

## Performer Confidentiality Terms

Merry Holidays! Please note that this email contains sensitive information about our Hire A Santa venture such as pricing and other confidential details. To protect our business we kindly request that you refrain from sharing any information with anyone outside of the intended organization and individual recipient of this email.

The parties agree with each other as follows:

**1. Confidentiality.** The Contractor understands and agrees that the business of the Company depends on the confidentiality of the information contained in this Agreement, particularly the Hourly Rate and the identity and contact information of the Clients. The Contractor therefore covenants and agrees to treat the Hourly Rate as confidential information (the "Confidential Information"). During the term of this Agreement and at all times following its termination by any means, the Contractor shall:

- a)** Keep the Confidential Information in strict confidence, and not divulge any aspect of the Confidential Information to any entity; and
- b)** Use the Confidential Information for no purpose other than those relating to performing the Services and being paid for such under the terms of this Agreement.

The Contractor understands and agrees that maintaining the confidentiality of the Confidential Information is essential to the business of the Company, and that any breach of this "Confidentiality" section of this Agreement will cause the Company irreparable harm that cannot be repaired by damages alone, accordingly the Contractor agrees that in the event of any breach of this "Confidentiality" section the Company may be forced to apply to a Court for injunctive relief against the Contractor, and the Contractor hereby waives all defences to any such application. Notwithstanding anything to the contrary contained herein, the obligations of the Contractor under this "Confidentiality" section shall survive the expiration or termination of this Agreement.

**2. Non-Competition.** At no time during or after the term of this Agreement will the Contractor collect or use the contact information of any Client or Clients which the Contractor may receive, for any purpose other than performing the Services pursuant to the terms of this Agreement. This includes but is not limited to the know-how, information, knowledge, and data relating to processes, methods, and formula used, developed, investigated or considered by the company, produce use or application, financial and cost data, customer lists, customer requirements, employee lists, personnel lists, terms of sales and other trade relations matters, and



any other information that may relate to the Company or any party affiliated with the Company in any manner whatsoever.

The Contractor understands and agrees that any breach of this "Non-Competition" section will cause the Company irreparable harm that cannot be repaired by damages alone, accordingly the Contractor agrees that in the event of any breach of this "Non-Competition" section the Company may be forced to apply to a Court for injunctive relief against the Contractor, and the Contractor hereby waives all defenses to any such application. Notwithstanding anything to the contrary contained herein, the obligations of the Contractor under this "Non-Competition" section shall survive the expiration or termination of this Agreement.

If you received this notification by mistake please alert us immediately at [HeadElf@HireASanta.ca](mailto:HeadElf@HireASanta.ca).

If you have any other questions please feel free to contact us directly for more details.

I have read the Terms and Conditions privacy policy and agree for all the confidentiality involved!