

Privacy and Confidentiality Policy

WPR LLC

Effective Date: February 1st, 2025

1. Scope and Applicability

This Privacy and Confidentiality Policy ("Policy") applies to all clients, contractors, and partners engaging with WPR LLC ("Company") for research and consulting services. This Policy governs the collection, storage, use, disclosure, and protection of client data, proprietary information, and research-related materials.

By engaging the Company's services, the client acknowledges and agrees to the terms set forth in this Policy.

2. Confidentiality and Non-Disclosure

2.1. Client Confidential Information. The Company acknowledges that, in the course of providing services, it may receive or have access to proprietary, confidential, or otherwise sensitive information belonging to the client, including but not limited to research data, intellectual property, trade secrets, business strategies, unpublished findings, financial data, and proprietary methodologies ("Confidential Information").

2.2. Obligation of Non-Disclosure. The Company shall:

- (a) Maintain the confidentiality of all Confidential Information and exercise at least the same degree of care in protecting such information as it exercises in protecting its own confidential information, but in no event less than a reasonable standard of care.
- (b) Not disclose, share, sell, lease, or otherwise make available Confidential Information to any third party without the prior written consent of the client.
- (c) Use Confidential Information solely for the purpose of fulfilling contractual obligations to the client and not for any personal, commercial, or competitive advantage.

2.3. Exclusions. The obligations of confidentiality under this Section shall not apply to information that:

- (a) Was in the public domain at the time of disclosure or becomes publicly available through no fault of the Company.
- (b) Was lawfully received from a third party without an obligation of confidentiality.

(c) Is required to be disclosed by law, regulation, or court order, provided that the Company provides prompt written notice to the client prior to such disclosure to allow for the opportunity to seek a protective order or other legal remedy.

3. Data Security and Protection

3.1. Storage and Access. All data, records, research materials, and other client-related information shall be securely stored in compliance with applicable data protection regulations, including but not limited to General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and any relevant federal, state, or industry-specific requirements.

3.2. Data Retention. The Company shall retain client data only for the duration necessary to fulfill contractual obligations unless otherwise agreed in writing. Upon completion of services, the Company shall, at the client's written request, return, delete, or securely destroy all Confidential Information in its possession.

3.3. Unauthorized Access. The Company shall implement commercially reasonable measures to prevent unauthorized access, disclosure, or breach of Confidential Information. In the event of a data breach or unauthorized disclosure, the Company shall notify the client in writing within [Insert Timeframe, e.g., 72 hours] of becoming aware of such incident.

4. Intellectual Property and Research Ownership

4.1. Client Ownership. All research findings, reports, analyses, datasets, and other deliverables produced by the Company under contract with the client shall be deemed work-for-hire and shall be the exclusive property of the client unless otherwise specified in a separate written agreement.

4.2. No Competing Use. The Company shall not use, distribute, modify, repurpose, or claim ownership of any research, methodologies, or proprietary content developed under contract for the client.

5. Third-Party Disclosures and Subcontracting

5.1. No Unauthorized Third-Party Sharing. The Company shall not engage subcontractors, consultants, or third parties in the performance of research services involving Confidential Information without obtaining the prior written consent of the client.

5.2. Compliance with Legal and Ethical Standards. The Company ensures that all research services comply with applicable ethical standards, research integrity guidelines, and data protection laws, including but not limited to:

(a) The Federal Policy for the Protection of Human Subjects (Common Rule), where applicable.

(b) The National Science Foundation (NSF) Responsible Conduct of Research (RCR) requirements, where applicable.

(c) Any other relevant industry, governmental, or academic regulations.

6. Non-Solicitation and Non-Competition

6.1. Non-Solicitation of Employees. For the duration of any contractual engagement and for a period of 12 months thereafter, neither party shall solicit for employment or contract any employee, consultant, or affiliate of the other party who was directly involved in the performance of services under this Policy, without prior written consent.

6.2. Non-Competition. The Company shall not use client-provided research or insights to develop, market, or consult on competing technologies, services, or products for a period of 24 months, unless otherwise agreed in writing.

7. Governing Law and Dispute Resolution

7.1. Governing Law. This Policy shall be governed by and construed in accordance with the laws of the State of Virginia, without regard to conflicts of law principles.

7.2. Dispute Resolution. Any dispute, claim, or controversy arising out of or relating to this Policy shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association (AAA). The arbitration shall take place in King William, Virginia Jurisdiction and the decision rendered shall be final and enforceable in any court of competent jurisdiction.

8. Amendments and Modifications

The Company reserves the right to modify or amend this Policy at any time. Any such modifications shall be effective upon posting to the Company's website or upon written notice to the client.

9. Contact Information

For inquiries regarding this Policy, please contact:

WPR LLC EMAIL: info@wpr-llc.com