



**HONKAMP KRUEGER & CO., PC
CLIENT PORTAL AGREEMENT**

This Client Portal Agreement ("Agreement") is made by and between Honkamp Krueger & Co., PC, Certified Public Accountants ("Firm") and _____ ("Client") effective on the date it is executed by Firm's authorized representative upon the following terms and conditions:

1. **Purpose.** Firm provides a voluntary Client Portal (secure internet site) to permit easy and secure electronic transfer of documents between Client and the Firm as well as ongoing Client access to certain documents (may include confidential documents) created or maintained by the Firm. The Firm has sole discretion to decide which types of documents can be uploaded or viewed on the Client Portal.

2. **Service Availability.** Firm will use its best efforts to provide 24 hour daily availability of the Client Portal. However, Firm makes no representation or warranty that 24 hour service will be available. Client agrees and acknowledges that the Client Portal will, at times, be unavailable due to regularly scheduled maintenance, service upgrades, or other mechanical or electronic failures.

3. **Supported Browser.** Client agrees to access the Client Portal using the internet browser, Microsoft Internet Explorer.

4. **Security.** Firm will use its best efforts to make the Client Portal secure from unauthorized access. The Client Portal will require industry standard 128bit encryption on all communications between the Client's end user device and the Client Portal server. The Client Portal server operating system and applications software will be updated and virus-scanned regularly. However, Client recognizes that no completely secure system for electronic data transfer has yet been devised. FIRM MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EFFICACY OF THE SECURITY OF THE CLIENT PORTAL AND SHALL NEVER BE LIABLE FOR ANY CLAIMED ACTUAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OR ALLEGED BREACH OF SECURITY OF THE CLIENT PORTAL.

5. **Logon Accounts and Their Security.** Firm will set up individual logon accounts (users) for those who need access to the Client Portal. Each user will have either full access to view all Client documents or rights only to submit files to the Firm via the portal. **(Firm strongly recommends that Client establish a policy that logon information not be shared among its employees).** In order to maintain security, Client agrees to designate a single individual (if business, must be an owner) as the authorized person to contact Firm to request employee logons. The initial designee is _____ at email address _____. All logon passwords will be transmitted to the designee by telephone or email. Additional subscribers requests must be requested in writing by initial designee.

6. **Termination of Logon Account.** Client agrees to notify the Firm's Help Desk at 563-556-0123 immediately when an individual logon account is to be terminated. The Firm will make every effort to terminate access immediately. However, Client cannot be assured that access has been terminated until it e-mails Firm at workrequest@honkamp.com and receives an e-mail confirmation of termination.

7. **Dispute Resolution.** The parties agree that any dispute between Client and Firm relating to this Agreement, or the breach of it, shall, if negotiations and other discussion fail, be first submitted to mediation in accordance with the provisions of the Commercial Mediation Rules of the American Arbitration Association ("AAA") then in effect before resorting to arbitration. The parties agree to conduct the mediation in good faith and make reasonable efforts to resolve any dispute by mediation. Failure or refusal by either party to mediate shall not in any way affect any subsequent arbitration. The parties agree to conduct the mediation in Dubuque, Iowa, or another mutually agreed upon location.

If the dispute is not resolved by mediation, the dispute shall be subject to binding arbitration under the Dispute Resolution Rules for Professional Accounting and Related Services Disputes of the AAA, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitration shall be heard before one or more arbitrators selected in accordance with these rules. The parties agree to conduct the arbitration in Dubuque, Iowa, or another mutually agreed upon location. The arbitrator may only award actual damages and may not award consequential, exemplary, or punitive damages. The prevailing party in any arbitration or litigation shall be entitled to recover from the other party reasonable attorney and expert witness fees, court costs, and the administrative costs, fees, and expenses of the AAA, as the case may be, incurred in the same, in addition to any other relief that may be awarded.

Notwithstanding the provisions of the immediately preceding paragraph, neither Firm nor Client shall be compelled to arbitrate any dispute between the parties which arises out of or is related to any claim asserted against either party by a third party unless the third party (whether one or more) agrees to join the arbitration or can be compelled to join it.

8. **Term and Termination.** This Agreement and the services contemplated by it may be terminated by either Firm or Client with or without cause and with or without notice at any time; provided, however, that the warranty disclaimer in Section 4 and the dispute resolution provision in Section 7 shall survive any such termination.

9. **Miscellaneous.** This is the entire agreement between Firm and Client regarding its subject matter. This Agreement does not modify or affect any existing or future engagement letter or agreement between Firm and Client. This Agreement is made and entered into in the State of Iowa and is to be construed under the laws of the State of Iowa as they from time to time exist.

Executed by the parties acting by and through their authorized representatives on the dates set forth below.

CLIENT:
By _____
Printed Name _____
Title _____
Date _____

FIRM: HONKAMP KRUEGER & CO., PC
By _____
Printed Name _____
Title _____
Date _____
HK Client ID: _____

USERS PERMITTED TO FULL ACCESS TO THIS ACCOUNT:

Name

Email Address

Name

Email Address

USERS PERMITTED ONLY TO SUBMIT FILES FOR THIS ACCOUNT:

Name

Email Address

Name

Email Address

To receive your account and login information, return this completed and signed Client Portal Agreement by:

1. Scanning it and e-mailing it to workrequest@honkamp.com.
2. Faxing it to the Dubuque office at 563-556-8762.
3. Mailing it or dropping it off at your nearest Honkamp Krueger location.