CLIENT ACCOUNTING RECORDS PROTECTION AND NON-DISCLOSURE AGREEMENT

This Client Accounting Records Protection and Non-Disclosure Agreement (the "Agreement") is entered into and made effective as of _____, 20____ (the "Effective Date"), by and between:

Accounting Service Provider: _____, with a principal place of business at _____ (hereinafter referred to as the "Provider"), and

Client: _____, with a principal place of business or residence at _____ (hereinafter referred to as the "Client").

The Provider and the Client are collectively referred to herein as the "Parties" and individually as a "Party."

1. PURPOSE

The Client desires to retain the Provider to perform accounting, bookkeeping, tax preparation, or other financial consulting services (the "Services"). In connection with the performance of these Services, the Client will disclose to the Provider certain highly sensitive financial, personal, and accounting records. This Agreement is established to ensure the absolute protection, confidentiality, and security of all such accounting data and proprietary information.

2. DEFINITION OF CONFIDENTIAL ACCOUNTING RECORDS

For purposes of this Agreement, "Confidential Accounting Records" shall include, but are not limited to, all financial statements, balance sheets, profit and loss statements, general ledgers, bank statements, tax returns, payroll records, invoices, client lists, vendor lists, social security numbers, employer identification numbers, bank account numbers, logins and passwords, and any other financial or proprietary information disclosed by the Client to the Provider, whether communicated orally, in writing, or via electronic transmission.

3. OBLIGATIONS OF THE PROVIDER

The Provider agrees to adhere to the following standards of protection regarding the Confidential Accounting Records:

a. **Confidentiality:** The Provider shall hold all Confidential Accounting Records in the strictest confidence and shall not disclose, publish, or disseminate any portion thereof to any third party without the express prior written consent of the Client.

b. **Restricted Access:** The Provider shall limit access to the Confidential Accounting Records strictly to those employees, contractors, or agents who have a direct need to know such information to perform the Services, and who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

c. **Security Standards:** The Provider shall implement and maintain appropriate technical, administrative, and physical security measures designed to protect the Confidential Accounting Records from unauthorized access, loss, alteration, or destruction. This includes, but is not limited to, the use of secure servers, data encryption, secure file transfer protocols, and restricted physical access to storage facilities.

d. **Prohibited Use:** The Provider shall not use the Confidential Accounting Records for any purpose other than the direct performance of the Services requested by the Client. Under no circumstances shall the Provider use the data for commercial gain or competitive advantage.

4. PERMITTED DISCLOSURES

The Provider may disclose Confidential Accounting Records only if required to do so by applicable law, regulation, or a valid legal order issued by a court of competent jurisdiction or government regulatory authority. In the event that such disclosure is required, the Provider shall, to the extent legally permissible, provide the Client with prompt written notice of the requirement so that the Client may

seek a protective order or other appropriate remedy.

5. SECURITY BREACH NOTIFICATION

In the event of any unauthorized access, acquisition, alteration, or disclosure of the Confidential Accounting Records (a "Security Breach"), the Provider shall notify the Client in writing immediately, and in no event later than _____ hours after becoming aware of the breach. The Provider shall cooperate fully with the Client to mitigate the effects of the breach and to restore secure systems.

6. RETURN OR DESTRUCTION OF RECORDS

Upon the written request of the Client, or upon the termination of the business relationship between the Parties, the Provider shall immediately return to the Client all physical and electronic copies of the Confidential Accounting Records. If the Client requests the destruction of such records, the Provider shall securely destroy or permanently delete all such files and provide a written certification of destruction to the Client within _____ days of the request, subject to any statutory record retention requirements under applicable tax laws.

7. TERM AND SURVIVAL

The obligations of confidentiality and data protection under this Agreement shall commence on the Effective Date and shall survive the termination of the business relationship between the Parties indefinitely, or until such time as the Confidential Accounting Records lawfully enter the public domain through no fault of the Provider.

8. REMEDIES

The Provider acknowledges that any breach of this Agreement may cause irreparable harm to the Client for which monetary damages would be inadequate. Accordingly, the Client shall be entitled to seek injunctive relief to prevent or restrain any breach, in addition to any other legal or equitable remedies available under the law.

9. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of law principles. Any legal action arising under this Agreement shall be brought exclusively in the courts located in _____.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the protection of accounting data and supersedes all prior discussions, agreements, or representations. This Agreement may only be amended or modified by a written document signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Client Accounting Records Protection and Non-Disclosure Agreement as of the Effective Date.

CLIENT:	**PROVIDER:**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date