

# SECURITY AND CONFIDENTIALITY AGREEMENT FOR ASSURANCE PROVIDERS

This Security and Confidentiality Agreement (the "Agreement") is entered into as of \_\_\_\_\_, by and between:

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

and

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

## 1. PURPOSE

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The Disclosing Party wishes to engage the Receiving Party to provide audit, review, or other assurance services (the "Engagement"). In connection with the Engagement, the Disclosing Party will provide the Receiving Party with access to certain highly confidential, proprietary, and sensitive financial and operational data (the "Audit Data").

## 2. DEFINITION OF CONFIDENTIAL INFORMATION

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"Confidential Information" refers to any and all information disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, or in electronic format, including but not limited to financial records, transaction details, employee data, proprietary software, system architectures, and security controls, marked as confidential or which by its nature should reasonably be understood to be confidential.

## 3. DATA SECURITY OBLIGATIONS

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The Receiving Party agrees to implement and maintain rigorous administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of the Audit Data. These safeguards shall include, at minimum:

- a. Encrypting all Audit Data both in transit and at rest using industry-standard encryption protocols.
- b. Restricting access to the Audit Data solely to authorized personnel of the Receiving Party who have a direct need to know in connection with the Engagement.
- c. Utilizing secure, multi-factor authenticated systems to store and transfer any Disclosing Party assets.
- d. Prohibiting the storage of Audit Data on personal, unencrypted, or unauthorized devices.

## 4. PERMITTED USE

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The Receiving Party shall use the Confidential Information and Audit Data solely for the purpose of executing the defined Engagement and fulfilling professional obligations under applicable auditing standards, and for no other commercial or secondary purpose.

## 5. BREACH NOTIFICATION

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In the event of any suspected or confirmed unauthorized access, acquisition, alteration, loss, or disclosure of the Disclosing Party's Confidential Information (a "Security Incident"), the Receiving Party shall notify the Disclosing Party in writing immediately, and in any event no later than \_\_\_\_\_ hours after becoming aware of the incident. The Receiving Party shall cooperate fully in any containment, mitigation, and remediation efforts.

## 6. TERM AND DATA DESTRUCTION

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This Agreement shall remain in effect for the duration of the Engagement. Upon completion of the Engagement or upon written request by the Disclosing Party, the Receiving Party shall securely delete or destroy all copies of the Audit Data in its possession, custody, or control, except to the extent that retention is strictly required by applicable professional standards, laws, or regulations.

## 7. GOVERNING LAW

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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 hereto have executed this Security and Confidentiality Agreement as of the date first written above.

**For the Disclosing Party (Client):**

**For the Receiving Party (Assurance Provider):**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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Title

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