

CONFIDENTIALITY AGREEMENT FOR EXTERNAL BOOKKEEPING SERVICES

This Confidentiality Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

Client: _____

Address: _____

(hereinafter referred to as the "Disclosing Party")

And

Bookkeeper/Accounting Firm: _____

Address: _____

(hereinafter referred to as the "Receiving Party")

1. PURPOSE OF DISCLOSURE

The Disclosing Party wishes to engage the Receiving Party to provide outsourced bookkeeping, accounting, and/or financial consulting services. In connection with these services, the Disclosing Party will provide the Receiving Party with access to certain proprietary, financial, and confidential information. This Agreement is executed to ensure the protection and confidentiality of all such shared information.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Confidential Information includes, but is not limited to: bank statements, tax returns, general ledgers, payroll records, customer lists, financial statements, billing records, business plans, passwords, login credentials, and any other proprietary financial data disclosed orally or in writing.

3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to:

- (a) Hold the Confidential Information in the strictest confidence and take all reasonable precautions to prevent any unauthorized disclosure or use thereof.
- (b) Limit access to the Confidential Information solely to employees, subcontractors, or agents who have a direct need to know such information for the sole purpose of performing the bookkeeping services, and who are bound by confidentiality obligations no less restrictive than those contained herein.
- (c) Not copy, reproduce, or store the Confidential Information on any unsecured server, local drive, or device, and to utilize industry-standard encryption and security protocols for any transmission or storage of the data.
- (d) Not use the Confidential Information for their own benefit, or for the benefit of any third party, other than for the performance of the agreed-upon services for the Disclosing Party.

4. EXCLUSIONS FROM CONFIDENTIALITY

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 (d) is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to disclosure.

5. TERM AND TERMINATION

The non-disclosure provisions of this Agreement shall survive the termination of the service relationship between the parties and shall remain in effect for a period of _____ years from the date of termination, or until such time as the Disclosing Party releases the Receiving Party from such obligation in writing.

6. RETURN OR DESTRUCTION OF INFORMATION

Upon the written request of the Disclosing Party or upon the termination of services, the Receiving Party shall immediately return to the Disclosing Party, or securely destroy, all physical and electronic copies of the Confidential Information in its possession, and certify such destruction in writing to the Disclosing Party.

7. REMEDIES

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party, for which monetary damages alone would be inadequate. Consequently, the Disclosing Party shall be entitled to seek injunctive relief to prevent breaches of this Agreement, in addition to any other legal remedies available.

8. GOVERNING LAW

This Agreement shall be construed, interpreted, and governed by the laws of the State/Country of _____, without regard to its conflict of law principles.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the confidentiality of the subject matter herein and supersedes all prior discussions, agreements, or representations.

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality Agreement as of the date first written above.

DISCLOSING PARTY (CLIENT)

RECEIVING PARTY (BOOKKEEPER)

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date