

CONFIDENTIALITY AGREEMENT

FOR OUTSOURCED FINANCIAL AND BOOKKEEPING SERVICES

This Confidentiality Agreement (the "Agreement") is entered into as of this _____ day of _____, 20____, by and between:

Client:

Name/Entity: _____

Address: _____

And

Service Provider:

Name/Entity: _____

Address: _____

Hereinafter referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE

The Client has engaged or wishes to engage the Service Provider to perform outsourced accounting, bookkeeping, financial reporting, tax preparation, and/or related consulting services (the "Services"). In connection with these Services, the Service Provider will have access to non-public, sensitive, proprietary, and confidential financial information of the Client. This Agreement is executed 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:

- a. All financial statements, balance sheets, income statements, general ledgers, bank statements, and tax returns.
- b. Vendor lists, client lists, customer data, and employee payroll records.
- c. Business plans, budgets, financial projections, and pricing structures.
- d. Banking credentials, passwords, software login information, and security protocols.
- e. Any other proprietary business information disclosed by the Client, whether orally, in writing, or via electronic access, in connection with the Services.

3. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider agrees to:

1. Hold all Confidential Information in the strictest confidence and take all reasonable precautions to prevent unauthorized access, disclosure, or dissemination.
2. Use the Confidential Information solely for the purpose of performing the contracted Services and for no other commercial or personal purpose.
3. Restrict access to Confidential Information only to employees, contractors, or agents who have a legitimate need to know such information for the performance of the Services, and who are bound by confidentiality obligations no less restrictive than those contained herein.
4. Implement and maintain robust electronic security measures, including secure networks, encryption, and password-protected systems, to protect digital financial data.

4. EXCLUSIONS

Confidential Information does not include information that:

- a. Is or becomes publicly known through no breach of this Agreement by the Service Provider.
- b. Was already in the rightful possession of the Service Provider prior to disclosure by the Client.
- c. Is independently developed by the Service Provider without reference to or reliance on the Client's Confidential Information.
- d. Is required to be disclosed by law, regulation, or court order, provided that the Service Provider gives the Client prompt written notice of such requirement prior to disclosure.

5. RETURN OR DESTRUCTION OF MATERIALS

Upon written request by the Client, or immediately upon the termination of the business relationship between the Parties, the Service Provider shall return to the Client or securely destroy all physical documents, electronic files, backups, and login credentials containing Confidential Information, and certify in writing that such destruction or return has been completed.

6. TERM

The obligations of confidentiality under this Agreement shall survive the termination of the professional relationship and shall remain in effect for a period of _____ years from the date of termination, or for as long as the Confidential Information remains a trade secret under applicable law, whichever is longer.

7. REMEDIES

The Service Provider acknowledges that any breach of this Agreement may cause irreparable harm to the Client for which monetary damages alone would be inadequate. In the event of a breach or threatened breach, the Client shall be entitled to seek injunctive relief, in addition to any other legal remedies available under the law.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of _____, without regard to its conflict of law principles. Any legal action arising out of this Agreement shall be brought exclusively in the courts located in _____.

IN WITNESS WHEREOF, the Parties have executed this Confidentiality Agreement as of the date first written above.

CLIENT

Signature

Printed Name

Title

Date

SERVICE PROVIDER

Signature

Printed Name

Title

Date

