

CONFIDENTIALITY AND PRIVACY AGREEMENT

FORENSIC ACCOUNTING SERVICES

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

Provider: _____, with a principal place of business at _____ (hereinafter referred to as the "Forensic Accountant"),

and

Recipient/Client: _____, with a primary address at _____ (hereinafter referred to as the "Client").

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

1. PURPOSE OF ENGAGEMENT

The Client has engaged the Forensic Accountant to perform forensic accounting investigation, financial analysis, asset tracing, and related services (the "Investigation"). In connection with the Investigation, the Parties anticipate that the Client will disclose highly sensitive, proprietary, and confidential financial and personal information to the Forensic Accountant.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall include all data, information, documents, and materials of any nature disclosed by the Client, or any of its representatives, to the Forensic Accountant, whether oral, written, electronic, or in any other form. Confidential Information includes, without limitation:

- a. Tax returns, financial statements, bank records, ledger entries, transaction histories, and audit work papers;
- b. Business plans, customer lists, vendor agreements, employee records, and payroll information;
- c. Personal identifying information (PII) including Social Security numbers, dates of birth, and personal account details;
- d. Legal strategies, litigation support materials, and any notes, analyses, or reports generated by the Forensic Accountant that incorporate or are derived from such information.

3. OBLIGATIONS OF CONFIDENTIALITY AND PRIVACY

The Forensic Accountant agrees to:

- a. Maintain all Confidential Information in the strictest confidence and take all reasonable administrative, technical, and physical safeguards to prevent unauthorized access, use, or disclosure;
- b. Use the Confidential Information solely for the performance of the Investigation and for no other purpose;
- c. Limit disclosure of the Confidential Information only to those employees, associates, or authorized subcontractors who have a specific need to know such information for the performance of the Investigation and who are bound by confidentiality obligations at least as restrictive as those contained herein;
- d. Promptly notify the Client in writing upon discovering any unauthorized use, disclosure, loss, or theft of Confidential Information.

4. PERMITTED AND COMPELLED DISCLOSURES

The Forensic Accountant shall not be in breach of this Agreement for disclosing Confidential Information that:

- a. Is or becomes publicly known through no breach of this Agreement by the Forensic Accountant;
- b. Was already in the possession of the Forensic Accountant prior to disclosure by the Client;
- c. Is legally compelled to be disclosed by a court of competent jurisdiction, regulatory authority, or subpoena, provided that the

Forensic Accountant gives the Client prompt written notice of such requirement (to the extent legally permissible) so that the Client may seek a protective order or other appropriate remedy.

5. OWNERSHIP AND RETURN OF MATERIALS

All Confidential Information remains the exclusive property of the Client. Upon written request by the Client or upon completion of the Investigation, the Forensic Accountant shall return to the Client or destroy all physical and electronic copies of Confidential Information, except that the Forensic Accountant may retain such copies as required by professional standards, regulatory compliance, or established document retention policies, subject to the ongoing confidentiality obligations of this Agreement.

6. TERM AND TERMINATION

The confidentiality obligations under this Agreement shall survive the completion of the Investigation and the termination of any professional engagement between the Parties for a period of _____ years, or indefinitely with respect to trade secrets and personal identifying information.

7. GOVERNING LAW AND JURISDICTION

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 under this Agreement shall be brought exclusively in the courts located in _____.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning the confidentiality and privacy of the Investigation and supersedes all prior discussions, agreements, or representations.

IN WITNESS WHEREOF, the Parties have executed this Confidentiality and Privacy Agreement as of the date first written above.

FORENSIC ACCOUNTANT:

CLIENT:

Signature

Signature

Printed Name

Printed Name

Title

Title (if applicable)

Date

Date