

TRUSTY ACCOUNTS

Professional Accounting & Financial Services
www.trustyaccounts.com

*This document is issued pursuant to Section 4 of the Trusty Accounts Privacy Policy
(www.trustyaccounts.com/privacy-policy)*

NON-DISCLOSURE AGREEMENT

(Client & Partner Confidentiality Agreement)

Effective Date: _____

This Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date above, between:

Disclosing Party: Trusty Accounts, a professional accounting and financial services firm operating at www.trustyaccounts.com ("Trusty Accounts" or "Company"); and

Receiving Party: _____ (Full Legal Name / Company Name), located at _____ ("Client" or "Recipient").

Together referred to as the "Parties".

WHEREAS, Trusty Accounts provides professional accounting, bookkeeping, financial reporting, tax preparation, and related advisory services; and

WHEREAS, in the course of the business relationship between the Parties, Trusty Accounts may share sensitive financial, operational, or proprietary information with the Recipient;

NOW, THEREFORE, the Parties agree as follows:

1. Purpose

This Agreement is entered into to protect confidential and proprietary information shared by Trusty Accounts with the Recipient in connection with the provision of accounting and financial services (the "Purpose"). This Agreement supplements and is to be read alongside the Trusty Accounts Privacy Policy available at www.trustyaccounts.com/privacy-policy.

2. Definition of Confidential Information

"Confidential Information" means any information disclosed by Trusty Accounts to the Recipient, whether orally, in writing, electronically, or by any other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to:

- Client financial records, accounts, statements, and tax filings;
- Business strategies, forecasts, projections, and pricing structures;
- Proprietary software tools, templates, workflows, and methodologies;
- Employee, contractor, and vendor information;
- Any personal data as defined under applicable data protection laws;
- Any other information specifically marked or communicated as confidential.

3. Obligations of the Recipient

The Recipient agrees to:

1. Hold all Confidential Information in strict confidence and not disclose it to any third party without the prior written consent of Trusty Accounts;
2. Use the Confidential Information solely for the Purpose of receiving or evaluating services from Trusty Accounts;
3. Limit internal access to the Confidential Information to those employees or advisors who have a genuine need to know and who are bound by equivalent confidentiality obligations;
4. Protect the Confidential Information with at least the same degree of care used to protect its own confidential information, but no less than reasonable care;
5. Promptly notify Trusty Accounts in writing upon discovery of any actual or suspected unauthorised use or disclosure of Confidential Information.

4. Exclusions

The obligations of this Agreement do not apply to information that:

6. Is or becomes publicly available through no fault or breach by the Recipient;
7. Was already known to the Recipient prior to disclosure, without restriction;
8. Is received from a third party who is not under any confidentiality obligation with respect to the information;
9. Is independently developed by the Recipient without reference to the Confidential Information;
10. Is required to be disclosed by applicable law or a court order, provided the Recipient gives Trusty Accounts prompt prior written notice and cooperates in seeking a protective order.

5. Data Protection

Where Confidential Information includes personal data, both Parties agree to handle such data in accordance with applicable data protection and privacy laws. The Recipient shall not process any personal data shared by Trusty Accounts for any purpose other than the Purpose stated in this Agreement. For further details on how Trusty Accounts handles personal information, please refer to our Privacy Policy at www.trustyaccounts.com/privacy-policy.

6. Term

This Agreement shall remain in effect for _____ **year(s)** from the Effective Date, or until terminated by either Party upon thirty (30) days' written notice, whichever is earlier. Confidentiality obligations shall survive termination for a further period of **two (2) years**.

7. Return or Destruction of Information

Upon written request by Trusty Accounts, or upon termination or expiry of this Agreement, the Recipient shall promptly return or securely destroy all Confidential Information in its possession, including all copies, notes, and summaries thereof, and shall provide written confirmation of having done so within seven (7) business days.

8. No Rights Granted

Nothing in this Agreement grants the Recipient any intellectual property rights, licences, or interests in any Confidential Information or other assets of Trusty Accounts. All Confidential Information remains the exclusive property of Trusty Accounts.

9. Remedies

The Recipient acknowledges that any breach of this Agreement may cause irreparable harm to Trusty Accounts for which monetary damages may be insufficient. Accordingly, Trusty Accounts shall be entitled to seek injunctive relief or specific performance, in addition to any other remedies available at law or in equity, without the requirement to post a bond or other security.

10. Governing Law & Dispute Resolution

This Agreement shall be governed by the laws of _____. Any dispute arising out of or relating to this Agreement shall first be referred to mediation, and if unresolved, to the courts of _____.

11. General

- This Agreement constitutes the entire agreement between the Parties regarding confidentiality and supersedes all prior understandings on this subject.
- This Agreement may only be amended by a written instrument signed by both Parties.
- If any provision is found to be unenforceable, the remaining provisions shall continue in full force.
- This Agreement may be executed in counterparts, including electronically, each of which shall be deemed an original.

AGREED AND ACCEPTED BY THE PARTIES

TRUSTY ACCOUNTS (Disclosing Party)

RECIPIENT / CLIENT (Receiving Party)

Signature: _____ Full Name: _____ Title: _____ Date: _____		Signature: _____ Full Name: _____ Company: _____ Date: _____
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