



NON-DISCLOSURE AGREEMENT

Motley Media as Receiving Party - Motley Media agrees not to disclose another party's confidential information

Document purpose: This form is used when a client, supplier, venue, school, organisation, contractor or other person discloses confidential information to Motley Media & Digital Productions and requires Motley Media to keep that information confidential for a stated project or business purpose.

1. Business and Document Details

Field	Details
Receiving 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 receiving confidential information
Governing law	New South Wales, Australia

2. Parties

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

Operative Clauses

3. Agreement and consideration

The Disclosing Party may disclose Confidential Information to the Receiving Party for the Permitted Purpose. In consideration of that disclosure and the Receiving Party being permitted to receive, assess, handle, store, quote on, produce, edit, deliver or otherwise use the Confidential Information for the Permitted Purpose, the Receiving Party 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 or the business relationship between the parties.

4. Confidential Information

Confidential Information means information disclosed by or on behalf of the Disclosing Party 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 written, oral, visual, electronic, photographic, video, audio, digital, technical, operational, commercial, creative, personal, financial, security, access-control or project information, including briefs, scripts, schedules, locations, school or child-related information, project files, media files, portal links, passwords, pricing, designs, intellectual property, business records and correspondence.

5. Receiving Party obligations

The Receiving Party 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 the Confidential Information to any person except as permitted by this NDA;
- limit access to personnel, contractors and advisers who genuinely need access for the Permitted Purpose and who are bound by confidentiality obligations or professional duties;



- not copy, reproduce, publish, upload, broadcast, distribute or make derivative use of Confidential Information except as reasonably necessary for the Permitted Purpose;
- not use the Confidential Information for personal advantage, competitive advantage or any purpose adverse to the Disclosing Party;
- notify the Disclosing Party 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. Permitted disclosures

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

- to its officers, personnel, approved subcontractors, professional advisers, insurers, accountants, lawyers, IT service providers, cloud-storage providers or delivery-platform providers for the Permitted Purpose;
- with the Disclosing Party's prior written approval;
- to comply with law, a court order, tribunal order, regulatory requirement, lawful subpoena, compulsory notice or government authority request;
- to enforce this NDA or obtain legal, accounting, insurance, security or professional advice; or
- where the relevant information has ceased to be confidential under clause 7.

7. Exclusions

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

- is or becomes public other than through breach of this NDA;
- was already lawfully known to the Receiving Party before disclosure by the Disclosing Party;
- was independently developed by the Receiving Party 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 Receiving Party gives the Disclosing Party prior notice where legally permitted and reasonably practicable.

8. Media production handling

Where Confidential Information includes photographs, video, audio, graphics, documents, personal information, project data, private event details, school-related material, restricted venue material or access credentials, the Receiving Party may handle that material only to perform the relevant production, editing, storage, backup, review, delivery, quotation, consultation or administrative service.

This NDA does not itself grant Motley Media permission to publish, advertise, display, sell or use the Disclosing Party's private material for portfolio or marketing purposes. Any such permission must be granted separately in writing, including through a client release, project agreement or media-use consent form.

9. Return, deletion and retention

On written request from the Disclosing Party, the Receiving Party 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.

The Receiving Party may retain one archival copy solely for legal, compliance, insurance, audit or dispute-resolution purposes, provided that the retained copy remains subject to this NDA.

10. Ownership and no licence

All Confidential Information remains the property of the Disclosing Party or its relevant owner. No intellectual property right, licence, title, assignment or commercial exploitation right is granted to the Receiving Party 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 Receiving Party must handle that information consistently with applicable privacy obligations, the Permitted Purpose and any written restrictions notified by the Disclosing Party.

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 Receiving Party acknowledges that unauthorised use or disclosure of Confidential Information may cause harm that is not adequately remedied by damages alone. The Disclosing Party 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 by the Disclosing Party	Signed for Motley Media & Digital Productions
Name: _____	Name: Ray Gorgievski _____
Position / Authority: _____	Position / Authority: _____
Signature: _____	Signature: _____
Date: _____	Date: _____