

Sample Vendor Confidentiality & Non-Disclosure Agreement

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Meet Mark:

Mark Bassingthwaighte, Esq., serves as Risk Manager at [ALPS](#), a leading provider of insurance and risk management solutions for law firms. Since joining ALPS in 1998, Mark has worked with more than 1200 law firms nationwide, helping attorneys identify vulnerabilities, strengthen firm operations, and reduce professional liability risks.

He has presented over 700 continuing legal education (CLE) seminars across the United States and written extensively on the topics of risk management, legal ethics, and cyber security.

A trusted voice in the legal community, Mark is a member of the State Bar of Montana and the American Bar Association and holds a J.D. from Drake University Law School. His mission is to help attorneys build safer, more resilient practices in a rapidly evolving legal environment.



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This Vendor Confidentiality and Non-Disclosure Agreement (“Agreement”) is entered into by and between [**Firm Name**] (“Firm”) and [**Vendor Name**] (“Vendor”), including Vendor’s employees, contractors, agents, and subcontractors.

Purpose and Scope

Vendor may provide products or services that require intentional or incidental access to information relating to the Firm’s clients, legal matters, or business operations. The Firm is ethically and legally obligated to protect such information.

1. Definition of Confidential Information

“Confidential Information” includes all non-public information relating to the Firm, its clients, legal matters, operations, systems, or personnel, whether accessed intentionally or inadvertently. This includes, without limitation:

- Client identities and contact information
- All information relating to client matters or legal representation
- Documents, files, communications, and work product (paper or electronic)
- Information visible or audible during service work
- Firm business operations, financial information, and internal processes
- System configurations, passwords, access credentials, or security tools

2. Vendor Obligations

You agree that you and any employees, agents, or subcontractors under your direction shall:

- Avoid listening to, viewing, accessing, or reading any client communications, documents, or files, whether paper-based or electronic
- Refrain from attempting to open, browse, or otherwise interact with Firm or client materials not expressly required for your work
- Use only the access, systems, and information explicitly authorized by the Firm
- Keep all Confidential Information strictly confidential and use it solely for the purpose of performing contracted services
- Immediately report any inadvertent exposure to Confidential Information or any suspected security incident



3. Prohibited Conduct

The following actions are strictly prohibited:

- Accessing, reviewing, copying, or disclosing Confidential Information for any reason not authorized by the Firm
- Discussing or sharing Confidential Information with any third party
- Retaining any Firm or client information after services are completed

Any violation is grounds for immediate termination of the business relationship and may result in legal action.

4. Security and Technology Requirements

When performing work on Firm equipment, systems, or premises, you agree to:

- Follow all Firm security instructions and access protocols
- Protect devices and tools from unauthorized access
- Avoid using personal devices or storage media unless expressly permitted
- Maintain commercially reasonable safeguards consistent with industry standards
- Promptly notify the Firm of any actual or suspected unauthorized access, disclosure, or breach involving Confidential Information.

5. Term and Survival

This Agreement applies to all past, present, and future services provided by Vendor; and Vendor's duty of confidentiality continues indefinitely, including after completion of services or termination of the business relationship.

6. Acknowledgment

Vendor understands that the Firm is bound by professional duties of confidentiality and agrees to cooperate with the Firm in fulfilling those obligations.

By signing below, you acknowledge that you understand and agree to comply with this Agreement and that you will ensure all personnel under your control do the same.



Vendor Signature: _____

Date: _____

Printed Name / Title: _____

Company Name: _____