

ACCOUNTANT NON-DISCLOSURE AGREEMENT

This accountant non-disclosure agreement (herein referred to as the "Agreement") is created and made effective on this [INSERT NUMBER] day of [INSERT MONTH], [INSERT YEAR] (herein referred to as the "Effective Date").

BY AND BETWEEN

[INSERT NAME OF EMPLOYING COMPANY] (herein referred to as the "Employer"), a company duly registered and established in accordance with the laws of [INSERT NAME OF COUNTY] of the State of [INSERT NAME OF STATE], principally located at [INSERT COMPLETE COMPANY ADDRESS]

AND

[INSERT NAME OF EMPLOYED ACCOUNTANT] (herein referred to as the "Accountant"), an individual currently employed by the Employer for the position of Accountant principally addressed at [INSERT COMPLETE RESIDENCE ADDRESS]

Whereas, Employer hires Accountant hereby assigning him/her relevant work and access to Confidential Information with respect to the Employer and its associates and partners to which the Accountant has accepted.

Now, therefore, in good and valuable consideration of the foregoing, Employer and Accountant hereby acknowledge the sufficiency of the following non-disclosure terms and conditions herein provided:

- (1) "Confidential Information" shall be defined herein as any and all data and information not of public knowledge with respect to the Employer, its officers and employees, its business associates and partners, in which access is granted by the Employer to the Accountant;
- (2) Accountant hereby promises to not disclose, share, convey, or transfer any of the confidential information received from the Employer in order to carry out the assigned tasks relevant to his/her employment under the Employer;
- (3) Accountant further agrees to execute its obligations to the Employer in accordance with its specifications and shall not be permitted to record, reproduce, or store any and all of the Confidential Information received for any reason;

- (4) Accountant shall not have no authority to disclose, share, convey, or transfer any and all of the Confidential Information to third-party entities, even if merely for safekeeping purposes, without any prior written consent and approval from the Employer;
- (5) Non-disclosure of confidential information by the accountant constitutes both printed and soft copy data through any electronic, magnetic, digital, or analog medium, and extends even after termination of employment for a period of [INSERT TIME PERIOD];
- (6) Accountant hereby commits himself/herself to follow and maintain the confidentiality of corporate Information by using the technical and organizational steps mandated by the employer;
- (7) Accountant hereby pledges to promptly advise the Employer upon discovery of any unauthorized use or malicious disclosure of confidential information and further commits himself/herself to cooperate and assist the Employer in every reasonable and legal way to regain possession of such confidential information and avoid any further occurrences of such circumstances;
- (8) Accountant shall be liable for any damages or losses as a result of negligence, improper usage of confidential information, lack of confidentiality in processing received data, or any other breach and infringement of the rules for the protection of confidential information;
- (9) In the event that the Accountant's employment is terminated, Accountant shall be responsible for returning any and all parts of the confidential information on his/her possession with or without any request from the Employer;
- (10) Any and all Confidential Information delivered in accordance with the terms and conditions contained herein shall be and remains the property of the Employer;
- (11) Accountant shall not have the right to assign or to subcontract any term or condition contained herein, in whole or in part;
- (12) In the event of invalidity or unenforceability of any term or condition under this Agreement, it shall not affect the validity of the remaining terms and conditions, which will remain to be in full force and effect during the term of this Agreement;

(13) This Agreement may be amended or modified only by an instrument in writing consented by both the Employer and Accountant;

(14) SETTLEMENT OF DISPUTES, GOVERNING LAW & ARBITRATION

- a. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
- b. This Agreement shall be governed by the laws of India. The Courts in **Mumbai (City Name)** shall have exclusive jurisdiction over the subject matter of this Agreement.
- c. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
- d. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be **Mumbai (City Name)**. The award passed in the arbitration proceedings shall be final and binding on both the parties.
- e. The cost of arbitration proceedings shall be equally borne by both the parties.
- f. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

In Witness Whereof, Employer and Accountant have caused the execution of the terms and conditions contained herein on this **[INSERT NUMBER]** day of **[INSERT MONTH]**, **[INSERT YEAR]**.

EMPLOYER

Name and Title in Print

Authorized Signature

ACCOUNTANT

Name and Title in Print

Authorized Signature