



MUTUAL NON-DISCLOSURE AGREEMENT

(Creative Development & Narrative Collaboration)

This document is provided as a standard mutual confidentiality agreement for creative discussions. Parties are encouraged to seek their own legal advice and may propose reasonable modifications where required.

This document is provided for review and does not create an agreement between BJC and any person merely by accessing, viewing, or downloading it. The Agreement takes effect only when completed and accepted by both Parties.

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of:

Date: _____

by and between:

Barry Dowling, operating as ByJollyColostrum

ABN: 91 015 187 242

("BJC"), and

Name: _____
Full Legal Name of Creator

BJC and Creator may each be referred to as a "Party" and collectively as the "Parties."

1. Purpose

The Parties wish to explore a potential creative collaboration relating to narrative development, publishing, film, audio, or other story-based media (the "Purpose"). In connection with this Purpose, each Party may disclose confidential or proprietary information.

2. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by one Party ("Disclosing Party") to the other ("Receiving Party"), whether in written, oral, visual, digital, or any other form, including but not limited to:

- Story concepts, plots, characters, treatments, outlines



- Manuscripts, scripts, drafts, notes
- Creative strategies, world-building materials
- Business plans, production plans, budgets
- Personal contact information and correspondence

Confidential Information also includes the existence and nature of discussions between the Parties.

Confidential Information will be protected whether or not it is marked or expressly identified as confidential, where a reasonable person would understand from the nature of the information or the circumstances of its disclosure that it is confidential.

3. Exclusions

Confidential Information does **not** include information that:

- a) Is or becomes publicly available through no breach of this Agreement.
- b) Was lawfully known to the Receiving Party prior to disclosure.
- c) Is independently developed without use of the Disclosing Party's information.
- d) Is received lawfully from a third party without restriction.
- e) Is required to be disclosed by law, court order, or lawful government authority, provided that, where legally permitted, the Receiving Party gives the Disclosing Party reasonable notice of the required disclosure and discloses only the information legally required.

4. Obligations of the Receiving Party

The Receiving Party agrees to:

- Use Confidential Information solely for the Purpose described in this Agreement
- Not disclose Confidential Information to any third party without prior written consent, except to professional advisers, contractors, or representatives who reasonably require access for the Purpose and who are subject to appropriate confidentiality obligations.
- Protect Confidential Information with reasonable care, no less than used to protect its own confidential materials
- Limit access to Confidential Information only to individuals who need to know for the Purpose



5. No Transfer of Rights

Nothing in this Agreement grants any ownership, license, or rights to the Receiving Party in the Disclosing Party's Confidential Information, intellectual property, or creative work.

All intellectual property remains the sole property of its original owner unless otherwise agreed in writing.

6. Unsolicited Similarity Clause

The Parties acknowledge that BJC develops and produces original creative works across multiple genres and formats. Creator agrees that BJC may independently develop projects that are similar in theme, genre, tone, or general concept, provided BJC does not use Creator's Confidential Information in doing so.

Similarity alone between independently developed material and the Creator's material will not constitute evidence that BJC has used or disclosed the Creator's Confidential Information.

7. Return or Destruction of Materials

Upon written request, the Receiving Party shall return or destroy Confidential Information provided by the Disclosing Party, except for copies required to be retained by law and copies contained in routine electronic backups that cannot reasonably be isolated or deleted. Any Confidential Information retained under this provision remains subject to the confidentiality obligations of this Agreement.

8. Term

This Agreement begins on the Effective Date. The confidentiality obligations applying to Confidential Information continue for **five (5) years** from the date that information is disclosed.

Notwithstanding the above, unpublished scripts, manuscripts, treatments, outlines, story concepts, characters, world-building materials, and other unpublished creative material remain confidential until such material becomes publicly available through no breach of this Agreement.

Trade secrets remain protected for as long as they remain trade secrets under applicable law.



9. No Obligation to Proceed

Nothing in this Agreement obligates either Party to enter into any further agreement or creative collaboration.

10. No Partnership

This Agreement does not create a partnership, joint venture, employment relationship, or agency between the Parties.

11. Governing Law

This Agreement is governed by the laws of Queensland, Australia. The Parties submit to the jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.

12. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning Confidential Information and supersedes all prior discussions or agreements relating to the Purpose.

Any amendments must be in writing and signed by both Parties.

13. Electronic Signatures and Counterparts

Electronic Signatures and Counterparts

This Agreement may be executed electronically and in counterparts. Each counterpart will be deemed an original and together will constitute one Agreement. An electronic signature or electronically transmitted signed copy will have the same effect as an original signature to the extent permitted by applicable law.

14. Signatures

By signing below, the Parties acknowledge they have read and agree to the terms of this Agreement.

ByJollyColostrum

Name: _____

ABN: _____

Title: _____

Signature: _____

Date: _____

Creator

Name: _____

Signature: _____

Date: _____