

FINANCIAL RECORDS AND PAYROLL DATA NON-DISCLOSURE AGREEMENT

This Financial Records and Payroll Data Non-Disclosure Agreement (the "Agreement") is entered into as of this _____ day of _____, 20_____, by and between:

Disclosing Party: _____

Receiving Party: _____

Individually referred to as "Party" and collectively as the "Parties."

1. PURPOSE

The Disclosing Party wishes to engage the Receiving Party for bookkeeping, accounting, and/or payroll processing services. In connection with these services, the Disclosing Party will provide the Receiving Party with access to highly sensitive financial records, employee payroll information, and other proprietary data. This Agreement is established to ensure the absolute confidentiality and security of all such shared information.

2. DEFINITION OF CONFIDENTIAL INFORMATION

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

- a. All financial statements, general ledgers, balance sheets, profit and loss statements, trial balances, and tax returns.
- b. Bank account numbers, routing numbers, credit card numbers, and any other financial institution details.
- c. Payroll data, including employee names, Social Security numbers, addresses, wage rates, salary histories, tax withholding forms (W-2, W-4, 1099), benefits enrollment, and direct deposit details.
- d. Business plans, budgets, forecasts, customer lists, vendor details, and billing information.
- e. Any other information marked as confidential, or which by its nature should reasonably be understood to be confidential.

3. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:

- a. Hold all Confidential Information in the strictest confidence and take all reasonable precautions to prevent unauthorized access, disclosure, or dissemination.
- b. Use the Confidential Information solely for the purpose of performing the agreed-upon bookkeeping, accounting, and payroll services, and for no other purpose.
- c. Restrict access to the Confidential Information only to those employees, contractors, or agents who have a direct "need to know" to perform the services and who are bound by confidentiality obligations no less restrictive than those in this Agreement.
- d. Not copy, reproduce, or store the Confidential Information except as strictly necessary to perform the services, ensuring all storage (whether physical or electronic) is secure.

4. EXCLUSIONS FROM CONFIDENTIALITY

Confidential Information does not include information that:

- a. Is or becomes publicly known through no breach of this Agreement by the Receiving Party.
- b. Was already in the rightful possession of the Receiving Party prior to disclosure.
- c. Is independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's Confidential

Information.

- d. Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice to allow the Disclosing Party to seek a protective order.

5. TERM AND TERMINATION

This Agreement shall commence on the date first written above. The obligations of confidentiality with respect to payroll data, Social Security numbers, and personal identifiable information (PII) shall survive indefinitely. All other financial confidentiality obligations shall survive for a period of _____ years following the termination of the business relationship between the Parties.

6. RETURN OR DESTRUCTION OF MATERIALS

Upon written request by the Disclosing Party, or upon termination of the business relationship, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all physical and electronic copies of the Confidential Information, and certify such destruction in writing to the Disclosing Party.

7. REMEDIES

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages alone would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief, 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 of _____, without regard to its conflict of law principles.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or understandings. It may only be amended in writing signed by both Parties.

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

DISCLOSING PARTY:

RECEIVING PARTY:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date