**Non -Disclosure Agreement and Customer Privacy Protocols**

**Bloomex,** a Canadian corporation, with its head office located at 4095 Belgreen Drive, K1G 3N3 Ottawa Ontario is engaged in the delivery of floral and ancillary gifts to customers throughout Canada. It is hereinafter referred to as the Employer;

 **Individual** is a full time or part time employee a Bloomex with a work location at Ottawa ON;. hereinafter referred to as the Employee;

**Whereas** Employer has developed a unique model for the delivery of floral arrangements and gifts which involve the Internet, private owners of floral boutiques and Bloomex as both a wholesaler and a retailer;

**And Whereas** the Employee has access to this unique model;

**And whereas the Employer** values its client relations dealings with both its retail customer base and floral boutiques;

**AND Whereas** the Employee has direct with retail customers of floral boutiques which can impact the nature of the relationshipbetween customers and boutiques;

**NOW THEREFORE** the Parties agree as follows:

# 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any information disclosed by the Employer to the Employee, either directly or indirectly, in writing, orally, or by inspection of tangible objects, including, but not limited to, business plans, customer data, designs, documents, drawings, financial analyses, forecasts, inventions, prototypes, strategies, trade secrets, and any other non-public information. Confidential Information shall not include information that:
a) Is or becomes publicly known and available through no action or inaction of the Employee;
b) Was in the Employee’s possession without confidentiality restrictions prior to disclosure by the Employer;
c) Is lawfully disclosed to the Employee by a third party without restriction on disclosure;
d) Is independently developed by the Employee without use of or reference to Confidential Information.

# 2. Obligations of the Employee

The Employee shall:
a) Maintain the confidentiality of the Confidential Information and shall not disclose such information to any third party without the prior written consent of the Employer;
b) Take all reasonable precautions to protect the confidentiality of the Confidential Information;
c) Use the Confidential Information solely for the purpose of [specific purpose].

# 3. Term and Termination

This Agreement shall remain in effect until terminated by either party with written notice to the other. However, the obligations with respect to Confidential Information disclosed during the term shall survive for a period of five (5) years following termination of this Agreement.

# 4. No License

Nothing in this Agreement grants the Employee any rights to or under any patents, copyrights, trade secrets, or other intellectual property of the Employer.

# 5. Return of Materials

Upon termination or upon request of the Employer, the Employee shall promptly return or destroy all materials embodying Confidential Information.

# 6. Remedies

The Employee acknowledges that any breach or threatened breach of this Agreement would cause irreparable harm to the Employer, and therefore, the Employer shall be entitled to seek injunctive relief in addition to any other legal remedies including outright dismissal.

# 7. Miscellaneous

a) This Agreement shall be governed by and construed in accordance with the laws of Ontario;
b) This Agreement contains the entire understanding between the parties with respect to the Confidential Information and supersedes all prior discussions and agreements between them;

c) Any amendments to this Agreement must be in writing and signed by both parties.

**8. Privacy Protocols**
As noted above in the definition of Confidential Information customer data ,strategies and other customer information is to be kept confidential. As such the Employee is strictly prevented from posting or referencing any and all manner of negative customer information on social media sites. Article 6 shall apply for remedies for breach of this provision.

 And

## IN WITNESS WHEREOF

The parties have executed this Agreement as of the \_\_\_\_\_day of \_\_\_\_\_\_\_ 2024.

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  **Bloomex**

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 [Receiving Party's Name]