

FORENSIC ACCOUNTING INVESTIGATION CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is entered into and made effective as of _____, 20____ (the "Effective Date"), by and between:

Disclosing Party: _____

And

Investigating Party: _____

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

1. PURPOSE OF ENGAGEMENT

The Disclosing Party has engaged the Investigating Party to perform a forensic accounting investigation, financial analysis, _____ and _____ related _____ investigative _____ services _____ concerning _____ (the "Investigation"). In connection with the Investigation, the Disclosing Party will provide the Investigating Party access to certain proprietary, non-public, financial, and highly sensitive information.

2. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" refers to any and all information, data, documents, financial records, bank statements, tax returns, transaction histories, business plans, payroll records, legal analyses, correspondence, or digital forensics shared by the Disclosing Party, whether communicated orally, in writing, or via electronic media. It also includes any notes, summaries, reports, working papers, draft findings, or final reports prepared by the Investigating Party that incorporate or derive from the Disclosing Party's information.

3. OBLIGATIONS OF CONFIDENTIALITY

The Investigating Party agrees to:

- Hold all Confidential Information in the strictest confidence and take all necessary precautions to prevent unauthorized access, disclosure, or dissemination.
- Use the Confidential Information solely for the purpose of conducting the Investigation and for no other purpose, commercial or otherwise.
- Restrict access to the Confidential Information only to those employees, associates, or authorized subcontractors who have a direct, legitimate need to know for the execution of the Investigation, and who are bound by confidentiality obligations no less restrictive than those contained herein.
- Not copy, reproduce, or store the Confidential Information except as reasonably necessary to perform the Investigation.

4. PERMITTED DISCLOSURE AND COMPELLED DISCLOSURE

If the Investigating Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, the Investigating Party shall, to the extent legally permissible, provide the Disclosing Party with prompt written notice of such request so that the Disclosing Party may seek a protective order or other appropriate remedy.

5. SECURITY OF INFORMATION AND DATA BREACH

The Investigating Party shall implement and maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of all digital and physical documents received. In the event of any unauthorized access, acquisition, or disclosure of Confidential Information, the Investigating Party shall immediately notify the Disclosing Party in writing and cooperate fully to mitigate the breach.

6. RETURN OR DESTRUCTION OF MATERIALS

Upon the written request of the Disclosing Party, or immediately upon the completion or termination of the Investigation, the Investigating Party shall return to the Disclosing Party all originals and copies of the Confidential Information, or, at the Disclosing Party's option, destroy all such materials and certify such destruction in writing to the Disclosing Party. Notwithstanding the foregoing, the Investigating Party may retain one copy of its final report and working papers to the extent required to comply with professional standards, applicable law, or liability insurance policies, subject to the ongoing confidentiality obligations of this Agreement.

7. TERM AND TERMINATION

The obligations under this Agreement shall survive the completion of the Investigation and shall remain in effect for a period of _____ years from the Effective Date, or indefinitely with respect to any information constituting a trade secret under applicable law.

8. REMEDIES

The Investigating Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages alone would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, and any other equitable remedies available under the law, in addition to any monetary damages.

9. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of law principles. Any legal action arising out of this Agreement shall be brought exclusively in the courts located in _____.

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

DISCLOSING PARTY

Authorized Signature

Print Name: _____

Title: _____

Date: _____

INVESTIGATING PARTY

Authorized Signature

Print Name: _____

Title: _____

Date: _____