

NON-DISCLOSURE AGREEMENT FOR TAX CONSULTATION SERVICES

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

Tax Advisor: _____
Address: _____

and

Client: _____
Address: _____

The Tax Advisor and the Client may collectively be referred to as the "Parties," or individually as a "Party."

1. PURPOSE OF DISCLOSURE

The Client wishes to retain the Tax Advisor to provide tax advisory, preparation, planning, and consultation services (the "Services"). In connection with the Services, the Client may disclose to the Tax Advisor certain proprietary, financial, and personal information that is confidential and proprietary in nature.

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 Client is engaged. Confidential Information includes, but is not limited to: financial records, tax returns, bank statements, bookkeeping records, source documents, income statements, balance sheets, corporate structures, business plans, asset valuations, investment strategies, and any other personal or business financial data provided by the Client to the Tax Advisor, whether communicated orally, in writing, or via electronic media.

3. OBLIGATIONS OF THE TAX ADVISOR

The Tax Advisor agrees to:

- a. Hold all Confidential Information in the strictest confidence and take all reasonable precautions to prevent unauthorized disclosure, publication, or dissemination.
- b. Use the Confidential Information solely for the purpose of performing the Services requested by the Client.
- c. Limit access to the Confidential Information to those employees, partners, or professional associates who have a direct need to know such information for the sole purpose of rendering the Services, provided that such individuals are bound by professional duties or written agreements of confidentiality no less restrictive than this Agreement.
- d. Comply with all applicable professional standards, ethical rules, and federal and state privacy laws regarding the protection of taxpayer information.

4. EXCLUSIONS FROM CONFIDENTIALITY

The Tax Advisor's obligations under this Agreement shall not extend to information that is:

- a. Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Tax Advisor;
- b. Discovered or created by the Tax Advisor before disclosure by the Client;
- c. Learned by the Tax Advisor through legitimate means other than from the Client; or
- d. Disclosed by the Tax Advisor with the Client's prior written consent.

5. COMPELLED DISCLOSURE

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

6. TERM AND TERMINATION

The provisions of this Agreement shall survive the completion of the Services and the termination of any professional relationship between the Parties, and shall remain in full force and effect for a period of _____ years from the date of disclosure, or until such time as the Confidential Information ceases to qualify as confidential under applicable law.

7. RETURN OR DESTRUCTION OF INFORMATION

Upon the written request of the Client, or upon completion of the Services, the Tax Advisor shall return all physical documents, records, and materials containing Confidential Information, and securely destroy all electronic copies, subject to any professional record retention requirements imposed on the Tax Advisor by regulatory authorities, professional bodies, or applicable law.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed, interpreted, and governed by the laws of the State of _____, without regard to its conflict of law principles. Any legal action arising out of or relating to this Agreement shall be brought exclusively in the courts of _____.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements, or representations. No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.

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

CLIENT:

TAX ADVISOR:

Signature

Signature

Print Name

Print Name

Title (if applicable)

Title (if applicable)

Date

Date