

FINANCIAL DATA PROTECTION AND CONFIDENTIALITY AGREEMENT

This Financial Data Protection and Confidentiality 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 "Client"),

and

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

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

1. PURPOSE OF DISCLOSURE

The Client wishes to engage the Service Provider to perform outsourced accounting, bookkeeping, tax preparation, and/or financial advisory services (the "Services"). In connection with the provision of these Services, the Client will disclose to the Service Provider certain highly sensitive financial, commercial, and personal data. This Agreement is executed to ensure the absolute confidentiality, security, and integrity of all such disclosed information.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For the purposes of this Agreement, "Confidential Information" shall include, but is not limited to:

- a. All financial statements, tax returns, general ledgers, bank statements, payroll records, invoices, receipts, and accounts payable/receivable data.
- b. Personal Identifiable Information (PII) of the Client's employees, customers, contractors, and partners, including names, social security numbers, tax identification numbers, and bank account details.
- c. Business plans, budgets, financial projections, pricing strategies, and customer lists.
- d. Any passwords, encryption keys, or login credentials associated with the Client's financial software, bank portals, or cloud storage systems.

3. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider agrees to:

- a. Hold all Confidential Information in the strictest confidence and use it solely for the purpose of performing the Services.
- b. Restrict access to the Confidential Information to only those employees, contractors, or agents who have a direct "need to know" to perform the Services and who are bound by confidentiality obligations no less restrictive than those contained herein.
- c. Implement and maintain rigorous administrative, physical, and technical safeguards designed to prevent unauthorized access, disclosure, loss, or theft of the Confidential Information.
- d. Not copy, reproduce, or store the Confidential Information on any personal devices or unauthorized third-party servers.

4. DATA SECURITY STANDARDS

The Service Provider warrants that its data security infrastructure complies with standard industry best practices for financial data protection, including but not limited to:

- a. The use of multi-factor authentication (MFA) for all systems storing or accessing Client data.
- b. The encryption of all financial data both in transit and at rest.

c. Regular vulnerability scanning and software updates on all devices used to access Client networks.

5. BREACH NOTIFICATION

In the event of any suspected or confirmed unauthorized access, acquisition, alteration, or disclosure of the Confidential Information (a "Security Incident"), the Service Provider shall notify the Client in writing immediately, and in no event later than _____ hours after becoming aware of the incident. The Service Provider shall, at its own expense, take all necessary steps to mitigate the effects of the Security Incident and cooperate fully with the Client's investigation.

6. TERM AND RETURN OF DATA

The obligations under this Agreement shall survive the termination of the service relationship between the Parties. Upon written request by the Client, or upon termination of the Services, the Service Provider shall immediately return to the Client or securely destroy all physical and electronic copies of the Confidential Information in its possession, and provide a written certification of such destruction within _____ days.

7. REMEDIES

The Service Provider acknowledges that any breach of this Agreement may cause irreparable harm to the Client for which monetary damages alone would be inadequate. In the event of a breach, the Client shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

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. Any legal action arising out of this Agreement shall be brought exclusively in the courts located in _____.

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

CLIENT

Signature

Printed Name

Title

Date

SERVICE PROVIDER

Signature

Printed Name

Title

Date