

# BOOKKEEPING AND PAYROLL CONFIDENTIALITY AGREEMENT

This Bookkeeping and Payroll Confidentiality Agreement (the "Agreement") is entered into and made effective as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between:

**Client:** \_\_\_\_\_, with a principal place of business or residence at \_\_\_\_\_ (hereinafter referred to as the "Disclosing Party"), and

**Service Provider:** \_\_\_\_\_, with a principal place of business or residence at \_\_\_\_\_ (hereinafter referred to as the "Receiving Party").

The Disclosing Party and the Receiving Party may collectively be referred to as the "Parties" or individually as a "Party."

## 1. PURPOSE

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The Disclosing Party has engaged or wishes to engage the Receiving Party to perform bookkeeping, accounting, and/or payroll services. In connection with these services, the Receiving Party will have access to highly sensitive financial, payroll, employee, and business information. This Agreement is executed to ensure the absolute confidentiality and security of all such information.

## 2. DEFINITION OF CONFIDENTIAL INFORMATION

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For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value, personal privacy value, or other utility in the business in which Disclosing Party is engaged. If Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Information is transmitted orally, the Disclosing Party shall promptly provide a writing identifying such information as confidential. Confidential Information specifically includes, but is not limited to:

- a. Employee payroll records, wage rates, social security numbers, banking details, tax withholding forms, benefits information, and personnel files;
- b. Corporate bank account numbers, credit card details, financial statements, balance sheets, profit and loss statements, and tax returns;
- c. Client lists, vendor details, pricing structures, business plans, and financial projections;
- d. Access credentials, usernames, passwords, and security protocols for financial institutions, accounting software, and payroll platforms.

## 3. OBLIGATIONS OF RECEIVING PARTY

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The Receiving Party shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required, and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. The Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

## 4. STANDARD OF CARE

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The Receiving Party shall protect the Confidential Information using at least the same degree of care that it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care, including the implementation of appropriate administrative, physical, and technical safeguards to prevent unauthorized access or disclosure.

## 5. EXCLUSIONS FROM CONFIDENTIALITY

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Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

## **6. TERM AND RETURN OF INFORMATION**

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The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until such time as Disclosing Party releases Receiving Party from such obligation in writing, or until the Confidential Information no longer qualifies as a trade secret or confidential business data under applicable law. Upon termination of the services or upon written request of the Disclosing Party, the Receiving Party shall immediately return or destroy all physical or electronic copies of Confidential Information in its possession.

## **7. LEGAL DISCLOSURES**

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If the Receiving Party is legally required by court order, subpoena, or governmental authority to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

## **8. GOVERNING LAW**

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This Agreement shall be construed in accordance with and governed by the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles.

## **9. ENTIRE AGREEMENT**

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This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Bookkeeping and Payroll Confidentiality Agreement as of the Effective Date written above.

**DISCLOSING PARTY (CLIENT)**

**RECEIVING PARTY (SERVICE PROVIDER)**

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Signature

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Signature

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Printed Name

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Printed Name

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Title

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Title

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Date

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Date