

1. Considering the establishment of an employment relationship between
2. "BPrAL Kolegji Heimerer SH.P.K. (hereinafter "Employer") with address with address..., 10000 Prishtina, Kosovo, represented by ...
3. and
4. xxx (hereinafter "Employee"), the Employee agrees and accepts this:

## **5. Confidentiality Agreement**

6. This agreement is signed in order to ensure the confidentiality of the information related to the activity of the Employer, as well as to protect the interests of customers and their associates. The Parties agree to comply with the rules and requirements set out in the following text.

7. The following terms are defined as follows:

**Confidential Information** - means any information, including but not limited to, patient information, customer information, knowledge / knowledge or sources of the Employer including all companies associated with it, market information, which if disclosed may or may not be disclosed. would affect the market as well as any other confidential information about the Employer's business.

**Data of a confidential nature** - means any data or information related to the Employer's patients, clients and any data that contains confidential information.

**Archive** - means the collection of data and information subject to processing and storage in physical and electronic copies of documentation.

8. The employee must strictly keep secret the data has become aware to him/her during the period of employment and after its termination. During this period he / she should not compete with the Employer and cannot, for example, create / establish, work or maintain interests in a competitive company.

9. The employee must not use or disclose to other persons any kind of confidential information:

a. Related to the data of the patients in or that of their colleagues or partners of the Employer;

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b. Related to the business activity of any person who is in a relationship with the Employer, including customer data, in particular those that are considered private.

10. Paragraph 4 does not apply to information that is:

(i) used or made known during the regular exercise of employment obligations or with the prior written consent of the Employer; or

(ii) ordered to be made known by a court of competent jurisdiction or required to be made known by law.

11. The employee must strictly protect the confidentiality of the information that he has received directly or indirectly, both during and after the termination of the employment relationship concerning the information related to the activity of the Employer, which the Employer has obtained during employment relationship.

12. All documents, papers, technical data or other information that the Employer possesses during the course of the employment relationship, must remain the sole and exclusive property of the Employer and must be returned to the Employer upon request.

13. Access to the Employer's Archive or photocopy is allowed only after the relevant authorization and is allowed only for work issues.

14. Without the prior written consent of the supervisor of the department or unit, the Employee cannot make changes or modifications to the archive, even if this results from the fulfillment of his work duties.

15. The employee who finds that there is a security problem related to the information should immediately report to his superior, especially if the problem appears or results during the performance of the work that the Employee performs for the Employer.

16. Software programs, network and computers should only be used for business purposes. Downloading computer programs not approved by the Employer is not allowed. Users are protected by a password that must be personal and secret.

17. The obligations and limitations set out in this Agreement are unconditionally accepted by the Employee. These obligations will continue to apply even after the end of the Employment Contract (whether legal termination or not) for a period of two (2) years.

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18. In the event of a breach of obligations under paragraph 11, the Employer shall have the right to terminate this Employment Contract immediately and to claim its legitimate rights.

19. Each of the limitations in this Agreement shall be applicable independently of the others and its validity shall not be compromised if any of the others is invalid. If any of the restrictions are incomprehensible but would be understandable if words or parts of the restriction were to be concealed, the restriction would be applied with this modification as it may prove necessary to make it valid.

20. For any violation of the provisions of this agreement, the Employer at his discretion will apply penalties up to 12 months salary (calculated on the last salary of the Employee at the time of the violation or termination of employment). This does not infringe the Employer's right to compensation for damages caused.

Employer

Employee

Name:

Position:

Signature:

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\_\_\_\_\_

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