



## CONFIDENTIALITY AGREEMENT

Truth for Health Foundation is a 501(c)(3) public charity incorporated in AZ, USA and approved as a non-profit under IRS regulations.

*In consideration of my entering into a role with Truth for Health Foundation (hereinafter, "The Foundation"), as Medical Power of Attorney for \_\_\_\_\_ (Patient Name and Date of Birth) requesting referral and resource assistance from The Foundation medical and nursing advisors and affiliated independent medical services professionals, I agree as follows:*

### A. CONFIDENTIALITY

I realize that my discussions and/or consulting/advisory/ role with The Foundation creates a relationship of high trust and confidence with respect to Confidential Personal and Protected Medical Information I may provide to the Foundation on behalf of the patient I represent, and also Confidential Information owned by or in the possession of The Foundation that may be learned or developed by me in my role with The Foundation. "Confidential Information" means all information provided by me on half of patient \_\_\_\_\_, or information owned or developed or non-public information conveyed by Dr. Vliet and The Foundation team of professionals relating to the comprehensive health services, faith and health programs and other services offered by the medical practices and The Foundation. Such Confidential Information includes, but is not limited to, factual information, proprietary treatment protocols and procedures, data, case studies, statistical analyses and models, interviews, profiles, business and financial plans, company policies, pricing, contracts, patient lists, consultant lists, treatment protocols/algorithms and procedures, patent concepts and applications, software developed by or for The Foundation, marketing and promotional materials, products, health program content, and any future business or strategic plans for The Foundation.

During and after my discussions and/or consulting with The Foundation and The Foundation team members with access to confidential information I provide, I also agree that we shall mutually:

- a) Protect and preserve the confidential and proprietary nature of all Confidential Information shared by either party;
- b) Not disclose, give, sell or otherwise transfer or make available, directly or indirectly, any Confidential Information to any third party for any purpose;
- c) Not use for commercial gain or any other purpose, or make any records or copies of, the Confidential Information, except as required for the performance of my discussions with or duties to The Foundation;
- d) Limit the dissemination of the Confidential Information to such other employees or consultants of The Foundation whose duties justify the need to know the Confidential Information, and then only provided that there is a clear understanding by such individuals of their obligation to maintain the confidential and proprietary nature of the Confidential Information

- e) Not disclose that The Foundation is performing services for the benefit of any individual patients or businesses except as otherwise mutually agreed by The Foundation and by me as agent for the patient;
- f) Comply with any security procedures for patient confidentiality as may be required by The Foundation for protection of the Confidential Information.

After the termination of my consulting with Dr. Vliet and The Foundation, both parties agree to return any retained Confidential Information if requested to do so.

**B. NON~SOLICITATION.**

*The following is a standard aspect of a mutual NDA, and while it may not be completely applicable to the referral and resources services requested, it remains a part of this agreement for the protection of both parties to this agreement, and in the event there are future roles where this may apply.*

I agree that, upon the termination of my employment, advisory or service relationship with The Foundation for any reason, and for a period of five (3) years thereafter, I will not directly or indirectly:

- a) Solicit or accept, any client or team member who was, at any time during the one (1)-year period prior to ending this agreement, a client or team member of The Foundation; or
- b) Solicit, employ or engage as a consultant any person who was, at any time during the one-year period prior to my ending this agreement, an employee of The Foundation.
- c) Use for commercial gain or any other purpose or disclose to any other party any aspect of the Confidential Information learned during my association with The Company

**C. REMEDY:** I acknowledge that violation of these provisions will cause The Foundation irreparable harm and may be cause for separation or court actions against me. I agree to pay The Foundation any costs, damages, and any reasonable attorneys' fees incurred The Foundation if it prevails in enforcing the terms of this Agreement.

The Foundation, as represented by the authorized representative(s) signing this agreement, also commits to extend the same degree of confidentiality to the second party in this agreement.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature Medical Power of Attorney Patient Advocate for Patient: \_\_\_\_\_ Print or Type Name

Witness: \_\_\_\_\_ Print or Type Name

*Elizabeth Lee Vliet, MD*  
Signature

Elizabeth Lee Vliet MD  
President/CEO, Truth for Health Foundation

\_\_\_\_\_  
Signature

Nicole Landers, RN, BSN, CCM, LNC  
Director, TFH COVID STRATEGY CARE TEAM