Firm Confidentiality Agreement

As an employee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Firm”), I acknowledge that I have been instructed regarding the confidentiality of all information related to representation of Firm clients (including the clients’ and prospective clients’ names, identifying information, and the fact that they have contacted the Firm), Firm proprietary information, client data (whether paper, electronic or other) and records (collectively “Confidential Information”) and any other information that is otherwise not readily available to the public in order to comply with the Rules of Professional Conduct, Ariz. R.S.Ct. 42 and federal and state privacy laws. I understand that even if Confidential Information is disclosed in public records or in the media, my disclosure and use of Confidential Information is restricted to the Authorized Disclosures listed below.

I understand that the Arizona Rules of Professional Conduct require attorneys, and their employees, contractors, vendors, and interns, to keep all client information confidential. The duty of confidentiality includes:

* Any mention of a name, address, date of birth or any other information that could identify a client;
* The facts involved in any case that could identify the case, including prosecution or defense evidence;
* Any mention to family, friends, or anyone outside of the firm that we represent a person, even if it is a close family member or loved one; and
* Any social media references to a particular case.

I am not permitted to reveal the fact that the Firm represents a particular person, or the specific facts of any case, unless the Managing Partner or my supervising attorney authorizes the release of that information.

Except as required by law, necessary in the course of my duties for the Firm, or where authorized in writing by the Managing or supervising attorney (collectively “Authorized Disclosures”), I shall keep all Confidential Information in strict confidence. I shall comply with reasonable measures to assure the security of all Confidential Information on electronic devices and in paper form. I will not disclose, use, disseminate, sell, copy, or keep any Confidential Information except for Authorized Disclosures, during my employment and after termination thereof, whether such termination is voluntary or involuntary, other than a list of the client matters on which I worked, which may be used only for conflict checking purposes for future employment.

These obligations include refraining from keeping any Confidential Information on personal electronic devices after my employment ends except as noted above. I also will refrain from discussing any Confidential Information related to client matters in public places such as elevators, restaurants, or courthouse hallways, and further shall refrain from discussing any Confidential Information on the Internet and/or social media, whether anonymously or not.

I shall take reasonable measures to assure the security of any Confidential Information in my possession while employed with Firm, including:

* Maintaining reasonable electronic security measures (as directed and updated by the Firm from time to time), including but not limited to using effective information security programs to protect against anticipated and unintentional threats or hazards to the security of the Confidential Information in my possession and implementing access controls on systems (including personal devices) to authenticate access by only authorized individuals,
* Storing and transmission of electronic Confidential Information on fully encrypted systems,
* Securing Firm paper/data in my car, home, and office space,
* Refraining from discussing Confidential Information in public places or with anyone not employed by the Firm,
* Notifying the Firm within twenty-four hours of any data security breach or misappropriation or loss of paper documents of the Firm or loss of any electronic devices that contain Confidential Information, and
* Assuring that paper documents that include Confidential Information are either returned or destroyed securely upon direction of the Firm.

I am responsible for complying with the Firm’s obligations under the Rules of Professional Conduct to secure and keep secret all Confidential Information. The measures set forth in this Firm Confidentiality Agreement (“Agreement”) are intended to comport with the lawyers’ ethical duties under Rules of Professional Conduct 1.6, 5.1 and 5.3.

I understand that any breach of confidentiality may be grounds for my immediate dismissal as a Firm employee and may subject me to civil liability.

Misappropriation of any Confidential Information, including but not limited to unauthorized use, copying, storage, or sharing of Confidential Information may be subject to civil and criminal charges.

Any Confidential Information that does NOT identify or contain information about Firm clients or prospective clients does NOT include: (1) information that is generally known in the legal community; (2) information that is now or subsequently becomes generally available to the public through no wrongful act by me; (3) information that I rightfully had in my possession prior to receiving Confidential Information from the Firm; (4) if I am a nonsupervisory employee: wages, hours, working conditions, including names, and contact information of nonsupervisory employees without disclosing client or prospective client information; or (5) information that I rightfully obtain from a third party who has the right to transfer or disclose it.

I understand that this duty to keep Confidential Information confidential continues even after my employment with the Firm terminates. I understand that even if information about a Firm client or prospective client is public record, it is not generally known, and I must keep such information confidential.

I agree that I am an employee at will and nothing in this Agreement creates a contract of employment between the Firm and me. I acknowledge that continued employment is sufficient consideration for this Agreement.

I understand that this Agreement does not prohibit me, if I am a nonsupervisory employee, from exercising my rights pursuant to the National Labor Relations Act to engage in protected concerted activities. I understand that this Agreement does not prohibit me from exercising my rights pursuant to the federal Speak Out Act to raise allegations of sexual harassment and/or sexual assault.

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Name of Employee

Signature and Date