

# Non-Disclosure Agreement

## **Between:**

Competenz Deutschland AG, Karlsplatz 3, 80687 Munich, acting as representative for the Solutions-for-Health corporate alliance, hereinafter also referred to as both the “Disclosing Party” and the “Receiving Party”.

And

\_\_\_\_\_ hereinafter  
also referred to as both the “Disclosing Party” and the “Receiving Party”.

Together referred to as the “Parties”.

## **Preamble:**

The Parties intend to enter into discussions regarding recruitment/placement, change of country, etc. In the course of these discussions and activities, confidential information may be disclosed.

## **1. Definition of Confidential Information:**

For the purposes of this agreement, the term “Confidential Information” means all information disclosed by the Disclosing Party in connection with the topics referred to in the Preamble, including, without limitation, work processes, experts and cooperation partners, practice data (employees, staff, patient base, etc.), financial and building data, and other non-public information.

## **2. Obligations of the Receiving Party:**

The Receiving Party undertakes to treat the Confidential Information as strictly confidential and to take all reasonable measures to maintain the confidentiality of the information. The Receiving Party shall neither disclose the Confidential Information nor use it for its own purposes unless this is required for the intended activities.

## **3. Limited Disclosure:**

The Receiving Party may disclose the Confidential Information only to persons who are directly involved in the intended activities and who are also bound by a confidentiality obligation. The Disclosing Party shall be informed in writing in advance of any intended disclosure.

## **4. Term of the Obligations:**

The confidentiality obligations under this agreement shall remain in force beyond the discussions and activities.

**5. Return or Destruction of Information:**

Upon completion of the discussions / the project, or upon request of the Disclosing Party, the Receiving Party undertakes to destroy or return all Confidential Information received.

**6. Exceptions:**

The confidentiality obligations shall not apply to information that is already publicly known or that was developed independently by another party irrespective of this agreement.

**7. Governing Law:**

This agreement shall be governed by the laws of the Federal Republic of Germany.

**8. Dispute Resolution:**

All disputes in connection with this agreement shall be settled through negotiations. If no agreement is reached, the dispute shall fall within the jurisdiction of the ordinary courts.

**9. Extension:**

This agreement also applies to information of the Solutions for Health corporate alliance (Premium Med AG, Immo Med Consult AG, Helvetia Med AG, Doc Solution Schweiz AG).

....., on .....  
Place, date

.....  
Signature/stamp of the Parties

.....  
Signature/stamp of the Parties