

# ACCOUNTING SERVICES NON-DISCLOSURE AND DATA SECURITY AGREEMENT

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This Accounting Services Non-Disclosure and Data Security Agreement (the "Agreement") is entered into and made effective as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between:

**Client:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Disclosing Party"), and

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

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

## 1. PURPOSE

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The Disclosing Party wishes to retain the Receiving Party to perform professional accounting, bookkeeping, tax preparation, or financial consulting services (the "Services"). In connection with these Services, the Disclosing Party will provide the Receiving Party with access to highly sensitive proprietary financial data, personal identifying information, and other confidential records. This Agreement ensures the protection, confidentiality, and security of all such shared data.

## 2. DEFINITION OF CONFIDENTIAL INFORMATION

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For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged, including but not limited to:

- a. Financial statements, general ledgers, balance sheets, profit and loss statements, trial balances, tax returns, and bank account details;
- b. Payroll records, employee identification numbers, Social Security numbers, bank routing information, and salary information;
- c. Business plans, customer lists, pricing data, operational strategies, and software or database structures;
- d. Any information marked "Confidential" or which, by its nature, should reasonably be understood to be confidential.

## 3. OBLIGATIONS OF RECEIVING PARTY

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The Receiving Party agrees to:

- a. Hold all Confidential Information in strict confidence and take all reasonable precautions to prevent unauthorized access or disclosure;
- b. Use the Confidential Information solely for the purpose of performing the agreed-upon accounting Services, and for no other commercial or personal purpose;

- c. Restrict access to Confidential Information only to those of its employees, contractors, or agents who have a direct "need to know" to perform the Services, and who are bound by confidentiality obligations at least as restrictive as those contained herein;
- d. Not copy, reproduce, or store Confidential Information on any unauthorized devices or personal cloud storage services.

#### **4. DATA SECURITY PROTOCOLS**

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The Receiving Party shall maintain a written information security program designed to protect the Disclosing Party's data, which shall include:

- a. Using industry-standard encryption protocols (in transit and at rest) for all digital financial files and communications;
- b. Maintaining secure, password-protected networks, multi-factor authentication (MFA), and updated anti-virus and firewalls on all devices accessing the data;
- c. Restricting physical access to premises where physical paper records or servers containing Confidential Information are stored.

#### **5. DATA BREACH NOTIFICATION**

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In the event of any suspected or confirmed unauthorized access, acquisition, alteration, or disclosure of the Disclosing Party's Confidential Information (a "Security Breach"), the Receiving Party shall notify the Disclosing Party in writing immediately, and in no event later than \_\_\_\_\_ hours after becoming aware of the breach. The Receiving Party shall bear the costs of investigating and mitigating such breach.

#### **6. TERM AND RETURN OF INFORMATION**

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The obligations of confidentiality shall survive the termination of the business relationship between the Parties and shall remain in effect indefinitely. Upon termination of the Services, or upon written request by the Disclosing Party, the Receiving Party shall immediately return all physical copies and permanently delete all electronic copies of the Confidential Information, providing a written certification of destruction within \_\_\_\_\_ days of the request.

#### **7. LEGAL DISCLOSURES**

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If the Receiving Party is legally compelled by subpoena, court order, or government regulation to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy.

#### **8. REMEDIES**

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The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages alone would be inadequate. The Disclosing Party shall be entitled to seek injunctive relief to prevent breaches, in addition to any other remedies available at law.

#### **9. MISCELLANEOUS**

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This Agreement constitutes the entire understanding between the Parties regarding confidentiality and supersedes all prior discussions. This Agreement shall be governed by the laws of the State of \_\_\_\_\_ . Any amendments must be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**DISCLOSING PARTY:**

**RECEIVING PARTY:**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name:  
\_\_\_\_\_

Name:  
\_\_\_\_\_

Title:  
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Title:  
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