

# AUDIT REPRESENTATIVE NON-DISCLOSURE AND SERVICE AGREEMENT

This Audit Representative Non-Disclosure and Service Agreement (the "Agreement") is entered into and made effective as of \_\_\_\_\_, by and between:

**Representative:** \_\_\_\_\_

**Client:** \_\_\_\_\_

Hereinafter, the Representative and the Client may collectively be referred to as the "Parties" and individually as a "Party."

## 1. PURPOSE OF REPRESENTATION

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The Client hereby retains the Representative to provide professional representation, consultation, and defense services in connection with a tax audit conducted by \_\_\_\_\_ for the tax period(s) \_\_\_\_\_ (the "Audit").

## 2. SCOPE OF SERVICES

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The Representative agrees to perform the following services on behalf of the Client:

1. Reviewing tax returns, financial statements, and supporting documentation relevant to the Audit.
2. Communicating directly with the tax authorities on behalf of the Client.
3. Preparing and submitting necessary responses, documentation, and appeals to the taxing authority.
4. Advising the Client on strategy, potential liabilities, and settlement options.

## 3. CONFIDENTIALITY AND NON-DISCLOSURE

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In connection with the Audit, the Client will disclose highly sensitive, proprietary, and personal financial information to the Representative. The Representative agrees to the following confidentiality obligations:

1. **Confidential Information:** For purposes of this Agreement, "Confidential Information" shall include, but is not limited to, tax returns, bank statements, financial records, bookkeeping files, business operations data, personal identification details, and any communications regarding the Audit.
2. **Duty of Confidentiality:** The Representative shall hold all Confidential Information in strict confidence and shall not disclose, disseminate, or publish such information to any third party without the express prior written consent of the Client, except as required by law or to the taxing authorities in the direct execution of the representation.
3. **Data Security:** The Representative shall implement and maintain reasonable administrative, physical, and technical safeguards to secure the Client's Confidential Information from unauthorized access, loss, or disclosure.
4. **Return of Materials:** Upon written request by the Client or upon termination of this Agreement, the Representative shall return or destroy all original documents and electronic files containing Confidential Information, except as required by professional record retention regulations.

## 4. FEES AND COMPENSATION

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The Client agrees to compensate the Representative for services rendered under this Agreement as follows:

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**5. TERM AND TERMINATION**

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This Agreement shall commence on the effective date written above and shall continue until the conclusion of the Audit representation, unless terminated earlier by either Party. Either Party may terminate this Agreement at any time by providing written notice to the other Party. Upon termination, the Client shall pay the Representative for all services performed up to the date of termination.

**6. GOVERNING LAW**

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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 Audit Representative Non-Disclosure and Service Agreement as of the date first written above.

**CLIENT**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**REPRESENTATIVE**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_