

AUDIT DATA SECURITY AND NON-DISCLOSURE AGREEMENT

This Audit Data Security and Non-Disclosure Agreement (the "Agreement") is entered into as of _____ (the "Effective Date"), by and between:

Disclosing Party:

Company Name: _____

Address: _____

Represented by: _____

And

Receiving Party (Auditor):

Firm Name: _____

Address: _____

Represented by: _____

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

1. PURPOSE OF DISCLOSURE

The Disclosing Party agrees to share certain proprietary, confidential, and sensitive data with the Receiving Party solely for the purpose of performing professional audit, assurance, and financial review services (the "Permitted Purpose").

2. DEFINITION OF CONFIDENTIAL AUDIT DATA

"Confidential Audit Data" includes all financial records, transactions, taxpayer identification numbers, payroll details, business plans, system configurations, customer data, and any other proprietary information disclosed during the course of the audit, whether in oral, written, electronic, or physical form.

3. DATA SECURITY OBLIGATIONS

The Receiving Party agrees to implement and maintain strict technical, administrative, and physical security measures to protect the Confidential Audit Data, including but not limited to:

- a. Restricting access to the data solely to authorized personnel who require access to perform the audit services.
- b. Utilizing industry-standard encryption methods for data both in transit and at rest.
- c. Storing data on secure, password-protected systems with active firewall and malware protection.
- d. Prohibiting the duplication, copying, or exporting of data onto unauthorized personal devices or unencrypted external drives.

4. PERMITTED AND RESTRICTED USE

The Receiving Party shall use the Confidential Audit Data exclusively for the Permitted Purpose. The Receiving Party shall not disclose, publish, sell, or transfer any portion of the data to third parties without the prior express written consent of the Disclosing Party.

5. DATA BREACH NOTIFICATION

In the event of any unauthorized access, acquisition, alteration, or destruction of the Confidential Audit Data (a "Security Incident"), the Receiving Party shall notify the Disclosing Party in writing immediately, and no later than _____ hours after becoming aware of the incident, and shall cooperate fully to mitigate the impact of such incident.

6. TERM AND RETURN OF DATA

This Agreement shall remain in effect for a period of _____ years from the Effective Date. Upon completion of the audit or upon written request by the Disclosing Party, the Receiving Party shall securely destroy or return all copies of the Confidential Audit Data, except to the extent that retention is required by professional standards, regulatory obligations, or applicable law.

7. GOVERNING LAW AND JURISDICTION

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

IN WITNESS WHEREOF, the Parties have executed this Audit Data Security and Non-Disclosure Agreement as of the Effective Date.

For Disclosing Party:

For Receiving Party:

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

PRINT NAME

PRINT NAME

TITLE

TITLE

DATE

DATE