

**Confidentiality Agreement**

The undersigned (the “Employee”) acknowledges that during the course of his/her employment he/she may be exposed to “Confidential Information” of byPeterandPauls.com Hospitality and Entertainment Group[[1]](#footnote-1) (“byPeterandPauls.com”). For the purpose of this Agreement, the term “Confidential Information” shall include all information of a confidential or proprietary nature relating to the business of byPeterandPauls.com including without limitation:

1. Client databases and phone lists;
2. Manuals and/or employee information;
3. Menus and recipes;
4. Marketing plans;
5. Non-public financial information and results of operation; and
6. Such information which byPeterandPauls.com would reasonably consider to be confidential in nature.

NON-DISCLOSURE

The Employee agrees that during the term of his/her employment and after the termination of his/her employment, for any reason, he/she shall not directly or indirectly (i) use for his/her own benefit or for the benefit of others; (ii) authorize or permit the use, dissemination or disclosure to any person, firm or entity of any Confidential Information without the express written consent of the President of byPeterandPauls.com, nor will the Employee remove any material from the business premises without the authorization of byPeterandPauls.com. The Employee acknowledges and agrees that all Confidential Information used, or generated during the course of working for byPeterandPauls.com remains the property of byPeterandPauls.com.

NON-COMPETITION

The Employee acknowledges that he/she will acquire proprietary information concerning the, development and marketing of present and future products and services of byPeterandPauls.com as the result of his/her employment and that this information either constitutes trade secrets or is not generally known or easily obtained from sources outside byPeterandPauls.com*.* In addition, the Employee acknowledges that relationships with customers are difficult to develop and are of significant value to byPeterandPauls.com and it is due to his/her employment that he/she developed a relationship with its customers.

During the time the Employee is employed by byPeterandPauls.com, (the “Employment Period”) the Employee agrees not to engage in any way whatsoever, directly and indirectly, in any business that is competitive with business carried on by byPeterandPauls.com, nor solicit or in any other manner work for or assist any business which is competitive with the business of byPeterandPauls.com.

For a period of one (1) year following the termination of the Employment Period (whether with or without cause), the Employee agrees not to engage or participate, directly or indirectly, by himself/herself or in connection with any other person(s) within a ten (10) mile radius of any of our locations of byPeterandPauls.com,in any business which is competitive with the business of byPeterandPauls.com*.*

For a period of one (1) year following the termination of this Agreement for whatever reasons, the Employee agrees not to:

1. attempt, either directly or indirectly, to induce or attempt to influence any Employee of byPeterandPauls.com to leave byPeterandPauls.com's employ; and
2. solicit directly or indirectly, for his/her own behalf or on behalf of any other person(s) or entity(ies), in any geographic market in which byPeterandPauls.com is then doing business or preparing to do business, any customer of byPeterandPauls.com of which the Employee is aware that had purchased goods/services from byPeterandPauls.com at any time in the twelve (12) months preceding the date of termination or that byPeterandPauls.com is then actively soliciting, for the purpose of designing, developing, marketing or distributing any product or service competitive with any product or service then offered by byPeterandPauls.com.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held overly broad or invalid by any court or other authority with jurisdiction over the parties, the Employee agrees that the provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with the applicable law and the remaining portions will be enforced as written. If it is not possible to restate the invalid or overly broad provision in a valid or legal manner, then the overly broad or invalid provision shall be deemed not a part of this Agreement and the other provisions shall remain in full force and effect.

COPY OF AGREEMENT

The Employee hereby acknowledges receipt of a copy of this Agreement duly signed by byPeterandPauls.comand confirms that he/she had the opportunity to review its terms and that he/she fully understands it and has either received independent legal advice thereon or, after having been afforded the opportunity to seek it, has elected not to seek independent legal advice.

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS (print name):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POSITION OF WITNESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMPLOYEE (print name):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POSITION OF EMPLOYEE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**byPeterandPauls.com Hospitality & Entertainment Group**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AUTHORIZED SIGNING OFFICER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE

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*Revised February 19th, 2017 Diane Kolodziej*

1. byPeterandPauls.com Hospitality & Entertainment Group includes, without limitation, Peter & Paul’s Inc., Peter & Paul’s Manor Ltd., Peter & Paul’s Basket & Gifts Inc. (cob as “Peter & Paul’s Gifts”) , 1327018 Ontario Limited (cob as “Bellagio Boutique Event Venue”), 1362489 Ontario Limited (cob as “Peter and Pauls Event Catering”), 1379022 Ontario Limited, 1423792 Ontario Limited (cob as “Paramount Event Space”), 1438888 Ontario Limited (cob as “Engine8 Media”), Sound Sensation (cob as “S4 Entertainment Audio Visual”), 1847540 Ontario Limited (cob as “Savoy”), 1794377 Ontario Limited (cob as “The Vue Event Venue”), 1895299 Ontario Limited (cob as “Universal Event Space”), 2502370 Ontario Limited (cob as “The Clubhouse Event Space”) and such other companies as may from time to time constitute the byPeterandPauls.com Hospitality & Entertainment Group. [↑](#footnote-ref-1)