose

Schedule item	Details
Project / matter name	[Insert project or matter name]
Permitted purpose	[Insert the precise purpose for disclosure, assessment, quotation, production, editing, delivery, collaboration or related service]
Confidential information covered	[Insert specific documents, media files, project briefs, designs, client lists, pricing, access credentials, locations, production plans, personal information or other material]
Authorised representatives	[Insert names/roles of people permitted to receive or access the Confidential Information]
Special handling requirements	[Insert secure upload/download requirements, storage limits, deletion date, watermarking, child-safety restrictions, venue restrictions or other conditions]
Expiry / review date	[Insert date or write Not applicable]

Schedule 2 - Special Conditions

Condition	Details
Additional restrictions	[Insert any additional restrictions or write Not applicable]
Approved publication use	[Insert any approved publication, portfolio, social media, delivery portal or marketing use, or write None]
Approved download rights	[Insert any approved download rights, project portal rights or client-delivery permissions]
Conflicting agreement priority	If another written agreement between the parties expressly conflicts with this NDA, the more specific project agreement applies to the extent of the inconsistency only.

Execution

Execution condition: This document is not effective unless completed and signed by the required parties. Electronic signature, scanned signature and counterpart execution are permitted unless a party expressly requires wet ink signature before signing.

Signed for Motley Media & Digital Productions	Signed by the Receiving Party / Recipient
Name: Ray Gorgievski	Name:
Position / Authority:	Position / Authority:
Signature:	Signature:
Date:	Date: