

EXECUTIVE COMPENSATION INFORMATION SECURITY CONTRACT

This Executive Compensation Information Security Contract (the "Agreement") is entered into and made effective as of _____, 20____ (the "Effective Date"), by and between:

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

and

Receiving Party: _____, with its principal place of business or residence at _____ (hereinafter referred to as the "Recipient").

The Company and the Recipient may collectively be referred to as the "Parties" or individually as a "Party."

1. PURPOSE

The Recipient may have access to, receive, or otherwise handle highly sensitive, confidential executive payroll, compensation, equity, benefits, and personally identifiable information (collectively, "Executive Compensation Information"). This Agreement establishes the security protocols, obligations, and standards required to safeguard such information against unauthorized access, disclosure, alteration, or destruction.

2. DEFINITION OF EXECUTIVE COMPENSATION INFORMATION

For the purposes of this Agreement, "Executive Compensation Information" shall include, but is not limited to, the following information relating to the Company's current, former, or prospective executive officers, directors, or key employees:

- a. Base salaries, bonuses, commissions, and incentive compensation details;
- b. Equity-based awards, stock options, restricted stock units, and performance shares;
- c. Deferred compensation plans, retirement benefits, pension details, and special perquisites;
- d. Tax identification numbers, social security numbers, bank account numbers, and routing details;
- e. Employment agreements, severance arrangements, and change-in-control provisions;
- f. Any evaluations, compensation committee materials, or internal communications discussing executive compensation structure or amounts.

3. INFORMATION SECURITY STANDARDS AND SAFEGUARDS

The Recipient agrees to implement and maintain appropriate administrative, technical, and physical safeguards to protect Executive Compensation Information, including but not limited to:

- a. **Access Control:** Restricting access to Executive Compensation Information strictly to authorized personnel who have a verified "need-to-know" to perform their designated duties.
- b. **Data Encryption:** Ensuring all Executive Compensation Information is encrypted both in transit (using secure transmission protocols) and at rest using industry-standard cryptographic algorithms.
- c. **Storage and Isolation:** Storing Executive Compensation Information on segregated, secure systems or directory folders with restricted access permissions.
- d. **Authentication:** Utilizing multi-factor authentication (MFA) for any systems, applications, or databases containing or

accessing Executive Compensation Information.

- e. **Disposal:** Securely destroying or deleting Executive Compensation Information when it is no longer required for the permitted purpose, utilizing secure wiping or physical shredding standards.

4. NONDISCLOSURE OBLIGATIONS

The Recipient shall hold all Executive Compensation Information in strict confidence. The Recipient shall not disclose, publish, release, transfer, or otherwise make available any portion of the Executive Compensation Information to any third party without the express prior written consent of the Company.

5. BREACH NOTIFICATION

In the event of any suspected or confirmed unauthorized access, acquisition, disclosure, alteration, or loss of Executive Compensation Information (a "Security Incident"), the Recipient shall:

- a. Notify the Company in writing immediately, and in no event later than _____ hours after becoming aware of the Security Incident;
- b. Cooperate fully with the Company's investigation, mitigation, and remediation efforts;
- c. Bear the reasonable costs associated with containing, mitigating, and investigating the breach, as well as notifying affected individuals if required by applicable law.

6. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either Party upon _____ days' written notice. Notwithstanding termination, the Recipient's obligations to protect Executive Compensation Information shall survive indefinitely or until such time as the information becomes publicly available through no fault of the Recipient.

7. GOVERNING LAW AND REMEDIES

This Agreement shall be governed by and construed in accordance with the laws of _____, without giving effect to conflict of law principles. The Recipient acknowledges that any breach of this Agreement may cause irreparable harm to the Company for which monetary damages would be inadequate, and agrees that the Company shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Executive Compensation Information Security Contract as of the Effective Date.

DISCLOSING PARTY:

RECEIVING PARTY:

Company Name: _____

Entity/Individual Name: _____

By (Signature):

By (Signature):

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____