ACCOUNTING SERVICES DATA SECURITY AND PRIVACY PROTECTION AGREEMENT

This Accounting Services Data Security and Privacy Protection Agreement (the "Agreement") is entered into as of _____, by and between:

Accounting Service Provider:
Name/Organization: _____
Address: _____
Representative: _____

Client:
Name/Organization: _____
Address: _____
Representative: _____

Collectively referred to as the "Parties" or individually as a "Party."

1. Purpose

The Service Provider provides professional accounting and financial services to the Client. In the course of performing these services, the Service Provider will have access to non-public financial information, personally identifiable information (PII), and other confidential records of the Client. This Agreement establishes the security and privacy obligations of both parties to protect this data.

2. Definition of Client Data

"Client Data" includes, but is not limited to: financial statements, tax returns, bank records, general ledgers, payroll information, employee social security numbers, taxpayer identification numbers, bank account details, and any other proprietary or personal information provided by the Client or generated by the Service Provider during the provision of services.

3. Data Security Measures

The Service Provider agrees to implement and maintain commercially reasonable technical, physical, and administrative safeguards designed to secure Client Data from unauthorized access, loss, alteration, or disclosure. These measures shall include, at minimum:

1. Encrypting all Client Data both in transit and at rest.
2. Restricting access to Client Data strictly to personnel who require such access to perform the contracted accounting services.
3. Utilizing secure, multi-factor authenticated systems for storing and transferring files.
4. Maintaining updated firewalls, anti-virus, and malware detection software on all systems used to access Client Data.

4. Permitted Use and Confidentiality

The Service Provider shall use Client Data solely for the purpose of performing the agreed-upon accounting services. The Service Provider shall not sell, lease, disclose, or share Client Data with any third party without the express prior written consent of the Client, except as required by applicable law or professional standards.

5. Data Breach Notification

In the event of a confirmed or reasonably suspected unauthorized access, acquisition, or disclosure of Client Data (a "Security Incident"), the Service Provider shall:

1. Notify the Client in writing without unreasonable delay, and in no event later than _____ hours after becoming aware of the incident.
2. Cooperate fully with the Client in investigating and mitigating the effects of the incident.
3. Bear the reasonable costs associated with containing and remediating the breach, to the extent the breach resulted from the Service Provider's negligence or failure to comply with this Agreement.

6. Subprocessors and Third Parties

The Service Provider shall not disclose Client Data to any subcontractor, cloud software vendor, or third-party processor unless such party is bound by written confidentiality and data security obligations no less restrictive than those set forth in this Agreement.

7. Data Retention and Destruction

Upon termination of the accounting services agreement or upon written request by the Client, the Service Provider shall return to the Client or securely destroy all copies of Client Data in its possession, except where retention is required by applicable law, professional regulatory standards, or standard automated backup procedures.

8. Term and Termination

This Agreement shall remain in effect for the duration of the professional relationship between the Parties and shall survive the termination of any underlying accounting services agreement for as long as the Service Provider retains any Client Data.

9. Governing Law

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

For Accounting Service Provider:

_____

Authorized Signature

Name: _____

Title: _____

Date: _____

For Client:

_____

Authorized Signature

Name: _____

Title: _____

Date: _____