

EXECUTIVE PAYROLL DATA SECURITY AGREEMENT

INFORMATION PROTECTION AND NON-DISCLOSURE

This Executive Payroll Data Security Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

Company: _____ ("Company"), and

Recipient: _____ ("Recipient").

1. PURPOSE

The Recipient, by virtue of their role, duties, or access permissions, will have access to highly sensitive, confidential, and proprietary executive payroll, compensation, benefits, and equity information. The purpose of this Agreement is to establish strict security standards and confidentiality obligations to protect this information from unauthorized access, disclosure, alteration, or destruction.

2. DEFINITION OF EXECUTIVE PAYROLL DATA

For the purposes of this Agreement, "Executive Payroll Data" includes, but is not limited to, the following information relating to the Company's executive officers, board members, and key personnel:

- a. Base salaries, bonuses, commissions, and incentive compensation details.
- b. Equity grants, stock options, performance shares, and vesting schedules.
- c. Deferred compensation plans, retirement benefits, and pension allocations.
- d. Personal identifying information (PII) including Social Security Numbers, bank account details, and tax withholding information.
- e. Severance packages, change-in-control agreements, and employment contracts.

3. SECURITY AND PROTECTION OBLIGATIONS

The Recipient agrees to strictly adhere to the following security protocols:

- I. **Strict Confidentiality:** Keep all Executive Payroll Data strictly confidential and refrain from disclosing, publishing, or disseminating such data to any unauthorized internal or external party.
- II. **Access Limitation:** Access Executive Payroll Data solely on a "need-to-know" basis directly required for the performance of the Recipient's official job duties.
- III. **Secure Transmission:** Ensure that any transmission of Executive Payroll Data is encrypted, password-protected, or sent via approved secure file transfer protocols. Transmission via unencrypted personal email or unauthorized messaging applications is strictly prohibited.
- IV. **Physical and Digital Storage:** Store all physical documents containing Executive Payroll Data in locked filing systems, and digital records within secured, restricted-access network directories or software platforms designated by the Company.
- V. **Prohibition of Personal Storage:** Refrain from downloading, copying, or storing Executive Payroll Data onto personal devices, unencrypted external drives, or unauthorized cloud storage services.

4. BREACH NOTIFICATION

In the event of any actual, suspected, or threatened unauthorized access, acquisition, or disclosure of Executive Payroll Data, the Recipient shall immediately, and no later than _____ hours after discovery, notify the Chief Information Security Officer (CISO) or

the legal department of the Company, and fully cooperate in any investigation or remediation efforts.

5. TERM AND RETURN OF INFORMATION

The obligations of this Agreement shall survive the termination of the Recipient's employment or engagement with the Company. Upon termination of employment, or at any time upon the request of the Company, the Recipient shall immediately return or securely destroy all media, files, and documents containing Executive Payroll Data and certify such destruction in writing.

6. REMEDIES AND PENALTIES

The Recipient acknowledges that unauthorized disclosure or misuse of Executive Payroll Data may cause irreparable harm to the Company and its executives. The Company reserves the right to pursue disciplinary action, up to and including immediate termination of employment, as well as legal remedies, injunctive relief, and civil or criminal prosecution under applicable data protection laws.

IN WITNESS WHEREOF, the parties hereto have executed this Executive Payroll Data Security Agreement as of the date first written above.

For the Company:

Recipient:

AUTHORIZED SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE/DEPARTMENT

DATE

DATE