

ILLUMIN8 PRODUCTIONS

Glen Family Trust t/a Illumin8 Productions | ABN 67 277 272 560 | Hervey Bay, Queensland | illumin8productions.com.au

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Agreement is made on [DATE] between:

Glen Family Trust t/a Illumin8 Productions, ABN 67 277 272 560, of Hervey Bay, Queensland (“Illumin8”); and
[Client / Organisation Name], ABN/ACN [_____], of [Address] (“the Client”),
together “the Parties”.

1. Purpose

The Parties wish to share certain confidential material in connection with a proposed or current video production, cinema advertising or related creative project (“the Project”). This Agreement sets out the terms on which that material will be protected.

2. Confidential Information

“Confidential Information” means any information disclosed by one Party (“the Disclosing Party”) to the other (“the Receiving Party”), whether in writing, verbally, electronically or by any other means, that is marked confidential or that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure. This includes, without limitation, unreleased footage, scripts, campaign strategy, branding assets, business or government material, pricing, and any other material relating to the Project.

3. Exclusions

Confidential Information does not include material that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was already lawfully known to the Receiving Party before disclosure; (c) is independently developed without reference to the Confidential Information; or (d) is required to be disclosed by law, provided the Disclosing Party is given reasonable notice where legally permitted.

4. Obligations of the Receiving Party

The Receiving Party agrees to: (a) hold all Confidential Information in strict confidence; (b) use it only for the purpose of the Project; (c) limit access to employees or contractors who need it to deliver the Project and who are bound by equivalent confidentiality obligations; (d) apply reasonable security measures, including encrypted storage and transfer, to protect it; and (e) not disclose it to any third party without the Disclosing Party's prior written consent.

5. Term

This Agreement takes effect on the date above and continues for the duration of the Project and for a period of two (2) years following its completion, or until the Confidential Information ceases to be confidential through no breach of this Agreement, whichever occurs first.

6. Return or Destruction of Material

On written request, or on completion of the Project, the Receiving Party will return or securely destroy all Confidential Information in its possession, save for material it is required to retain by law or standard archival practice.

7. No Obligation

Nothing in this Agreement obliges either Party to proceed with the Project, enter into any further agreement, or disclose any particular information.

8. Governing Law

This Agreement is governed by the laws of Queensland, Australia, and the Parties submit to the jurisdiction of its courts.

9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties in relation to confidentiality for the Project and supersedes any prior discussions on the subject.

Signed for and on behalf of Illumin8 Productions

Name: _____

Signature: _____

Date: _____

Signed for and on behalf of the Client

Name: _____

Signature: _____

Date: _____