

Ralls & Wille, P.C.

ATTORNEYS AT LAW

314 South Sixth Avenue

Tucson, Arizona 85701

January 12, 2025

Re: Confidentiality and Data Security Agreement for Ralls & Wille, P.C.

Dr. Yotam Shmargad:

At Ralls & Wille, P.C. (“the firm”), there is a strict adherence to the attorney-client privilege, protective orders of the courts, and protective agreements entered into with opposing counsel. For that reason, we take steps to ensure the diligent protection of all data and information related to the representation of our clients.

To honor these principles, Ralls & Wille, P.C. requires all contractors, retained experts, investigations, or anyone otherwise engaged by the firm in the course of our clients’ representation to read, adopt, and sign the following confidentiality agreement:

I hereby acknowledge that I have read and agree to the following terms:

- 1) I will not divulge to others, during my term of contract or after my contract ceases, any confidential or protected information obtained during my work. This applies to active and closed cases or other activities that I may engage in on behalf of the firm.
- 2) I will be responsible for the internal and external safekeeping of all confidential or otherwise protected information provided by the firm.
 - a. Internal safekeeping of information means storing information in a reasonably safe manner, in accordance with industry standards, while in my possession. A reasonably safe manner may include encrypting servers, computers, or laptops; using a firewall; ensuring that access to an internal network is password protected, etc. A reasonably safe manner could also include keeping physical copies of confidential or protected information in a secure and private location that cannot be viewed or accessed by the public.
 - b. External safekeeping of information means sending information—either electronically or physically—in a manner that would prohibit third parties from accessing it while in transit. For example, safekeeping includes (1) the use of encrypted e-mail communications when transmitting confidential or

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otherwise protected information obtained by the firm or (2) when transporting or mailing electronic drives (hard drives, flash drives, thumb drives), ensuring the drives are encrypted. The firm will provide such drives whenever needed and upon request.

- 3) If I have any communication with the client of the firm, I will not communicate via text message or e-mail with the client. If the client texts messages or e-mails me, I will respond with a phone call and request that the client call me directly. If the client has *confidential* information to provide, I will ask that the information be shared orally or, in the case of electronic or physical information, that the information be physically delivered.
- 4) In accordance with my respective professional responsibilities and obligations, when disposing of materials related to work with the firm, the materials will be safely disposed of to ensure they cannot be accessed in the future. This includes shredding physical documents or ensuring that a hard drive cannot be recovered when disposing of the drive.
- 5) In the event of any data breach that I may suffer, or believe that I have suffered, I will notify a partner of the firm. I understand that the partner is under a duty to notify the Attorney General of Arizona pursuant to A.R.S. § 18-552 of any such data breach.

YOTAM SHMARGAD

(Date)

Best regards,



GRANT D. WILLE
Ralls & Wille, P.C.

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