

## TAX ADVISORY SERVICES NON-DISCLOSURE AGREEMENT

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

**Disclosing Party:** \_\_\_\_\_

Address: \_\_\_\_\_

And

**Receiving Party (Tax Advisor):** \_\_\_\_\_

Address: \_\_\_\_\_

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

### 1. PURPOSE

The Disclosing Party wishes to retain the Receiving Party to provide tax advisory, preparation, planning, and related financial consulting services (the "Services"). In connection with the Services, the Disclosing Party may disclose proprietary, private, and confidential financial and personal information. This Agreement is executed to ensure the protection and confidentiality of all such disclosed 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, personal privacy value, or other utility in the business or personal affairs in which Disclosing Party is engaged. Confidential Information includes, but is not limited to: financial statements, tax returns, W-2 and 1099 forms, bank statements, investment portfolios, payroll records, asset valuations, business plans, ledger entries, and any other financial or personal data disclosed either orally, in writing, or via electronic transmission by the Disclosing Party.

### 3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

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.

### 4. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party shall:

- a. Hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Disclosing Party.
- b. Limit access to Confidential Information only to its employees, partners, or agents who directly require access to perform the Services, provided such individuals are bound by confidentiality obligations no less restrictive than those contained herein.
- c. Not use Confidential Information for its own benefit, or for any purpose other than the performance of the Services.
- d. Implement and maintain appropriate administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the Confidential Information.

### 5. LEGAL DISCLOSURES

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 TERMINATION

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and the completion of the Services, and shall remain in effect for a period of \_\_\_\_\_ years from the date of disclosure, or for as long as the Confidential Information remains a trade secret or is otherwise protected under applicable federal, state, or local laws, whichever is longer.

## 7. RETURN OR DESTRUCTION OF MATERIALS

Upon the written request of the Disclosing Party, or upon completion or termination of the Services, the Receiving Party shall immediately return to the Disclosing Party or, at the Disclosing Party's option, destroy all physical and electronic copies of the Confidential Information, except to the extent that retention is required by applicable professional standards, tax regulations, or law.

## 8. REMEDIES

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate. Consequently, the Disclosing Party shall be entitled to seek injunctive relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity.

## 9. GOVERNING LAW

This Agreement shall be construed, interpreted, and governed by the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles.

## 10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or understandings. This Agreement may not be amended except in writing signed by both Parties.

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

### DISCLOSING PARTY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE (IF APPLICABLE)

\_\_\_\_\_  
DATE

### RECEIVING PARTY (TAX ADVISOR):

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE (IF APPLICABLE)

\_\_\_\_\_  
DATE