



Safeguard is required by its clients to maintain the confidentiality of information it receives from its clients. As an independent contractor for Safeguard Properties Management, LLC (“Safeguard”), you signed an acknowledgment that states you will keep and maintain any and all information received from Safeguard (“Confidential Information”) as confidential. This requirement must be extended to any employees or subcontractors you may use, as you are responsible for their actions.

Below is the clause regarding confidentiality that you accepted as part of your acknowledgment. You are not required to use this exact language with your subcontractors and employees; however, you must bind your subcontractors and employees to confidentiality terms that provide Safeguard the same level of protection. You should review the language you chose to use with your employees and subcontractors with counsel familiar with the laws in the state(s) for which you operate.

### **Confidentiality Agreement Example**

As an (Employee / Independent Contractor) for (Vendor Name) I shall keep and maintain any and all information I receive from (Vendor Name) and Safeguard (“Confidential Information”) on a confidential basis. Confidential Information includes, but is not limited to, information relating to properties, the financial status of the property holder (i.e., eviction proceedings), the status of the property itself (i.e., foreclosure, default, etc.), loan information of any kind, and any pricing-related information or any information regarding the compensation I receive from Safeguard for work and services performed and assignments I have or am performing relating to a property. I understand and agree that any information concerning pricing or compensation is considered to be a trade secret and (Vendor Name) and Safeguard intellectual property.

Copying, using, distributing, or any other type or manner of disclosing Confidential Information to any third party, including but not limited to property holders, without the prior written consent of (Vendor Name) and Safeguard’s CEO, is strictly prohibited. This prohibition shall apply to any type or manner of unauthorized communication, whether verbal, written or electronic. Electronic communication includes, but is not limited to, communication or data transmitted by email, chat room, internet, blogs, and instant or text messaging. Any unauthorized use or communication may subject me to civil and/or criminal penalties under applicable federal, state or local law, injunctive relief, and shall result in my and/or my organization being removed from (Vendor Name) and Safeguard’s contractor list.

I agree to require all employees and subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially identical to those included in this undertaking relating to the treatment of Confidential Information.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date