

PAYROLL ADMINISTRATION AND BOOKKEEPING CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

Disclosing Party: _____

Address: _____

Receiving Party: _____

Address: _____

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

1. PURPOSE

The Disclosing Party has engaged, or contemplates engaging, the Receiving Party to perform bookkeeping, payroll administration, and related financial services. In connection with these services, the Receiving Party will have access to highly sensitive, proprietary, and confidential financial, payroll, and personal data. This Agreement is established to ensure the absolute protection and non-disclosure of all such information.

2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" refers to any and all information or material that is proprietary to the Disclosing Party, or protected under privacy laws, whether written, electronic, or oral, which the Receiving Party obtains or has access to in connection with performing bookkeeping and payroll services. This includes, but is not limited to:

- a. Employee personal identification information (names, addresses, social security numbers, tax identification numbers).
- b. Compensation details, salary rates, bonuses, benefits, deductions, and withholding data.
- c. Bank account numbers, routing numbers, credit card details, and financial institution information.
- d. General ledgers, balance sheets, profit and loss statements, tax returns, and cash flow reports.
- e. Business strategies, budgets, forecasts, vendor contracts, and client lists.

3. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:

1. Hold all Confidential Information in the strictest confidence and take all reasonable security precautions to prevent unauthorized access, disclosure, or dissemination.
2. Use the Confidential Information solely for the purpose of performing the agreed-upon bookkeeping and payroll administration services, and for no other purpose.
3. Restrict access to the Confidential Information to only those employees, agents, or subcontractors who have a legitimate "need to know" to perform the services and who are bound by confidentiality obligations no less restrictive than those in this Agreement.
4. Implement and maintain appropriate technical, physical, and administrative safeguards to protect electronic and physical files containing Confidential Information.

4. PERMITTED DISCLOSURES

The Receiving Party may disclose Confidential Information only:

- a. To the extent required by a valid order of a court or other governmental body, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement (to the extent legally permitted) so that the Disclosing Party may seek a protective order.
- b. With the prior written consent of the Disclosing Party.

5. RETURN OR DESTRUCTION OF INFORMATION

Upon the termination of the service relationship, or at any time upon the written request of the Disclosing Party, the Receiving Party shall immediately return all physical materials and permanently delete or destroy all electronic records containing Confidential Information in their possession, custody, or control. The Receiving Party shall, if requested, provide written certification of such destruction.

6. TERM AND SURVIVABILITY

The obligations of confidentiality under this Agreement shall commence on the date first written above and shall survive the termination of the business relationship between the Parties indefinitely, or until such time as the Confidential Information enters the public domain through no fault of the Receiving 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. In the event of a breach or threatened breach, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other legal or equitable remedies available.

8. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State/Jurisdiction of _____, without regard to its conflict of laws principles.

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

DISCLOSING PARTY:

Authorized Signature

Printed Name: _____

Title: _____

Date: _____

RECEIVING PARTY:

Authorized Signature

Printed Name: _____

Title: _____

Date: _____