

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

(Outsourced Accounting & Financial Services)

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into and made effective as of this _____ day of _____, 20____ (the "Effective Date"), by and between:

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

Receiving Party: _____, with a principal place of business at _____ (hereinafter referred to as the "Service Provider").

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

1. PURPOSE OF DISCLOSURE

The Client wishes to engage the Service Provider to perform outsourced accounting, bookkeeping, tax preparation, financial analysis, and/or related consulting services (the "Services"). In connection with these Services, the Client will disclose to the Service Provider certain proprietary, non-public financial and business information. This Agreement is executed to ensure the protection and confidentiality of all such disclosed information.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Client is engaged. If Information is in written form, the Client shall label or stamp the materials with the word "Confidential" or some similar warning. If Information is transmitted orally, the Client shall promptly provide a writing identifying such information as confidential. Confidential Information includes, without limitation:

- a. Financial statements, general ledgers, balance sheets, profit and loss statements, trial balances, and tax returns.
- b. Bank account numbers, credit card details, wire transfer instructions, and banking credentials.
- c. Payroll data, employee tax identification numbers, salaries, and benefits information.
- d. Client, vendor, and customer lists, including contact information and transaction histories.
- e. Business plans, forecasts, budgets, software access credentials, and database structures.

3. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Client. The Service Provider shall:

- a. Restrict access to Confidential Information to employees, agents, or subcontractors who require such access to perform the Services and who are bound by confidentiality obligations at least as restrictive as those contained herein.
- b. Not use Confidential Information for their own benefit or for the benefit of any third party without the prior written consent of the Client.
- c. Implement and maintain rigorous administrative, physical, and technical safeguards to prevent unauthorized access, disclosure, or destruction of the Confidential Information.
- d. Promptly notify the Client in writing upon discovering any unauthorized use, disclosure, or loss of Confidential Information.

4. PERMITTED AND COMPELLED DISCLOSURES

The Service Provider may disclose Confidential Information to the extent required by a valid order of a court or other governmental body, or as otherwise required by law; provided, however, that the Service Provider shall provide the Client with prompt written notice of such requirement so that the Client may seek a protective order or other appropriate remedy.

5. TERM AND TERMINATION

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and the Service Provider's duty to hold Confidential Information in confidence shall remain in effect for a period of _____ years from the date of termination of the Services, or until such time as the Client releases the Service Provider from such obligation in writing.

6. RETURN OR DESTRUCTION OF INFORMATION

Upon the written request of the Client, or immediately upon the termination of the Services, the Service Provider shall return to the Client or securely destroy all physical and digital copies of the Confidential Information, and certify such destruction in writing to the Client within _____ business days.

7. REMEDIES

The Service Provider acknowledges that any breach of this Agreement may cause irreparable harm to the Client for which monetary damages would be inadequate. Accordingly, the Client shall be entitled to seek injunctive relief and specific performance, in addition to any other remedies available at law or in equity.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State/Country of _____, without giving effect to any choice of law principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Confidentiality & Non-Disclosure Agreement as of the Effective Date written above.

CLIENT (Disclosing Party)

Signature

Printed Name

Title

Date

SERVICE PROVIDER (Receiving Party)

Signature

Printed Name

Title

Date