

TAX ADVISORY SERVICES NON-DISCLOSURE AGREEMENT

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

Disclosing Party:

Name/Entity: _____

Address: _____

And

Receiving Party (Tax Advisor):

Name/Entity: _____

Address: _____

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

1. Purpose

The Disclosing Party wishes to engage the Receiving Party for tax advisory, planning, compliance, and/or preparation services. In connection with these services, the Disclosing Party may disclose proprietary, financial, personal, or business-related confidential information. This Agreement is executed to ensure the confidentiality and protection of such information.

2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged, or which is personal financial data of the Disclosing Party. Confidential Information includes, but is not limited to: federal, state, and local tax returns, financial statements, balance sheets, income statements, profit and loss statements, payroll records, bank statements, investment account records, business plans, bookkeeping entries, and any notes, analyses, or summaries prepared by the Receiving Party containing or based upon such information.

3. Obligations of Receiving Party

The Receiving Party shall:

- Hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Disclosing Party.
- Limit access to Confidential Information to those of its employees, agents, or professional associates who reasonably require such access for the sole purpose of rendering the tax advisory services, and who are bound by confidentiality obligations at least as protective as those in this Agreement.
- Not use Confidential Information for their own benefit, or for any purpose other than the tax advisory services requested by the Disclosing Party.
- Employ reasonable security measures, conforming to industry standards for tax professionals, to prevent unauthorized access, loss, or disclosure of the Confidential Information.

4. Exclusions from Confidentiality

Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party; or (d) disclosed by Receiving Party with Disclosing Party's

prior written approval.

5. Compelled Disclosure

If the Receiving Party is required by law, regulation, subpoena, or court order to disclose any Confidential Information, the Receiving Party shall, to the extent legally permitted, provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

6. Term and Return of Materials

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and the completion of the tax advisory services indefinitely, or until such time as the Disclosing Party releases the Receiving Party in writing. Upon written request of the Disclosing Party, the Receiving Party shall return or destroy all physical or electronic copies of the Confidential Information, except as required to be retained by professional standards, regulatory bodies, or applicable tax laws.

7. Governing Law

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

8. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the confidentiality of the transaction described herein and supersedes all prior or contemporaneous discussions, negotiations, or agreements.

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

Disclosing Party:

Receiving Party:

Signature

Signature

Printed Name

Printed Name

Title (if applicable)

Title (if applicable)

Date

Date