

EXECUTIVE PAYROLL DATA CONFIDENTIALITY AGREEMENT

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

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

Recipient: _____, residing at _____ (hereinafter referred to as the "Recipient").

1. DEFINITION OF CONFIDENTIAL PAYROLL DATA

For the purposes of this Agreement, "Confidential Payroll Data" shall include any and all information relating to the compensation, payroll, benefits, bonuses, equity incentives, tax withholding status, banking information, performance evaluations, and salary structures of the Company's executive officers, directors, and employees, whether disclosed orally, in writing, or via electronic access.

2. OBLIGATION OF CONFIDENTIALITY

The Recipient agrees to hold all Confidential Payroll Data in the strictest confidence and to take all reasonable precautions to prevent unauthorized disclosure, publication, or dissemination. The Recipient shall:

- a. Access and use Confidential Payroll Data solely for the authorized purpose of performing assigned professional duties.
- b. Not disclose, copy, replicate, or distribute Confidential Payroll Data to any third party, including other employees of the Company who do not have authorized clearance.
- c. Maintain secure storage of all physical and electronic records containing Confidential Payroll Data.

3. PERMITTED DISCLOSURES

The Recipient may only disclose Confidential Payroll Data to individuals within the Company who have a legitimate "need-to-know" for operational purposes, or as expressly required by applicable law, regulation, or legal process, provided that the Recipient provides the Company with prompt prior notice of any such legal requirement.

4. TERM AND TERMINATION

The obligations of confidentiality under this Agreement shall commence on the effective date and shall survive the termination of the Recipient's employment, contract, or association with the Company indefinitely, or until such time as the Company releases the Recipient from this obligation in writing.

5. BREACH AND REMEDIES

The Recipient acknowledges that any unauthorized disclosure or use of Confidential Payroll Data may cause irreparable harm to the Company and its executives. In the event of a breach or threatened breach, the Company shall be entitled to seek injunctive relief, disciplinary action up to and including termination of employment, and any other legal remedies available under the law.

6. GOVERNING LAW

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

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

COMPANY:

RECIPIENT:

By (Signature)

Signature

Name

Name

Title

Title

Date

Date