

# CONFIDENTIALITY AGREEMENT FOR BOOKKEEPING AND PAYROLL SERVICES

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

**Disclosing Party:** \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter referred to as the "Client"), and

**Receiving Party:** \_\_\_\_\_, located 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

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The Client has engaged or wishes to engage the Service Provider to perform professional bookkeeping, accounting, and payroll services. In connection with these services, the Service Provider will have access to non-public, sensitive, and proprietary financial, operational, and personal information relating to the Client, its employees, subcontractors, and clients. This Agreement is executed to ensure the absolute confidentiality and security of all such information.

## 2. DEFINITION OF CONFIDENTIAL INFORMATION

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

- a. All financial records, bank statements, general ledgers, tax returns, balance sheets, profit and loss statements, and invoice records.
- b. Payroll records, employee names, Social Security numbers, tax identification numbers, addresses, telephone numbers, bank account routing details, salaries, benefits, and bonus structures.
- c. Business plans, customer lists, vendor details, pricing structures, and operational strategies.
- d. Any other information marked "Confidential" or which, by its nature, should reasonably be understood to be confidential.

## 3. OBLIGATIONS OF THE SERVICE PROVIDER

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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 bookkeeping and payroll services, and for no other commercial or personal purpose.
3. Limit access to the Confidential Information only to those of its employees, agents, or subcontractors who have a direct "need to know" to perform the services, and who are bound by confidentiality obligations no less restrictive than those contained herein.
4. Implement and maintain appropriate physical, technical, and administrative security measures to safeguard the information from unauthorized access, loss, or alteration.

## 4. PERMITTED DISCLOSURES

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The Service Provider shall not be in breach of this Agreement for disclosing Confidential Information that:

- a. Is or becomes publicly known through no wrongful act of the Service Provider.

- b. Was rightfully in the possession of the Service Provider prior to disclosure by the Client, without an obligation of confidentiality.
- c. Is required to be disclosed by law, regulation, or court order; provided, however, that the Service Provider gives the Client prompt written notice of such requirement (where legally permissible) to enable the Client to seek a protective order or other appropriate remedy.

**5. RETURN OR DESTRUCTION OF INFORMATION**

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Upon the written request of the Client, or upon the termination of the business relationship between the Parties, 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 the Confidential Information in its possession. If requested, the Service Provider shall provide written certification of such destruction.

**6. TERM**

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The obligations of confidentiality under this Agreement shall survive the termination of the business relationship between the Parties 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 period is longer.

**7. REMEDIES FOR BREACH**

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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, specific performance, and any other equitable remedies, in addition to any monetary damages available under the law.

**8. GOVERNING LAW AND JURISDICTION**

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This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles. Any legal action arising under this Agreement shall be brought exclusively in the courts of \_\_\_\_\_ County.

**9. ENTIRE AGREEMENT**

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This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or understandings. No amendment or modification of this Agreement shall be valid unless in writing and signed by authorized representatives of both Parties.

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

**CLIENT**

**SERVICE PROVIDER**

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

