

Client Confidentiality & Information Protection Agreement

The Construction Forensics Group ("CFG") recognizes that clients frequently provide sensitive information concerning their homes, properties, construction projects, disputes, financial matters, contractors, builders, insurers, attorneys, experts, and other parties.

CFG considers the confidentiality of client information an important part of the professional relationship.

1. INFORMATION COVERED

CFG will treat as confidential information obtained through or relating to a client engagement, including, as applicable:

- The identity and contact information of the client;
- The fact that the client has contacted, consulted with, or retained CFG;
- Property and project information;
- Contracts, warranties, estimates, invoices, and construction records;
- Photographs, videos, plans, reports, testing, and inspection information;
- Emails, text messages, correspondence, and other communications;
- Information concerning builders, contractors, subcontractors, developers, HOAs, insurers, experts, attorneys, or other involved parties;
- CFG's observations, evaluations, investigative findings, reports, strategies, and recommendations;
- Negotiations, proposed resolutions, settlements, or other outcomes; and
- Other nonpublic information obtained in connection with the engagement.

2. NO DISCLOSURE FOR REFERENCES OR MARKETING

CFG will not disclose a client's identity, contact information, project, dispute, case details, photographs, documents, or engagement for purposes of providing a reference, testimonial, case example, advertising, marketing, social media, or promotional material without the client's prior authorization.

If a prospective client or other person asks CFG for references, CFG will not provide the names or contact information of current or former clients without permission from those clients.

CFG may describe its general experience, types of matters handled, services provided, or anonymized examples provided the information is presented in a manner reasonably intended not to identify the client or property.

3. DISCLOSURES NECESSARY TO PERFORM THE ENGAGEMENT

The client authorizes CFG to disclose or exchange relevant information when reasonably necessary to perform the services for which CFG has been retained.

Depending upon the engagement, this may include communications with builders, developers, contractors, subcontractors, inspectors, engineers, laboratories, consultants, experts, insurance representatives, governmental or regulatory agencies, attorneys, or other persons whose involvement is reasonably necessary to investigate, document, evaluate, coordinate, or seek resolution of the matter.

CFG will endeavor to limit such disclosures to information reasonably relevant to the purpose for which the communication is being made.

4. CONSULTANTS, EXPERTS AND SERVICE PROVIDERS

CFG may utilize qualified consultants, experts, laboratories, inspectors, engineers, contractors, administrative personnel, technology providers, or other professional resources in connection with an engagement.

CFG may provide such persons with information reasonably necessary for them to perform their assigned function. Where appropriate, CFG will expect persons working directly on a confidential client matter to maintain the confidentiality of information provided to them.

5. ATTORNEYS AND LEGAL MATTERS

When a client is represented by counsel, or when CFG is retained by or works in coordination with counsel, CFG will endeavor to follow appropriate communication and information-handling protocols established for the engagement.

Nothing in this Agreement represents that communications with CFG are automatically protected by attorney-client privilege, attorney work-product protection, or any other legal privilege. The existence and scope of any legal privilege should be determined by the client's attorney.

CFG is not a law firm and does not provide legal advice.

6. REQUIRED DISCLOSURES

CFG may disclose information when reasonably necessary to comply with a subpoena, court order, governmental demand, applicable law, regulatory requirement, or other legally enforceable obligation.

When legally permitted and reasonably practicable, CFG will attempt to notify the client before producing confidential client information in response to a compulsory legal demand.

7. CLIENT AUTHORIZATION

A client may authorize CFG in writing to disclose specific information to designated persons or organizations.

Such authorization may be limited as to the information disclosed, recipient, purpose, or duration.

CFG will not interpret authorization to communicate with one person or organization as general authorization to disclose the client's information publicly or to unrelated third parties.

8. RECORDS AND INFORMATION SECURITY

CFG will use reasonable administrative and operational practices intended to protect client information within its possession or control.

Because electronic communications, cloud storage, email, file-transfer systems, and other technologies cannot be guaranteed to be completely secure, CFG cannot warrant absolute security against unauthorized access, system failures, cyber incidents, or circumstances outside CFG's reasonable control.

9. CLIENT-PROVIDED INFORMATION

CFG may rely upon documents, photographs, communications, statements, reports, and other information supplied by the client or third parties unless the scope of the engagement requires independent verification.

The client's provision of information to CFG authorizes CFG to use that information for purposes reasonably related to the engagement, subject to the confidentiality provisions of this Agreement.

10. OWNERSHIP AND USE OF CFG WORK PRODUCT

Reports, analyses, photographs, correspondence, chronologies, investigative materials, technical evaluations, and other work prepared by CFG may be provided and used in accordance with the client's engagement agreement and the purpose for which the work was prepared.

Confidentiality under this Agreement does not prevent CFG from maintaining appropriate business records or retaining copies of engagement materials for its records, professional purposes, risk management, or compliance obligations.

11. CONTINUING CONFIDENTIALITY

CFG's commitment to protecting confidential client information continues after completion or termination of the engagement.

Completion of a project, resolution of a dispute, settlement of a claim, or termination of CFG's services does not by itself authorize CFG to publicly identify the client or disclose confidential information concerning the engagement.

12. CLIENT REFERENCES

CFG does not require clients to serve as references.

If CFG believes a former or current client's experience may be helpful to another prospective client, CFG will first obtain permission before identifying that client or providing the client's contact information.

A client's decision not to provide a reference will have no effect on CFG's services or relationship with that client.

13. NO WAIVER OF CLIENT RIGHTS

Nothing in this Agreement is intended to waive any confidentiality, privacy, contractual, evidentiary, or other legal rights that may otherwise belong to the client.

Acknowledgment & Signatures

The parties acknowledge that confidentiality and responsible handling of information are important components of the professional relationship between CFG and its clients.

This Agreement is intended to establish CFG's confidentiality practices while permitting CFG to communicate and share information when reasonably necessary to investigate, document, coordinate, evaluate, and seek resolution of the client's matter.

CLIENT

Client Name

Property / Matter

Client Signature	Client Date

THE CONSTRUCTION FORENSICS GROUP

CFG Representative	Title

CFG Signature	CFG Date