

THE RESPONSE DESK™

Confidentiality & Non-Disclosure Agreement

Sample copy for review. You can read these terms before you sign up; your personalized copy is prepared with your onboarding packet.

This Confidentiality & Non-Disclosure Agreement (“Agreement”) is entered into as of **[Date]** by and between **DPI Consulting** d/b/a The Response Desk (the “Company”) and **[Client Full Name]** (the “Client”).

1. Purpose

The parties exchange information so the Company can prepare correspondence for the Client. This Agreement protects that information.

2. Confidential Information

“Confidential Information” means any non-public information a party shares with the other in connection with the services, including the Client’s documents, facts, circumstances, contacts, and the substance of any letter, and the Company’s templates, methods, and written assessments.

3. The Company’s Obligations

The Company will use the Client’s Confidential Information solely to perform the services, will never sell it, and will protect it with reasonable safeguards, including access-controlled, encrypted storage. The Company will not disclose it to any third party except as needed to perform the work, or as required by law, such as a subpoena, court order, or lawful government request. Where the law allows, the Company will notify the Client before disclosing so the Client can object, and will disclose only what is legally required.

4. Document Handling & Destruction

Client-supplied documents are used only to perform the work. The Company keeps them, together with its engagement record (the signed agreements, the Situation Review, communications with the Client, and every draft and final letter), for **seven (7) years** after the engagement ends, so it can answer any question or claim about the work. After that period, Client-supplied documents are permanently destroyed. The Company will not destroy any record while it is subject to a legal hold, subpoena, or a pending or reasonably expected claim. Records are never sold or shared, except as described in Section 3. During the retention period, the Client may ask for a copy of the Client’s own documents at any time.

5. The Client’s Obligations

The Client will keep confidential the Company’s templates, methods, written assessments, and pricing details shared privately, and will not reproduce or distribute them. This does not limit the Client’s right to share the Client’s Situation Review, drafts, or letters with the Client’s own lawyer, accountant, or tax professional, or with any court or agency where required by law.

6. Exclusions

Confidential Information does not include information that is or becomes public through no fault of the receiving party, was already lawfully known, is independently developed, or must be disclosed by law or court order (with notice to the other party where permitted).

7. Not Attorney-Client Privilege

The Company is not a law firm. The confidentiality in this Agreement is a contractual promise between the parties. It is not attorney-client privilege and does not protect information from a lawful subpoena or court order.

8. Term & Survival

The confidentiality obligations in this Agreement begin on the date above and continue indefinitely, surviving the completion or termination of any engagement.

9. Governing Law

This Agreement is governed by the laws of the State of **Wyoming**.

Company: DPI Consulting d/b/a The Response Desk

Signature: _____ Date: _____

Printed Name: _____

Client: [Client Full Name]

Signature: _____ Date: _____

Printed Name: _____