INCOME TAX RETURN CONFIDENTIALITY AGREEMENT

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

Disclosing Party: _____, residing at/having its principal place of business at _____ (hereinafter referred to as the "Disclosing Party"), and

Receiving Party: _____, residing at/having its principal place of business at _____ (hereinafter referred to as the "Receiving Party").

1. CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall include any and all federal, state, and local income tax returns, schedules, attachments, financial statements, W-2 forms, 1099 forms, asset details, liability details, and any other financial or personal identification information provided by the Disclosing Party to the Receiving Party.

2. PURPOSE

The Disclosing Party is providing the Confidential Information solely for the purpose of _____ (the "Permitted Purpose"). The Receiving Party agrees to use the Confidential Information exclusively for this Permitted Purpose and for no other reason.

3. OBLIGATIONS OF RECEIVING PARTY

1. The Receiving Party shall maintain the Confidential Information in the strictest confidence and shall take all reasonable precautions to prevent unauthorized access, disclosure, or distribution.
2. The Receiving Party shall not disclose, publish, or otherwise disseminate any Confidential Information to any third party without the prior written consent of the Disclosing Party.
3. The Receiving Party shall restrict access to the Confidential Information to those of its employees, advisors, or representatives who have a direct need to know such information for the Permitted Purpose and who are bound by confidentiality obligations no less restrictive than those contained herein.

4. TERM AND TERMINATION

The obligations of confidentiality under this Agreement shall survive the completion of the Permitted Purpose and shall remain in effect for a period of _____ years from the date of this Agreement, or until such time as the Disclosing Party releases the Receiving Party from this Agreement in writing.

5. RETURN OR DESTRUCTION OF MATERIALS

Upon the written request of the Disclosing Party, or immediately upon the completion or termination of the Permitted Purpose, the Receiving Party shall promptly return to the Disclosing Party or destroy all physical and digital copies of the Confidential Information in its possession, and certify such destruction in writing to the Disclosing Party.

6. GOVERNING LAW

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.

IN WITNESS WHEREOF, the parties hereto have executed this Income Tax Return Confidentiality Agreement as of the date first written above.

DISCLOSING PARTY:

_____

Signature

Name: _____

Title: _____

Date: _____

RECEIVING PARTY:

_____

Signature

Name: _____

Title: _____

Date: _____