

# THIRD-PARTY ACCOUNTING CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Third-Party Accounting Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into and made effective as of \_\_\_\_\_ 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 "Accountant").

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

## 1. PURPOSE OF DISCLOSURE

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The Client wishes to retain the Accountant to perform outsourced accounting, bookkeeping, tax preparation, and/or financial consulting services (the "Services"). In connection with the performance of these Services, the Client will disclose to the Accountant certain non-public, proprietary, and highly sensitive financial and business information.

## 2. DEFINITION OF CONFIDENTIAL INFORMATION

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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. Confidential Information includes, but is not limited to:

- a. Financial statements, general ledgers, balance sheets, profit and loss statements, trial balances, and tax returns;
- b. Bank account numbers, routing numbers, credit card details, and statements from financial institutions;
- c. Payroll records, employee identification numbers, compensation data, and benefits information;
- d. Client lists, vendor identities, pricing structures, business plans, and operational strategies;
- e. Any passwords, encryption keys, login credentials, or access protocols to accounting software, databases, or cloud-based applications; and
- f. Any other financial information designated as confidential or which, by its nature, should reasonably be understood to be confidential.

## 3. OBLIGATIONS OF THE ACCOUNTANT

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The Accountant agrees to hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Client. The Accountant shall:

- a. Use the Confidential Information solely for the purpose of performing the contracted accounting Services;
- b. Restrict access to Confidential Information to those of its employees, agents, or authorized subcontractors who have a direct need to know such information for the performance of the Services, and who are bound by confidentiality obligations no less restrictive than those contained herein;
- c. Implement and maintain administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of the Confidential Information; and
- d. Not disclose, publish, or otherwise disseminate any Confidential Information to any third party without the prior written

consent of the Client.

#### **4. EXCLUSIONS FROM CONFIDENTIALITY**

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The Accountant's obligations under this Agreement do not extend to information that is:

- a. Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Accountant;
- b. Discovered or created by the Accountant before disclosure by the Client;
- c. Learned by the Accountant through legitimate means other than from the Client or the Client's representatives; or
- d. Required to be disclosed by law, regulation, or court order, provided that the Accountant gives the Client prompt written notice of such requirement prior to disclosure, so that the Client may seek a protective order.

#### **5. TERM AND DURATION OF CONFIDENTIALITY**

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

#### **6. RETURN OR DESTRUCTION OF INFORMATION**

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Upon the written request of the Client, or immediately upon the termination of the professional relationship between the Parties, the Accountant 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, custody, or control.

#### **7. REMEDIES FOR BREACH**

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The Accountant 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 available under the law, in addition to recovering reasonable attorneys' fees and legal costs.

#### **8. GOVERNING LAW AND JURISDICTION**

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This Agreement shall be construed, interpreted, and governed by the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles. Any legal action arising out of or relating to this Agreement shall be brought exclusively in the courts located in \_\_\_\_\_ County, \_\_\_\_\_.

#### **9. ENTIRE AGREEMENT AND SEVERABILITY**

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This Agreement constitutes the entire understanding between the Parties concerning the confidentiality of the subject matter hereof. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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

**CLIENT (Disclosing Party)**

**ACCOUNTANT (Receiving Party)**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

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

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

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

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

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

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