CLIENT ACCOUNTING DATA PROTECTION AGREEMENT

This Client Accounting Data Protection Agreement (the "Agreement") is entered into as of _____ (the "Effective Date"), by and between:

Accounting Service Provider: _____, with a principal place of business at _____ (the "Provider"),

And

Client: _____, with a principal place of business at _____ (the "Client").

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

1. Purpose and Scope

This Agreement governs the processing, security, and protection of financial and accounting data, including personally identifiable information (PII) and confidential financial records, provided by the Client to the Provider in connection with the accounting, bookkeeping, or tax services rendered under the primary engagement agreement dated _____.

2. Definitions

1. **Accounting Data:** All financial records, bank statements, tax documents, payroll information, general ledgers, invoices, and any other data provided by the Client or generated by the Provider in the course of providing services.
2. **Personal Data:** Any information relating to an identified or identifiable natural person, including but not limited to names, social security numbers, tax identification numbers, and banking details.
3. **Security Incident:** Any unauthorized access, acquisition, alteration, destruction, or disclosure of Accounting Data.

3. Data Processing and Use

The Provider agrees to process Accounting Data only on behalf of and in accordance with the documented instructions of the Client. The Provider shall not sell, retain, use, or disclose Accounting Data for any purpose other than for the specific purpose of performing the accounting services specified in the primary engagement agreement.

4. Technical and Organizational Security Measures

The Provider shall implement and maintain appropriate technical and organizational measures to protect Accounting Data against unauthorized or unlawful processing and against accidental loss, destruction, or damage. These measures shall include, but are not limited to:

1. Encryption of personal and financial data both in transit and at rest.
2. Restricting access to Accounting Data to authorized personnel who have a legitimate business need to access such data.

3. Regular security training for all staff members who have access to Client data.
4. Maintaining secure, password-protected systems with multi-factor authentication enabled.

5. Data Breach Notification

In the event of a confirmed Security Incident affecting the Client's Accounting Data, the Provider shall notify the Client without undue delay, and in any event within _____ hours of becoming aware of the incident. The notification shall contain details regarding the nature of the breach, the affected data, and the mitigation steps taken.

6. Subprocessors

The Provider shall not engage any third-party subprocessor to access or process the Client's Accounting Data without the prior written consent of the Client. Any approved subprocessor shall be bound by data protection obligations at least as restrictive as those contained in this Agreement.

7. Term, Termination, and Data Return

This Agreement shall remain in effect for the duration of the accounting services provided. Upon termination of the services, or at the written request of the Client, the Provider shall, at the choice of the Client, return all Accounting Data to the Client or securely delete/destroy all copies of such data, unless retention is required by applicable statutory or regulatory professional record retention standards.

8. 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 the Accounting Service Provider:

_____

Signature

_____

Printed Name

_____

Title

_____

Date

For the Client:

_____

Signature

Printed Name

Title

Date