

TAX RETURN PREPARER NON-DISCLOSURE AGREEMENT

Agreement for Taxpayer Information Protection

This Non-Disclosure Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

Disclosing Party: _____ ("Company")

Address: _____

And

Receiving Party: _____ ("Preparer")

Address: _____

Collectively referred to herein as the "Parties."

1. Purpose

The Company engages the Preparer to assist in the preparation of tax returns and related financial documentation. In connection with this engagement, the Preparer will have access to confidential, proprietary, and personally identifiable taxpayer information. This Agreement is established to ensure the absolute protection and confidentiality of such information in compliance with Internal Revenue Code (IRC) Section 7216, Section 6713, and other applicable federal and state privacy laws.

2. Definition of Confidential Information

"Confidential Information" refers to any and all information disclosed by the Company or its clients to the Preparer, or otherwise acquired by the Preparer in the course of performing services, including but not limited to:

- a. Taxpayer identity, Social Security Numbers (SSNs), Employer Identification Numbers (EINs), names, addresses, phone numbers, and email addresses.
- b. Financial records, bank statements, income statements, balance sheets, payroll data, and investment information.
- c. Tax returns, tax schedules, workpapers, and drafts prepared on behalf of clients.
- d. Any proprietary software, processes, client lists, or business methodologies belonging to the Company.

3. Obligations and Restrictions

The Preparer agrees to the following strict obligations regarding the Confidential Information:

- a. **Use of Information:** The Preparer shall use Confidential Information solely for the purpose of preparing or assisting in the preparation of the specified tax returns, and for no other purpose.
- b. **Non-Disclosure:** The Preparer shall not disclose, publish, release, or transfer any Confidential Information to any third party without the express, written consent of the Company and, where required by law, the affected taxpayer.
- c. **IRC Section 7216 Compliance:** The Preparer acknowledges that under IRC Section 7216, it is a misdemeanor to knowingly or recklessly disclose or use any information furnished in connection with the preparation of a tax return for any purpose other than preparing, or assisting in preparing, the return. Violation may result in criminal penalties, including fines and imprisonment.
- d. **Security Safeguards:** The Preparer shall implement and maintain rigorous administrative, physical, and technical safeguards to prevent unauthorized access, loss, theft, or disclosure of Confidential Information.

4. Term and Termination

The obligations of confidentiality and non-use under this Agreement shall survive the termination of the Preparer's engagement with the Company and shall remain in effect indefinitely, or until such time as the Confidential Information legally enters the public domain through no fault of the Preparer.

5. Return or Destruction of Materials

Upon request by the Company, or immediately upon the termination of the engagement, the Preparer shall promptly return to the Company or securely destroy all physical and electronic copies of Confidential Information, including any notes, drafts, or compilations containing such information, and certify such destruction in writing if requested.

6. Remedies

The Preparer acknowledges that any breach of this Agreement may cause irreparable harm to the Company and its clients for which monetary damages alone would be inadequate. In addition to any other remedies available at law, the Company shall be entitled to seek injunctive relief to prevent or stop any breach or threatened breach of this Agreement.

7. Governing Law

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

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

DISCLOSING PARTY (COMPANY)

RECEIVING PARTY (PREPARER)

Signature

Signature

Printed Name

Printed Name

Title

Title (if applicable)

Date

Date