

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

Workforce Confidentiality and PHI Protection Agreement

Control Reference	HR-15
Document Version	1.0
Effective Date	June 1, 2026
Next Review	June 1, 2027
Classification	Confidential – Internal & Customer Use
Maintained by	Altnetix LLC Security & Compliance Team
Contact	compliance@altnetix.com

1. Parties and Purpose

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into between Altnetix LLC ("Company") and the undersigned workforce member ("Individual"). This Agreement establishes the Individual's obligations to protect Confidential Information and Protected Health Information ("PHI") encountered in connection with their role at the Company.

2. Definition of Confidential Information

"Confidential Information" includes all non-public information that the Company designates as confidential or that the Individual reasonably should understand to be confidential, including:

- Source code, algorithms, AI models, and technical architecture
- Customer lists, customer PHI, contract terms, and pricing
- Business strategies, roadmaps, financial data, and M&A activity
- Security assessments, vulnerability reports, and audit findings
- Personnel information, compensation data, and HR records
- Protected Health Information as defined under HIPAA, 45 CFR §160.103

3. Obligations of the Individual

- Maintain strict confidentiality of all Confidential Information
- Use Confidential Information only to perform assigned job duties
- Not disclose Confidential Information to any unauthorized person or entity
- Report any suspected unauthorized access or disclosure within 2 hours
- Return or destroy all Confidential Information upon separation from the Company
- Access PHI only on the minimum-necessary basis required for assigned duties

4. PHI-Specific Obligations

The Individual acknowledges they have received HIPAA Privacy and Security training and understand that:

- Unauthorized access, use, or disclosure of PHI constitutes a HIPAA violation
- PHI may not be accessed for personal curiosity, even regarding known individuals
- PHI may not be removed from Company systems except through approved workflows
- Violations may result in civil penalties up to \$1.9M per violation category and criminal prosecution

5. Term and Survival

Obligations under this Agreement begin on the Individual's first day of employment or engagement and survive termination indefinitely with respect to trade secrets and PHI. Other Confidentiality obligations survive for 5 years following separation.

6. Remedies

The Individual acknowledges that breach of this Agreement would cause irreparable harm for which monetary damages would be inadequate. The Company is entitled to seek injunctive relief in addition to all other available remedies. Breach of HIPAA obligations may also be referred to the HHS Office for Civil Rights.

7. Acknowledgment

By signing below, the Individual confirms they have read, understood, and agree to be bound by this Agreement.

_____ Date: _____

Signature of Workforce Member

_____ Date: _____

Signature of Company Representative