

NON-DISCLOSURE AGREEMENT

(Freelance Accounting & Bookkeeping Services)

This Non-Disclosure Agreement (the "Agreement") is entered into and made effective as of this _____ day of _____, 20_____, by and between:

Client: _____, located at _____ (hereinafter referred to as the "Disclosing Party"), and

Provider: _____, located 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

The Disclosing Party wishes to retain the Receiving Party to perform freelance accounting, bookkeeping, tax preparation, or financial consulting services (the "Services"). In connection with these Services, the Disclosing Party will disclose to the Receiving Party certain proprietary, sensitive, and confidential financial and business 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:

- a. All financial statements, balance sheets, profit and loss statements, general ledgers, bank statements, tax returns, and payroll records.
- b. Customer lists, vendor names, pricing structures, invoicing data, and business plans.
- c. Usernames, passwords, encryption keys, and login credentials for bank accounts, accounting software, and merchant processors.
- d. Any other information marked or designated as "Confidential" or which, by its nature, should reasonably be understood to be confidential.

3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party shall:

- a. Hold the Confidential Information in the strictest confidence and take all reasonable precautions to prevent unauthorized access or disclosure.
- b. Use the Confidential Information solely for the purpose of performing the agreed-upon accounting and bookkeeping Services.
- c. Not copy, reproduce, or store Confidential Information on any public or unauthorized server or personal device, except as strictly required to perform the Services.
- d. Restrict access to Confidential Information to only those employees, agents, or subcontractors who have a legitimate need to know and who are bound by confidentiality obligations at least as restrictive as those in this Agreement.

4. EXCLUSIONS FROM CONFIDENTIALITY

Confidential Information does not include 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.
- d. Required to be disclosed by law, court order, or government regulation, provided the Receiving Party gives prompt written notice to the Disclosing Party to allow an opportunity to seek a protective order.

5. TERM AND TERMINATION

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 the Confidential Information no longer qualifies as a trade secret, or for a period of _____ years from the date of termination of the business relationship, whichever is longer.

6. RETURN OR DESTRUCTION OF MATERIALS

Upon the written request of the Disclosing Party, or upon the termination of the business relationship, the Receiving Party shall immediately return all physical and digital copies of the Confidential Information, or certify in writing the complete destruction of all such files, records, and login credentials.

7. GOVERNING LAW

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

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements, or understandings. This Agreement may not be amended except in a writing signed by both Parties.

DISCLOSING PARTY (Client)

RECEIVING PARTY (Contractor)

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date