

# FORENSIC ACCOUNTING INVESTIGATION PRIVACY AND SECRECY AGREEMENT

This Forensic Accounting Investigation Privacy and Secrecy Agreement (the "Agreement") is entered into and made effective as of \_\_\_\_\_, by and between:

**Disclosing Party:** \_\_\_\_\_

Address: \_\_\_\_\_

**Receiving Party:** \_\_\_\_\_

Address: \_\_\_\_\_

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

## 1. PURPOSE OF DISCLOSURE

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The Disclosing Party possesses certain highly confidential, proprietary, and financial information, and wishes to retain the Receiving Party to perform a forensic accounting investigation, financial analysis, and audit (the "Investigation") concerning \_\_\_\_\_. In connection with this Investigation, the Disclosing Party will provide the Receiving Party with access to certain sensitive financial, operational, and personal records.

## 2. DEFINITION OF CONFIDENTIAL INFORMATION

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For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value, forensic relevance, or other utility in the business or personal affairs in which the Disclosing Party is engaged. Confidential Information includes, but is not limited to: financial statements, tax returns, bank records, general ledgers, transaction histories, communications, internal audits, employee data, client lists, digital forensic images, and any reports, notes, or analyses generated by the Receiving Party during the course of the Investigation.

## 3. OBLIGATIONS OF THE RECEIVING PARTY

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The Receiving Party agrees to maintain the absolute secrecy and confidentiality of all Confidential Information received during the Investigation. Specifically, the Receiving Party shall:

- Hold the Confidential Information in the strictest confidence and use it solely for the purpose of conducting the Investigation;
- Not disclose, publish, or disseminate any Confidential Information to any third party without the express prior written consent of the Disclosing Party;
- Restrict access to the Confidential Information only to those employees, partners, or authorized agents of the Receiving Party who have a direct need to know such information for the Investigation and who are bound by confidentiality obligations no less restrictive than those contained herein;
- Implement and maintain rigorous administrative, physical, and technical safeguards to prevent unauthorized access, loss, or theft of the Confidential Information.

## 4. PERMITTED AND COMPELLED DISCLOSURE

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If the Receiving Party is legally compelled by a subpoena, court order, or government authority to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such

requirement prior to making any disclosure, so that the Disclosing Party may seek a protective order or other appropriate remedy.

## 5. TERM AND RETURN OF MATERIALS

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The obligations of confidentiality under this Agreement shall survive the conclusion of the Investigation indefinitely, or until such time as the Disclosing Party releases the Receiving Party from such obligation in writing. Upon written request of the Disclosing Party, or upon completion of the Investigation, the Receiving Party shall promptly return or destroy all physical and electronic copies of the Confidential Information, and certify such destruction in writing to the Disclosing Party.

## 6. BREACH AND REMEDIES

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The Receiving 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 to prevent or restrain any breach, in addition to any other remedies available at law or in equity.

## 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 have executed this Forensic Accounting Investigation Privacy and Secrecy Agreement as of the date first written above.

### DISCLOSING PARTY

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Signature

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Printed Name

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Title

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Date

### RECEIVING PARTY

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Signature

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Printed Name

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Title

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Date