

NON-DISCLOSURE AGREEMENT FOR EXECUTIVE PAYROLL RECORDS

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

Company: _____, with its principal place of business at _____ (hereinafter referred to as the "Disclosing Party"), and

Recipient: _____, residing 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 Receiving Party has been granted access to, or may become acquainted with, highly sensitive and confidential payroll, compensation, benefits, and financial information of the Disclosing Party's executive-level employees. This Agreement is executed to ensure the absolute confidentiality and protection of such executive payroll records.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall include, but is not limited to, all executive payroll records, salary amounts, bonuses, equity compensation, stock options, deferred compensation plans, benefits packages, severance arrangements, tax withholding records, bank account details, personal identification information, and any other financial or compensation details related to the officers, directors, and executives of the Disclosing Party.

3. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party hereby agrees to:

- a. Hold all Confidential Information in the strictest confidence and take all reasonable precautions to prevent unauthorized disclosure, publication, or dissemination.
- b. Use the Confidential Information solely for the performance of authorized professional duties on behalf of the Disclosing Party, and for no other purpose.
- c. Restrict access to the Confidential Information only to individuals who have a legitimate "need-to-know" and who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement.
- d. Not copy, reproduce, or store the Confidential Information on any unauthorized personal device, external drive, or unsecure cloud storage.

4. PERMITTED DISCLOSURES

The Receiving Party may disclose Confidential Information if required to do so by applicable law, regulation, or a valid court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to disclosure, to allow the Disclosing Party to seek a protective order or other appropriate remedy.

5. TERM AND RETURN OF INFORMATION

The obligations of confidentiality under this Agreement shall survive indefinitely after the termination of the Receiving Party's relationship with the Disclosing Party. Upon request by the Disclosing Party, or immediately upon the termination of the Receiving Party's employment or engagement, the Receiving Party shall return or destroy all physical and digital copies of the Confidential Information and certify such destruction in writing.

6. REMEDIES

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party and its executives, for which monetary damages would be inadequate. Consequently, the Disclosing Party shall be entitled to seek injunctive relief to prevent or restrain any breach or threatened breach of this Agreement, in addition to any other remedies available at law or in equity.

7. GOVERNING LAW

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

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement for Executive Payroll Records as of the date first written above.

DISCLOSING PARTY:

RECEIVING PARTY:

Signature

Signature

By: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____