FINANCIAL DATA SECURITY AND PRIVACY AGREEMENT

This Financial Data Security and Privacy Agreement (the "Agreement") is entered into as of this______ day of ______________, 20 ____ (the "Effective Date"), by and between:

Disclosing Party: ____, with a principal place of business at ____ (hereinafter referred to as the "Discloser"),

and

Receiving Party: ____, with a principal place of business at ____ (hereinafter referred to as the "Recipient").

Discloser and Recipient may collectively be referred to as the "Parties" or individually as a "Party."

1. PURPOSE

The Discloser possesses certain highly sensitive, proprietary, and confidential financial information. The Parties wish to enter into a business relationship for the purpose of ____. In connection with this relationship, the Discloser may disclose proprietary financial data to the Recipient, and the Recipient agrees to maintain the absolute security and privacy of such financial information in accordance with the terms of this Agreement.

2. DEFINITION OF PROPRIETARY FINANCIAL INFORMATION

For the purposes of this Agreement, "Proprietary Financial Information" shall include, but is not limited to, any and all financial statements, balance sheets, profit and loss statements, revenue projections, tax returns, bank account details, investment strategies, pricing structures, transaction records, audit reports, customer payment card information, and any other financial data designated as confidential, whether disclosed orally, in writing, or in electronic format.

3. OBLIGATIONS OF CONFIDENTIALITY AND PRIVACY

The Recipient agrees to:

a. Hold all Proprietary Financial Information in the strictest confidence and take all reasonable precautions to prevent unauthorized access, use, or disclosure.

b. Limit access to the Proprietary Financial Information solely to those employees, advisors, or representatives who have a strict "need to know" to facilitate the Purpose, and who are bound by confidentiality obligations no less restrictive than those contained herein.

c. Not copy, reproduce, or reverse-engineer any Proprietary Financial Information except as expressly permitted by the Discloser in writing.

d. Strictly comply with all applicable regional, national, and international financial data privacy laws and regulations.

4. DATA SECURITY STANDARDS

The Recipient represents and warrants that it has implemented, and will maintain during the term of this Agreement, commercially reasonable technical, administrative, and physical security measures designed to protect Proprietary Financial Information. These measures shall include, at minimum:

a. Encryption of all electronic Proprietary Financial Information both in transit and at rest.

b. Multi-factor authentication (MFA) for all access points containing or interfacing with the Discloser's financial systems.

c. Regular vulnerability scanning, security audits, and penetration testing of systems storing the financial information.

d. Immediate revocation of access privileges for any employee or representative upon their termination or change in job role.

5. SECURITY BREACH NOTIFICATION

In the event of any suspected or confirmed unauthorized access, acquisition, alteration, loss, or disclosure of Proprietary Financial Information (a "Security Breach"), the Recipient shall:

a. Notify the Discloser in writing immediately, and in no event later than ______ hours after becoming aware of the occurrence.

b. Promptly investigate the Security Breach and take immediate, necessary remedial action to mitigate the effects and prevent further unauthorized access.

c. Provide the Discloser with comprehensive details regarding the nature of the breach, the specific data compromised, and the corrective actions taken.

6. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall remain in effect for a period of__________ years, or until terminated by either Party upon______ days' prior written notice. The Recipient's obligations concerning the security and privacy of the Proprietary Financial Information already received shall survive the termination or expiration of this Agreement for a period of __________ years from the date of termination.

7. RETURN OR DESTRUCTION OF INFORMATION

Upon the written request of the Discloser, or upon expiration or termination of this Agreement, the Recipient shall immediately return to the Discloser or, at the Discloser's option, permanently and securely destroy all physical and electronic copies of the Proprietary Financial Information. The Recipient shall provide written certification of such destruction signed by an authorized officer within ______ days of the request.

8. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State/Jurisdiction of ____________________, without regard to its conflict of law principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Financial Data Security and Privacy Agreement as of the Effective Date written above.

DISCLOSING PARTY:

____

Signature

____

Printed Name

____

Title

____

Date

RECEIVING PARTY:

____

Signature

____

Printed Name

____

Title

____

Date