

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

(Forensic Financial Investigation)

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into as of this _____ day of _____, 20____, by and between:

Disclosing Party: _____, located at _____
(hereinafter referred to as the "Client"), and

Receiving Party: _____, located at _____
(hereinafter referred to as the "Forensic Investigator").

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

1. PURPOSE OF DISCLOSURE

The Client wishes to engage the Forensic Investigator to perform certain forensic accounting, auditing, and financial investigation services (the "Investigation"). In connection with the Investigation, the Client will disclose to the Forensic Investigator highly sensitive, proprietary, and confidential financial, corporate, and personal information. The purpose of this Agreement is to ensure the absolute protection and non-disclosure of all such information.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall include, but is not limited to, any and all financial records, bank statements, tax returns, general ledgers, transaction histories, audit trails, passwords, communication logs, proprietary software, business plans, payroll records, customer lists, vendor agreements, metadata, digital forensic images, and any other documentation, analysis, or work product generated by the Forensic Investigator that arises out of or relates to the Investigation, whether disclosed orally, in writing, or in electronic format.

3. OBLIGATIONS OF THE FORENSIC INVESTIGATOR

The Forensic Investigator hereby agrees to:

1. Hold all Confidential Information in the strictest confidence and take all reasonable security precautions to prevent unauthorized access, loss, or disclosure.
2. Use the Confidential Information solely for the purpose of conducting the designated Investigation and for no other commercial or personal purpose.
3. Limit access to Confidential Information only to those employees, associates, or legal representatives of the Forensic Investigator who have a direct "need to know" to facilitate the Investigation and who are bound by confidentiality obligations no less restrictive than those contained herein.
4. Not copy, reproduce, or duplicate any Confidential Information except as strictly necessary to execute the Investigation.

4. PERMITTED AND COMPELLED DISCLOSURE

If the Forensic Investigator is requested or required by subpoena, court order, or similar legal process to disclose any Confidential Information, the Forensic Investigator shall, to the extent legally permissible, provide the Client with prompt written notice of such request so that the Client may seek an appropriate protective order

or waive compliance with the provisions of this Agreement.

5. TERM AND TERMINATION

The obligations of confidentiality under this Agreement shall survive the completion of the Investigation and shall remain in effect for a period of _____ years from the date of this Agreement, or until such time as the Confidential Information enters the public domain through no fault or breach of the Forensic Investigator.

6. RETURN OR DESTRUCTION OF MATERIALS

Upon written request by the Client, or immediately upon termination of the Investigation, the Forensic Investigator shall return all physical copies of the Confidential Information and securely delete and purge all digital copies, forensic images, and extracted datasets from their servers, systems, and backups, except to the extent that retention is required by professional standards, applicable law, or liability insurance requirements.

7. REMEDIES

The Forensic Investigator acknowledges that any breach of this Agreement may cause irreparable harm to the Client for which monetary damages alone would be inadequate. In the event of a breach or threatened breach, the Client shall be entitled to seek injunctive relief in addition to any other legal or equitable remedies available under the law.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and enforced in accordance with the laws of the State 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 Confidentiality Agreement as of the date first written above.

CLIENT

Authorized Signature

Printed Name

Title

Date

FORENSIC INVESTIGATOR

Authorized Signature

Printed Name

Title

Date