

CONFIDENTIALITY AGREEMENT FOR TAXPAYER INFORMATION PROTECTION

This Confidentiality Agreement for Taxpayer Information Protection (the "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between:

Disclosing Party: _____, with its principal place of business at

(hereinafter referred to as the "Disclosing Entity"),

And

Receiving Party: _____, residing at/with principal place of business at

(hereinafter referred to as the "Recipient").

The Disclosing Entity and the Recipient may collectively be referred to as the "Parties" or individually as a "Party."

1. PURPOSE

The Disclosing Entity possesses proprietary, non-public, and highly sensitive taxpayer information, including but not limited to financial records, tax returns, social security numbers, identifying information, and transaction histories. The Recipient requires access to this information solely for the purpose of performing _____ (the "Permitted Purpose").

2. DEFINITION OF TAXPAYER INFORMATION

For purposes of this Agreement, "Taxpayer Information" shall mean any and all information, in whatever form (written, oral, electronic, or visual), relating to taxpayers that is disclosed by the Disclosing Entity to the Recipient, or otherwise obtained by the Recipient during the course of their engagement. This includes, without limitation:

- a. Tax returns, schedules, attachments, and supporting documentation;
- b. Names, addresses, Social Security Numbers (SSNs), Employer Identification Numbers (EINs), and other personally identifiable information (PII);
- c. Financial statements, bank records, income statements, and balance sheets;
- d. Any communications, notes, or analyses derived from the aforementioned data.

3. OBLIGATIONS OF CONFIDENTIALITY

The Recipient hereby agrees to:

- a. Hold all Taxpayer Information in the strictest confidence and take all reasonable precautions to prevent unauthorized disclosure, publication, or dissemination;

- b. Use the Taxpayer Information solely for the designated Permitted Purpose and for no other purpose, commercial or otherwise;
- c. Restrict access to Taxpayer Information only to those employees, contractors, or agents who have a specific "need to know" in connection with the Permitted Purpose, and who are bound by confidentiality obligations at least as restrictive as those contained herein;
- d. Comply with all applicable federal, state, and local laws, regulations, and statutes regarding taxpayer data protection, including but not limited to Internal Revenue Code Section 7216 and Section 6103, where applicable.

4. SECURITY SAFEGUARDS

The Recipient agrees to implement, maintain, and enforce appropriate administrative, technical, and physical safeguards to protect Taxpayer Information from unauthorized access, destruction, use, modification, or disclosure. In the event of any suspected or actual unauthorized access, data breach, or loss of Taxpayer Information, the Recipient shall immediately notify the Disclosing Entity in writing within _____ hours of discovery and cooperate fully in mitigation efforts.

5. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall remain in effect for a period of _____, or until terminated by either Party with _____ days written notice. Notwithstanding the termination of this Agreement, the obligations of confidentiality and non-disclosure regarding Taxpayer Information shall survive indefinitely.

6. RETURN OR DESTRUCTION OF INFORMATION

Upon the written request of the Disclosing Entity, or upon the expiration/termination of this Agreement, the Recipient shall immediately return to the Disclosing Entity or, at the Disclosing Entity's option, permanently and securely destroy all physical and electronic copies of the Taxpayer Information. The Recipient shall provide written certification of such destruction within _____ days of the request.

7. REMEDIES

The Recipient acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Entity and the affected taxpayers, for which monetary damages alone would be inadequate. Consequently, the Disclosing Entity shall be entitled to seek injunctive relief, specific performance, and any other equitable remedies in addition to any monetary damages allowed by law.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without giving effect to any choice of law or conflict of law provisions.

IN WITNESS WHEREOF, the Parties hereto have executed this Confidentiality Agreement for Taxpayer Information Protection as of the Effective Date.

Disclosing Entity:

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

Recipient:

SIGNATURE

PRINTED NAME

TITLE (IF APPLICABLE)

DATE