

Confidentiality

Non-disclosure Undertaking and Security of Stored Information

Explanation: Our engagement with You¹ is a private matter between You and us. It will result in You giving us confidential information belonging to You. Confidential information will also be generated through our professional input; this will also belong to You. In both cases, the confidential information may be recorded in writing (electronically or as hard copy) or it may simply exist in oral communication.

We undertake:

- Not to disclose any such confidential information to any third party unless:
 - You give us permission in writing to do so, or
 - We are legally required to disclose it to a third party, eg by an order of the court, although this is very rare.
- **To safeguard** such confidential information and protect it from loss and unauthorized third-party access in particular through:
 - A *desk clear* policy when receiving visitors
 - End point protection for our IT equipment (including email surveillance, software firewall protection of computer terminals, and hardware perimeter firewall protection if this form of firewall should appear necessary on the basis of professional advice), with additional separately sourced malware protection
 - Guided by SRA² recommendations, cloud storage of confidential information:
 - backed up in real time to secure service provider locations
 - protected by encryption (both end-to-end encryption and encryption-at-rest)
 - subject to a zero-knowledge encryption key policy (the encryption key is known only to us)
 - Staff vigilance for electronic threats in incoming electronic information
 - Restricted individual employee rights to install new or updated software to our systems.

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¹ The term **You** has the same meaning as in the body of our Standard Terms & Conditions

² SRA means the Solicitors Regulation Authority