

BOOKKEEPING SERVICE AND PAYROLL PRIVACY AGREEMENT

This Bookkeeping Service and Payroll Privacy Agreement (the "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between:

Client:

Address: _____

Service Provider:

Address: _____

Hereinafter, the Client and the Service Provider may collectively be referred to as the "Parties" or individually as a "Party."

1. PURPOSE OF AGREEMENT

The Client has engaged or wishes to engage the Service Provider to perform bookkeeping, accounting, and payroll administration services. In connection with these services, the Service Provider will have access to non-public, sensitive, personal, and financial information concerning the Client, the Client's business operations, customers, and employees. This Agreement is established to ensure the absolute confidentiality and security of all such information.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall include, but is not limited to:

1. All payroll data, including employee names, addresses, Social Security Numbers, Tax Identification Numbers, bank account numbers, salary, wages, bonuses, benefits, and tax withholdings.
2. Financial records, ledgers, balance sheets, profit and loss statements, invoices, bank statements, credit card statements, and tax returns.
3. Proprietary business information, client lists, vendor lists, pricing policies, operational methods, and strategic plans.
4. Any other information marked as confidential, or which by its nature should reasonably be understood to be confidential.

3. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider agrees to:

1. Maintain all Confidential Information in the strictest confidence and use it solely for the purpose of performing the contracted bookkeeping and payroll services.
2. Implement and maintain appropriate administrative, physical, and technical safeguards to protect Confidential Information against unauthorized access, loss, alteration, or disclosure.
3. Limit access to Confidential Information only to those employees, subcontractors, or agents who have a direct "need to know" to perform the services and who are bound by confidentiality obligations at least as restrictive as those contained herein.
4. Not disclose, copy, duplicate, or distribute any Confidential Information to any third party without the prior written consent of the Client, unless compelled by law or regulatory authority, in which case the Service Provider shall notify the Client promptly prior to such disclosure.

4. BREACH NOTIFICATION

In the event of any unauthorized access, acquisition, use, or disclosure of Confidential Information, the Service Provider shall notify the Client in writing immediately, and in no event later than _____ hours after becoming aware of the breach. The

Service Provider shall cooperate fully with the Client to mitigate the effects of the breach and investigate the incident.

5. RETURN OR DESTRUCTION OF INFORMATION

Upon termination of the service relationship, or at any time upon the Client's written request, the Service Provider shall promptly return to the Client or, at the Client's option, permanently destroy and delete all physical and electronic copies of Confidential Information in its possession. Upon request, the Service Provider shall provide written certification of such destruction.

6. TERM AND SURVIVAL

The obligations of confidentiality under this Agreement shall commence on the Effective Date and shall survive the expiration or termination of the business relationship between the Parties for a period of _____, or indefinitely with respect to employee personally identifiable information (PII) and trade secrets.

7. GOVERNING LAW AND REMEDIES

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. The Parties agree that any breach of this Agreement may cause irreparable harm for which monetary damages would be inadequate, and the Client shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the confidentiality of bookkeeping and payroll data and supersedes all prior discussions, agreements, or understandings, whether written or oral.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date written above.

CLIENT

SERVICE PROVIDER

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date