PROFESSIONAL ACCOUNTING DATA PROTECTION AND CONFIDENTIALITY AGREEMENT

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

Accounting Service Provider: _____
Address: _____
(hereinafter referred to as the "Provider"), and

Client: _____
Address: _____
(hereinafter referred to as the "Client").

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

1. PURPOSE

The Client has engaged the Provider to perform professional accounting, bookkeeping, tax preparation, or financial advisory services (the "Services"). In connection with these Services, the Provider will have access to non-public, sensitive, and proprietary financial and personal data of the Client. This Agreement establishes the security and confidentiality obligations of the Provider regarding such data.

2. DEFINITION OF CONFIDENTIAL INFORMATION

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

1. Tax returns, financial statements, balance sheets, general ledgers, bank statements, and payroll records.
2. Social Security Numbers, Tax Identification Numbers, bank account numbers, credit card details, and other personally identifiable information (PII) of the Client, its employees, subcontractors, or customers.
3. Business plans, budgets, forecasts, proprietary software, and trade secrets disclosed during the course of the engagement.
4. Any other information marked "confidential" or which, by its nature, should reasonably be understood to be confidential.

3. DATA PROTECTION AND SECURITY STANDARDS

The Provider agrees to implement and maintain commercially reasonable technical, physical, and administrative safeguards designed to secure the Client's data from unauthorized access, disclosure, alteration, or destruction. These safeguards shall include, at minimum:

1. Encrypting all financial data during transmission and while at rest.
2. Restricting access to Confidential Information solely to employees, subcontractors, or agents who require access to perform the Services and who are bound by confidentiality obligations no less restrictive than those herein.
3. Utilizing secure, multi-factor authenticated systems and platforms for the storage and transfer of all Client files.
4. Conducting regular security reviews and updating defensive measures to mitigate emerging cybersecurity threats.

4. PERMITTED USE AND RESTRICTIONS

The Provider shall use the Confidential Information solely for the purpose of performing the contracted Services. The Provider shall not sell, rent, license, or disclose the Confidential Information to any third party without the express prior written consent of the Client, except as required by law, regulation, or professional accounting standards (e.g., subpoena or peer review).

5. BREACH NOTIFICATION

In the event of any confirmed or reasonably suspected unauthorized access, acquisition, or disclosure of the Client's Confidential Information (a "Security Breach"), the Provider shall:

1. Notify the Client in writing without unreasonable delay, and in no event later than _____ hours after becoming aware of the breach.
2. Cooperate fully with the Client in investigating, mitigating, and remediating the effects of the Security Breach.
3. Bear the reasonable costs associated with containing the breach and complying with applicable legally mandated notification requirements.

6. TERM AND RETURN OF DATA

This Agreement shall commence on the date first written above and shall survive the termination of the professional relationship between the Parties. Upon termination of the Services or upon written request by the Client, the Provider shall, at the Client's option, return or securely destroy all digital and physical copies of the Confidential Information, except to the extent that retention is required by applicable professional retention standards, law, or regulatory requirements.

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

IN WITNESS WHEREOF, the Parties have executed this Professional Accounting Data Protection and Confidentiality Agreement as of the date first written above.

For the Provider:

_____

Authorized Signature

Name: _____

Title: _____

Date: _____

For the Client:

_____

Authorized Signature

Name: _____

Title: _____

Date: _____