



NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (“Agreement”) is made on this ___ day of _____, 20___, by and between:

So Juicy, a business operating at 270 Queen Street, Brisbane QLD 4000, Australia (hereinafter referred to as the “Disclosing Party”),

and

_____, residing at _____
(hereinafter referred to as the “Receiving Party”).

1. PURPOSE

The Receiving Party agrees to receive confidential information for the purpose of evaluating, discussing, or engaging in business activities related to the operations of So Juicy, including but not limited to employment, franchise operations, or business partnerships.

2. DEFINITION OF CONFIDENTIAL INFORMATION

“Confidential Information” includes, but is not limited to:

- Recipes, ingredients, formulations, and preparation methods
- Pricing, customer data, marketing strategies
- Operational manuals, supplier and vendor details
- Financial information, business plans, and proprietary technology

3. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:



- a. Maintain the confidentiality of the Confidential Information with at least the same degree of care as they use to protect their own confidential information, and not less than a reasonable standard of care.
- b. Not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.
- c. Use the Confidential Information solely for the permitted purpose and not for any personal or competitive advantage.

4. EXCLUSIONS

This Agreement does not apply to information that:

- a. Was in the public domain at the time of disclosure or becomes publicly available through no fault of the Receiving Party.
- b. Is lawfully obtained from a third party without breach of this Agreement.
- c. Is independently developed by the Receiving Party without reference to the Confidential Information.

5. TERM

This Agreement shall remain in effect for a period of three (3) years from the date of execution, or until the Confidential Information no longer qualifies as confidential, whichever comes first.

6. RETURN OR DESTRUCTION

Upon request, the Receiving Party shall return or destroy all materials containing Confidential Information and provide written certification of such return or destruction.

7. REMEDIES

Any breach of this Agreement may result in irreparable harm for which damages may be inadequate. The Disclosing Party shall be entitled to injunctive relief in addition to any other legal remedies.



8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Queensland, Australia.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DISCLOSING PARTY (So Juicy)

Signature: _____

Name: _____

Title: _____

Date: _____

RECEIVING PARTY

Signature: _____

Name: _____

Date: _____