

EXTERNAL ACCOUNTANT CONFIDENTIALITY AND PROPRIETARY INFORMATION AGREEMENT

This Confidentiality and Proprietary Information Agreement (the "Agreement") is entered into as of this _____ day of _____, 20____, by and between:

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

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

1. PURPOSE OF DISCLOSURE

The Company wishes to engage the Accountant to provide outsourced professional accounting, bookkeeping, tax preparation, financial analysis, or consulting services (the "Services"). In connection with the performance of these Services, the Company will disclose to the Accountant certain financial, business, and proprietary information which is confidential. This Agreement is executed to protect such information from unauthorized disclosure or use.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall include all information, data, documents, and materials, whether oral, written, electronic, or in any other form, disclosed by the Company to the Accountant, or otherwise acquired by the Accountant during the course of performing the Services. Confidential Information includes, but is not limited to:

- a. Financial statements, balance sheets, profit and loss statements, general ledgers, bank statements, accounts payable/receivable records, and tax returns;
- b. Payroll information, employee files, social security numbers, compensation details, and identification data;
- c. Client, customer, vendor, and supplier lists, pricing structures, billing rates, and historical data;
- d. Business plans, budgets, financial projections, forecasts, marketing strategies, and operational methods;
- e. Proprietary software, passwords, financial systems access, and technical infrastructure information.

3. OBLIGATIONS OF THE ACCOUNTANT

The Accountant hereby agrees to:

- a. Hold all Confidential Information in strict confidence and trust;
- b. Use the Confidential Information solely for the purpose of performing the contracted accounting and financial Services, and for no other purpose, commercial or otherwise;
- c. Restrict access to the Confidential Information only to those of its partners, employees, or authorized agents who have a strict "need to know" in order to perform the Services, and who are bound by confidentiality obligations no less restrictive than those contained herein;
- d. Implement and maintain industry-standard physical, technical, and administrative safeguards to protect the Confidential Information against unauthorized access, loss, theft, alteration, or disclosure.

4. PERMITTED DISCLOSURES

The obligations of confidentiality shall not apply to information that the Accountant can demonstrate:

- a. Is or becomes publicly known through no breach of this Agreement by the Accountant;
- b. Was already in the lawful possession of the Accountant prior to receipt from the Company;

- c. Is received from a third party without restriction and without breach of any confidentiality obligation;
- d. Is independently developed by the Accountant without reference to or reliance upon the Confidential Information.

If the Accountant is required by law, regulation, or legal process (e.g., subpoena) to disclose any Confidential Information, the Accountant shall, to the extent legally permitted, provide the Company with prompt written notice of such requirement so that the Company may seek a protective order or other appropriate remedy.

5. RETURN OR DESTRUCTION OF MATERIALS

Upon the written request of the Company, or immediately upon the termination of the business relationship or completion of the Services, the Accountant shall promptly return to the Company or, at the Company's option, securely destroy all documents, records, files, and electronic media containing or representing any Confidential Information, and certify such destruction in writing to the Company.

6. TERM AND SURVIVAL

The obligations under this Agreement shall commence on the date first written above and shall continue throughout the duration of the parties' business relationship. The Accountant's duty to protect and maintain the confidentiality of the Confidential Information shall survive the termination of this Agreement for a period of _____ years, or indefinitely with respect to any information constituting a trade secret under applicable law.

7. REMEDIES AND INDEMNIFICATION

The Accountant acknowledges that any breach of this Agreement may cause irreparable harm to the Company for which monetary damages alone would be inadequate. Accordingly, the Company shall be entitled to seek injunctive relief to prevent breaches of this Agreement, in addition to any other remedies available at law or in equity. The Accountant agrees to indemnify and hold harmless the Company against any damages, losses, or liabilities arising directly out of a breach of this Agreement by the Accountant.

8. GOVERNING LAW AND JURISDICTION

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 out of this Agreement shall be brought exclusively in the courts located in _____.

9. ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or understandings. This Agreement may not be amended or modified except in a writing signed by authorized representatives of both parties.

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

COMPANY:

ACCOUNTANT:

 By: _____
 Name: _____
 Title: _____
 Date: _____

 By: _____
 Name: _____
 Title: _____
 Date: _____