FINANCIAL INVESTIGATION PRIVACY AND DATA SECURITY AGREEMENT

FORENSIC ACCOUNTING SERVICES

This Financial Investigation Privacy and Data Security Agreement (the "Agreement") is entered into and made effective as of ________________________, by and between the following parties:

Client: ____
Address: ____
Represented by: ____

Investigator: ____
Address: ____
Represented by: ____

Collectively referred to herein as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Client has engaged Investigator to perform certain forensic accounting and financial investigation services (the "Investigation"); and

WHEREAS, the performance of the Investigation requires the disclosure, sharing, access, and analysis of highly sensitive, confidential, financial, personal, and proprietary information; and

WHEREAS, the Parties desire to establish rigorous standards for confidentiality, privacy, and data security to protect such information from unauthorized access, use, or disclosure.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

For the purposes of this Agreement, "Confidential Information" shall include, but is not limited to, any and all financial records, bank statements, tax returns, accounting ledgers, transaction records, business communications, employee data, proprietary business methods, trade secrets, software, investigation notes, working papers, draft reports, and any other personal or financial data disclosed by the Client, or gathered, generated, or derived by the Investigator during the course of the Investigation.

2. SCOPE OF AUTHORIZED USE

The Investigator agrees to collect, access, and use the Confidential Information solely for the purpose of conducting the Investigation as authorized by the Client. The Investigator shall not use, reference, disclose, or commercially exploit the Confidential Information for any other purpose without the prior express written consent of the Client.

3. DATA SECURITY AND TECHNICAL SAFEGUARDS

The Investigator shall implement and maintain industry-standard physical, technical, and administrative safeguards to ensure the security, integrity, and confidentiality of the Confidential Information, including but not limited to:

1. **Encryption:** Ensuring all digital Confidential Information is encrypted both in transit and at rest using commercially reasonable encryption protocols.
2. **Access Controls:** Restricting access to Confidential Information solely to authorized personnel of the Investigator who have a direct "need to know" to perform the Investigation, and who are bound by written confidentiality obligations no less

restrictive than those herein.

3. **Secure Storage:** Storing physical and electronic files in secure environments with restricted physical access and protected by appropriate firewalls, intrusion detection, and password protections.

4. SUBCONTRACTORS AND THIRD PARTIES

The Investigator shall not disclose, transfer, or assign any Confidential Information to any subcontractor, expert, or third party without the prior written consent of the Client. Any permitted third party must execute a joinder to this Agreement or a separate confidentiality agreement containing terms protective of the Confidential Information that are equivalent to those set forth herein.

5. DATA BREACH NOTIFICATION

In the event of any unauthorized access, acquisition, disclosure, alteration, or destruction of Confidential Information (a "Security Breach"), the Investigator shall immediately, and in no event later than __________ hours after discovery, notify the Client in writing. The Investigator shall, at its own expense, take immediate steps to mitigate the breach, cooperate fully with the Client's investigation, and comply with all applicable data breach notification laws.

6. REGULATORY AND LEGAL COMPLIANCE

Both Parties shall comply with all applicable local, state, federal, and international privacy laws, rules, and regulations governing the handling of personal financial data, non-public personal information (NPI), and personally identifiable information (PII) during the course of the Investigation.

7. RETENTION, RETURN, AND DESTRUCTION OF DATA

Within __________ days following the completion of the Investigation, the delivery of the final report, or upon the written request of the Client, the Investigator shall, at the option of the Client, either return all physical and electronic copies of the Confidential Information to the Client or securely destroy/delete the same. If destruction is requested, the Investigator shall provide a written certificate of destruction to the Client. The Investigator may retain only such working papers as are strictly required by professional standards and applicable law, which retained documents shall remain subject to the confidentiality obligations of this Agreement in perpetuity.

8. TERM AND SURVIVAL

The obligations of confidentiality, privacy, and data security set forth in this Agreement shall commence on the effective date written above and shall survive the termination of the Investigation or any underlying services agreement for a period of ____________ years, or indefinitely with respect to trade secrets and personally identifiable financial information.

9. GOVERNING LAW AND REMEDIES

This Agreement shall be governed by, and construed in accordance with, the laws of the State of ________________________, without regard to its conflict of law principles. The Parties acknowledge that any breach of this Agreement may cause irreparable harm for which monetary damages would be inadequate, and agree that the non-breaching Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Financial Investigation Privacy and Data Security Agreement as of the date first written above.

CLIENT:	**INVESTIGATOR:**
______________________________	______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________