



Confidential Application and Non-Disclosure Agreement

Dear Applicant, please read the following:

This Application is used to help determine your suitability to own and operate a Katrina Sweets & Confectionary shop. We will rely on the information you provide us in order to make a decision concerning your suitability. All information contained in this application will be treated as confidential information. This Application is not a contract, and does not obligate either party in any manner except as it relates to the Section G: Confidentiality & Non-Disclosure Agreement. All Applicants must complete, sign and submit this Confidential Application and Non-Disclosure Agreement.

SECTION A – PERSONAL INFORMATION

(Please attach a copy of your Emirates ID or passport photo here)

| | | | | |
|--|--------------------------------|---|----------|---|
| <div style="border: 1px solid black; height: 250px; width: 100%;"></div> | Full name: | <input style="width: 100%;" type="text"/> | | |
| | Date of Birth: | <input style="width: 50px;" type="text"/> / <input style="width: 50px;" type="text"/> / <input style="width: 50px;" type="text"/> | Age: | <input style="width: 50px;" type="text"/> |
| | Current Address: | <input style="width: 100%;" type="text"/> | | |
| | Emirate, City | <input style="width: 200px;" type="text"/> | P.O.Box | <input style="width: 100px;" type="text"/> |
| | Tel No.: (Home) | <input style="width: 50px;" type="text"/> - <input style="width: 50px;" type="text"/> | (Mobile) | <input style="width: 50px;" type="text"/> - <input style="width: 50px;" type="text"/> |
| | Email Address: | <input style="width: 100%;" type="text"/> | | |
| | Emirates ID or passport No.: | <input style="width: 100%;" type="text"/> | | |
| | Full Name of Spouse / Partner: | <input style="width: 100%;" type="text"/> | | |
| | Legal name | <input style="width: 100%;" type="text"/> | | |

SECTION B – BACKGROUND INFORMATION

Will you devote full-time efforts to this business? Yes No

If not, please state how you propose to manage the business:

Will you have a business partner? Yes No

If yes, name of business partner(s):

Will he/she devote his/her full-time to the business? Yes No

Occupation:

Occupation:

Will he/she devote his/her full-time to the business? Yes No

Occupation:

Will he/she devote his/her full-time to the business? Yes No



SECTION C – BUSINESS / WORK EXPERIENCE

YOUR OCCUPATION RECORD

Have you ever owned or managed a retail business or franchise? No Yes, provide details below:

Large empty rectangular box for providing details about business ownership or management.

Please list most recent occupations held

Employer's Name:

Address:

City State Zip

Position Held:

Period of Employment: From To

Gross Annual Income: \$

Employer's Name:

Address:

City State Zip

Position Held:

Period of Employment: From To

Gross Annual Income: \$

EDUCATIONAL RECORD

Highest Level Attained:

Date: / /

Degree / Focus:



SECTION D - REFERENCES

BUSINESS REFERENCES

Accountant, Attorney or Professional Advisor

Name: Company Title:

Company: Telephone No.:

Address:

Other

Name: Company Title:

Company: Telephone No.:

Address:

PERSONAL REFERENCES

(Other than family)

Name: Telephone No.:

Address:

Name: Telephone No.:

Address:

SECTION E – FRANCHISE CAPITALIZATION

How do you plan on capitalizing your business:

Cash Savings \$ Retirement Plan \$ Loan \$ Other \$

Explain Other

Total Funds Available:

Comment



SECTION F – PRIVACY POLICY

We understand the importance of the privacy of your personal information and the following is our policy in relation to the collection and use of your personal information:

1. We only collect the information you provide voluntarily. We will only collect other information about you with your consent.
2. We will use the information submitted in this application to determine your suitability as an owner of a Katrina Shoppe and the rights to use the Katrina name.
3. We, and our agents, take reasonable steps to protect your personal information disclosed in this application including holding it in confidence, preventing misuse, loss, unauthorized access, or modification.

SECTION G – NON-DISCLOSURE AGREEMENT (NDA)

As an Applicant, you are exploring and considering the possibility of owning a Katrina shop; and it is anticipated that Katrina and its authorized agents will disclose to you information that it is proprietary and confidential related to our products and services, so you need to sign and date the attached Exhibit A before we can process your application.

SECTION H – DECLARATION

I understand that the purpose of this application is to help assess my suitability as an owner and operator of a Katrina Shop and corresponding rights to use the trademarked Katrina name in commerce, and to indicate a preferred location(s) for a Shop. It does not obligate either Katrina, its agents, or myself in any way whatsoever. This application does not constitute an offer to purchase or open a Katrina Shop at any location.

