

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is made and entered into on May, 24th 2023 by and between:

Sullivan The Frog Enterprises LLC. ("Disclosing Party"), located at Sullivan The Frog Studios, and

[] ("Receiving Party"), located at [Your Mobile Home, Mom's House, Etc.].

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information related to the concept of "Chinese Style Gyro," including but not limited to its recipes, ingredients, preparation methods, and business strategies (collectively referred to as the "Confidential Information");

WHEREAS, the Receiving Party desires to listen to the "Podcast About List" (the "Podcast") hosted by the Disclosing Party, wherein the concept of "Chinese Style Gyro" may be discussed or disclosed;

WHEREAS, the Disclosing Party wishes to protect its Confidential Information and prevent its unauthorized disclosure, reproduction, or use;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Definition of Confidential Information:

"Confidential Information" refers to any information disclosed by the Disclosing Party to the Receiving Party during the Podcast or any related discussions, including but not limited to ideas, concepts, recipes, ingredients, trade secrets, business strategies, marketing plans, financial information, and any other information that is not generally known to the public.

Non-Disclosure Obligations:

- a) The Receiving Party agrees to maintain the confidentiality of the Confidential Information and to not disclose, reproduce, transmit, publish, or use the Confidential Information for any purpose other than personal informational purposes.
- b) The Receiving Party shall exercise the same degree of care and diligence in protecting the Confidential Information as it would with its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

Limitations on Use:

- a) The Receiving Party shall not use the Confidential Information for any commercial or competitive purpose, including but not limited to developing or marketing a similar or competing product or service.

b) The Receiving Party shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.

Exceptions to Confidentiality:

The obligations of confidentiality and non-disclosure shall not apply to any information that:

- a) Was known to the Receiving Party prior to its disclosure by the Disclosing Party, as evidenced by written records;
- b) Becomes publicly known or available without a breach of this Agreement by the Receiving Party;
- c) Is received by the Receiving Party from a third party without any restriction on disclosure;
- d) Is independently developed by the Receiving Party without reference to or use of the Confidential Information.

Injunctive Relief and Damages:

The Receiving Party acknowledges that any unauthorized disclosure, reproduction, or use of the Confidential Information may cause irreparable harm to the Disclosing Party. Therefore, in the event of a breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

Furthermore, the Receiving Party agrees to pay liquidated damages in the amount of \$40.00 USD to the Disclosing Party for each violation of this Agreement.

Term and Termination:

This Agreement shall remain in effect from the Effective Date and shall continue until the earlier of:

- a) Written agreement by both parties to terminate this Agreement;
- b) Five (5) years from the Effective Date.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Disclosing Party is located. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

Entire Agreement and Amendments:

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, or understandings, whether written or oral. No modification or amendment to this Agreement shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the Effective Date.

Disclosing Party:

Sullivan The Frog Enterprises LLC.

Receiving Party:
[Your Name Here]

Signature: _____

Date: _____

