

FORENSIC AUDIT NON-DISCLOSURE AND PRIVACY AGREEMENT

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

Disclosing Party: _____

Address: _____

And

Receiving Party (Forensic Auditor/Investigator): _____

Address: _____

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

1. PURPOSE OF DISCLOSURE

The Disclosing Party intends to retain the Receiving Party to perform a forensic accounting investigation, financial audit, and analysis of relevant records (the "Investigation"). In connection with the Investigation, the Disclosing Party will provide the Receiving Party access to proprietary, sensitive, and highly confidential financial, digital, and operational information.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall include, but is not limited to, all financial records, tax returns, bank statements, transaction ledgers, digital forensic images, communications, database records, proprietary business methodologies, client lists, employee records, and any other information disclosed by the Disclosing Party, whether orally, in writing, or in electronic format, during the course of the Investigation.

3. OBLIGATIONS OF CONFIDENTIALITY AND PRIVACY

The Receiving Party hereby agrees to:

- a. Hold all Confidential Information in the strictest confidence and take all reasonable precautions to prevent unauthorized access, disclosure, or dissemination.
- b. Use the Confidential Information solely for the purpose of conducting the Investigation and preparing the final forensic report, and for no other business, personal, or competitive purpose.
- c. Restrict access to the Confidential Information only to those employees, associates, or legal representatives of the Receiving Party who have a direct "need to know" to facilitate the Investigation and who are bound by confidentiality obligations at least as restrictive as those contained herein.
- d. Implement and maintain strict technical, physical, and administrative safeguards to protect the privacy of all personal data and financial records included in the Confidential Information, in compliance with applicable data protection laws.

4. PERMITTED DISCLOSURES

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

request, to the extent legally permissible, so that the Disclosing Party may seek a protective order or other appropriate remedy.

5. RETURN OR DESTRUCTION OF INFORMATION

Upon written request by the Disclosing Party, or immediately upon the conclusion of the Investigation and delivery of the final report, the Receiving Party shall return all physical copies of the Confidential Information and permanently delete or destroy all electronic copies, forensic images, and working papers containing Confidential Information, except as required to be retained by professional standards, applicable law, or liability insurance requirements.

6. TERM

The obligations under this Agreement shall survive the termination of the professional relationship between the Parties and shall remain in effect for a period of _____ years from the date of this Agreement, or indefinitely with respect to trade secrets and protected personal identification information (PII).

7. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State/Jurisdiction of _____, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the Parties have executed this Forensic Audit Non-Disclosure and Privacy Agreement as of the Effective Date.

DISCLOSING PARTY:

RECEIVING PARTY:

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE