Mutual Non-Disclosure Agreement

Template version 1.0 · November 2026

This Mutual Non-Disclosure Agreement (the "Agreement") is made on _____ (the "Effective Date") between:

PennyWise, a bookkeeping firm located at Airport Road, Sialkot, Pakistan, contact info@pennywiseusa.com ("PennyWise"); and

Client company name: _____

Address: _____

(the "Client"). PennyWise and the Client are each a "Party" and together the "Parties".

1. Purpose

The Parties wish to discuss and carry out bookkeeping and related services (the "Purpose"). In doing so, each Party may share information with the other. This Agreement protects that information.

2. Confidential Information

"Confidential Information" means any non-public information disclosed by one Party (the "Discloser") to the other (the "Recipient"), in any form, including financial records, bank and card statements, accounting software data, payroll and tax information, customer and supplier details, pricing, business plans, methods and know-how, whether or not marked as confidential.

3. Obligations

The Recipient will:

a. use the Confidential Information only for the Purpose;

b. not disclose it to anyone except its employees and contractors who need to know it for the Purpose and who are bound by confidentiality duties at least as protective as this Agreement;

c. protect it with at least the same care it uses for its own confidential information, and never less than reasonable care, including reasonable technical and organisational security measures;

d. promptly tell the Discloser if it becomes aware of any unauthorised access to or disclosure of Confidential Information.

4. Exclusions

These obligations do not apply to information that the Recipient can show: (a) is or becomes public without the Recipient's fault; (b) the Recipient already lawfully knew before receiving it; (c) the

Recipient lawfully receives from a third party without a duty of confidentiality; or (d) the Recipient develops independently without using the Confidential Information.

5. Required disclosure

The Recipient may disclose Confidential Information if required by law, regulation or court order, provided that, where legally allowed, it gives the Discloser prompt notice and discloses only what is required.

6. Return or destruction

When the Purpose ends, or on written request, the Recipient will return or securely delete the Discloser's Confidential Information, except copies it must keep by law or that remain in routine backups, which stay protected by this Agreement. Access granted to accounting software is removed by the account owner, and PennyWise will not retain login access after the engagement ends.

7. Term

This Agreement starts on the Effective Date. The confidentiality obligations continue for **three (3) years** after the end of the Parties' working relationship, and for information that is a trade secret, for as long as it remains a trade secret.

8. No other rights

All Confidential Information remains the property of the Discloser. Nothing in this Agreement grants any licence or obliges either Party to enter into any further agreement. Confidential Information is provided "as is".

9. Remedies

Unauthorised use or disclosure may cause harm for which money damages are not enough, so the Discloser may seek injunctive or other equitable relief in addition to any other remedies.

10. General

This Agreement is the entire agreement between the Parties about its subject and may only be changed in writing signed by both Parties. If any part is unenforceable, the rest remains in effect. It may be signed in counterparts and by electronic signature, and scanned or emailed signed copies are valid. This Agreement is governed by the laws of _____.

PennyWise

Signature

_____

Name

_____

Title

_____

Date

_____

Client

Signature

_____

Name

_____

Title

_____

Date

_____

How to complete this NDA

1. Fill in your company name, address and the date, then sign in the Client box.
2. Email the signed copy to **info@pennywiseusa.com**.
3. We countersign and email you the fully signed copy. Each Party keeps one copy.