I understand that Katrina reserves the right to confirm the information in this application, speak to references, and run a credit report and full background check at my expense if needed.

I certify that all the information contained in this application is true and correct and agree to update this information if there are any changes. Furthermore, I agree with the terms set forth in Exhibit A and have separately signed the Confidentiality & Non-Disclosure Agreement in that Exhibit.

Applicant's Signature: _____ Date: / /

Preferred Location:

Submit your completed application to in one of the following two ways:

1. Scan and email to: franchise@katrinasweets.com
2. Submit in real at our office, call tel. No. +971 4 813 2300 for assistance

If you have any questions or comments regarding this application, contact Katrina at +971 4 813 2300 or franchise@katrinasweets.com





Terms of NDA

1. Confidential Information. "Confidential Information" means any related information or materials created, developed, and disclosed by the group of companies Katrina Bakery LLC with trade license 741933 and Katrina Sweet & Confectionary with trade license 599452 (jointly "KATRINA") to Applicant ("Recipient") or its agents, whether in oral, audio, visual or written form, concerning the KATRINA intellectual property including the brand, shop concept, menu, products and recipes ("Products"), or the business and operations of KATRINA including without limitation any marketing information, ideas, concepts, specifications, know-how, processes or other information of KATRINA that by its nature is generally considered proprietary and confidential as it relates the KATRINA intellectual property and Products.

2. Confidentiality and Use.

2.1 Standard of Care. Recipient will keep in confidence all Confidential Information that it receives from KATRINA, using the same degree of care it uses to protect its own confidential or proprietary information, which degree may not be less than a reasonable standard of care.

2.2 Limitation on Use. Recipient will not, directly or indirectly, use any Confidential Information for any purpose without the prior written consent of KATRINA, except for the purpose of evaluating the Confidential Information in order to evaluate the purchase of the rights to use and distribute the Products.

2.3 Non-Disclosure. Recipient will not, directly or indirectly, disclose any Confidential Information that it receives from KATRINA to any third party, including any individual, corporation, company, partnership, organization, association or other entity or person, or to any person within Recipient other than those involved in a relationship with KATRINA.

2.4 Materials. Recipient will not scan, photocopy or reproduce any portion of the Confidential Information and, upon completion of its review for the purpose of business discussions, will return to the KATRINA the Confidential Information and all material related thereto, including all tangible embodiments, electronic and paper documents, copies and summaries thereof.

2.5 Survival. All obligations of confidentiality, non-disclosure and non-circumvent will survive the termination of the relationship or transaction between KATRINA and Recipient and will continue for a period of three (3) years thereafter.

3. Exclusions. The obligations imposed by this NDA do not apply with respect to any Confidential Information that: (a) is used or disclosed by Recipient with the prior written consent of KATRINA, to the extent of the consent; (b) is generally available to the public at the time of disclosure to Recipient; (c) becomes generally available to the public through no act or disclosure by Recipient or its employees; or (d) is required to be disclosed pursuant to judicial order or other compulsion of law, if Recipient provides to KATRINA prompt notice of any order and Recipient complies with any protective or similar order imposed on the disclosure.

5. Injunctive Relief. It is hereby understood and agreed that damages would be an inadequate remedy in the event of a breach by Recipient of this NDA and that any such breach by Recipient would cause KATRINA significant and irreparable injury and damage. Accordingly, Recipient agrees that KATRINA will be entitled, without waiving any additional rights or remedies otherwise available to KATRINA at law or in equity, to injunctive and other equitable relief in the event of a breach or intended or threatened breach by Recipient of this NDA.

6. Miscellaneous. This NDA constitutes the entire NDA between the Recipient and KATRINA and its related entities regarding the subject matter hereof, supersedes and replaces all prior NDAs, oral or written, between them relating to the subject matter hereof, and may not be changed or modified except in writing and executed by Recipient and KATRINA.

This NDA is binding upon the Recipient and its permitted successors and assigns. A failure or delay by either Party in exercising any right under this NDA is not a waiver of any rights. In case any provision of this NDA is declared invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this NDA, and this NDA shall be construed as if such provision had not been contained herein, provided that such provision shall be limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.

This NDA may be executed in several counterparts and by facsimile and is governed, enforced and construed under the laws of the United Arab Emirates, without regard to its conflict of laws principles. The venue for any action under this NDA shall be in Dubai, UAE, whether or not such venue is or subsequently becomes inconvenient, and the parties consent to the jurisdiction of any federal or state court located in Dubai, UAE.

Signed this ____ day of _____, 2018.

Signature (Recipient)

Name (Recipient)

Seals

Signature (KATRINA)

Name (KATRINA)