AGREEMENT FOR SAFEGUARDING CLIENT FINANCIAL AND ACCOUNTING INFORMATION

This Agreement for Safeguarding Client Financial and Accounting Information (the "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between:

Provider: _____

Client: _____

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

1. PURPOSE

The Provider performs accounting, bookkeeping, tax preparation, or other financial services for the Client. In the course of performing these services, the Provider will have access to, receive, maintain, or transmit confidential financial and personal accounting data of the Client. This Agreement establishes the security measures and safeguarding protocols the Provider must implement and maintain to protect this information.

2. DEFINITION OF CLIENT ACCOUNTING DATA

"Client Accounting Data" refers to any and all financial, accounting, tax, proprietary business, or personally identifiable information (PII) provided to, obtained by, or generated by the Provider in connection with the services rendered. This includes, but is not limited to, bank statements, tax returns, general ledgers, payroll records, Social Security numbers, Employer Identification Numbers (EINs), credit card numbers, financial statements, and passwords or access credentials to financial platforms.

3. CONFIDENTIALITY AND SAFEGUARDING OBLIGATIONS

The Provider agrees to maintain the strict confidentiality of all Client Accounting Data and shall implement industry-standard administrative, physical, and technical safeguards to prevent unauthorized access, collection, use, disclosure, copying, modification, or disposal. Specifically, the Provider shall:

a. Limit access to Client Accounting Data solely to employees, subcontractors, or representatives who have a legitimate business need to know the information to perform the contracted services.

b. Ensure all personnel handling the data are bound by written confidentiality agreements no less restrictive than this Agreement.

c. Store and transmit all digital Client Accounting Data using secure, encrypted platforms and transport protocols.

d. Maintain up-to-date firewalls, anti-malware software, and security patches on all systems used to access or store Client Accounting Data.

e. Implement strong multi-factor authentication (MFA) protocols for all accounts and systems holding or accessing Client Accounting Data.

4. DATA OWNERSHIP

All Client Accounting Data remains the exclusive property of the Client. Nothing in this Agreement shall be construed as granting the Provider any ownership rights, licenses, or intellectual property rights over the Client Accounting Data.

5. SECURITY INCIDENT AND BREACH NOTIFICATION

In the event of any confirmed or reasonably suspected unauthorized access, acquisition, alteration, exposure, or loss of Client Accounting Data (a "Security Incident"), the Provider shall:

a. Notify the Client in writing within _____ hours of discovery.

b. Immediately take all necessary steps to mitigate the effects of the Security Incident and prevent further unauthorized activity.

c. Provide the Client with detailed information regarding the nature of the incident, the specific data compromised, and the corrective actions being taken.

6. RETURN OR DESTRUCTION OF DATA

Upon termination of the primary service agreement between the Parties, or upon written request by the Client, the Provider shall, at the Client's direction, either return all physical and digital copies of the Client Accounting Data or securely destroy and permanently delete such data in a manner that renders it unrecoverable, except to the extent that retention is strictly required by applicable law, regulatory compliance, or professional accounting standards.

7. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall remain in effect until the primary service relationship between the Parties is terminated. The obligations of confidentiality and data protection set forth herein shall survive the termination of this Agreement indefinitely or for as long as the Provider retains any Client Accounting Data.

8. GOVERNING LAW

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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date written above.

PROVIDER:

Entity Name: _____

_____

Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CLIENT:

Entity/Individual Name: _____

_____

Authorized Signature

Printed Name: _____

Title: _____

Date: _____