

TAXPAYER DATA SECURITY AND NON-DISCLOSURE AGREEMENT

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

Receiving Party: _____, with a principal place of business or residence at _____, and

Disclosing Party: _____, with a principal place of business at _____.

1. PURPOSE

The Disclosing Party possesses certain highly confidential, proprietary, and legally protected taxpayer information. The Receiving Party requires access to this information solely for the purpose of _____. This Agreement governs the security, handling, and non-disclosure obligations of the Receiving Party regarding such information.

2. DEFINITION OF TAXPAYER INFORMATION

For purposes of this Agreement, "Taxpayer Information" shall include, but is not limited to, any data, records, documents, or information protected under federal, state, or local tax privacy laws (including but not limited to Internal Revenue Code Section 6103 and Section 7216), taxpayer identification numbers (SSNs, EINs, ITINs), tax returns, financial statements, income records, filing status, bank account information, and any other personally identifiable information (PII) of taxpayers provided by the Disclosing Party to the Receiving Party.

3. OBLIGATIONS OF CONFIDENTIALITY AND SECURITY

The Receiving Party hereby agrees to:

- a. Hold all Taxpayer Information in the strictest confidence and protect it with at least the same degree of care, but no less than a reasonable standard of care, that it uses to protect its own highly confidential information.
- b. Restrict access to Taxpayer Information solely to those employees, contractors, or agents who have a specific "need to know" to perform the purpose specified in Section 1, and who are bound by written confidentiality agreements no less restrictive than this Agreement.
- c. Implement, maintain, and enforce appropriate administrative, technical, and physical safeguards to prevent unauthorized access, destruction, use, modification, or disclosure of Taxpayer Information.
- d. Comply with all applicable federal, state, and local laws, regulations, and guidelines concerning data protection and cybersecurity, including but not limited to IRS Publication 4557 (Safeguarding Taxpayer Data).

4. PERMITTED AND PROHIBITED USES

- a. The Receiving Party shall use the Taxpayer Information solely for the authorized purpose described in Section 1.
- b. The Receiving Party shall not copy, reproduce, or store Taxpayer Information except as strictly necessary to fulfill the authorized purpose.
- c. The Receiving Party shall not sell, lease, license, trade, disclose, or transfer any Taxpayer Information to any third party without the prior written consent of the Disclosing Party.

5. BREACH NOTIFICATION

In the event of any actual or suspected unauthorized access, acquisition, use, or disclosure of Taxpayer Information (a "Security Breach"), the Receiving Party shall notify the Disclosing Party immediately, and in no event later than _____ hours after becoming aware of the breach. The Receiving Party shall, at its own expense, fully cooperate with the Disclosing Party to investigate, mitigate, and remediate the effects of the Security Breach.

6. TERM AND RETURN OF INFORMATION

This Agreement shall remain in effect until terminated by either party. Upon termination of this Agreement, or upon the written request of the Disclosing Party, the Receiving Party shall immediately cease using and shall securely return or, at the Disclosing Party's option, destroy all physical and electronic copies of Taxpayer Information in its possession, custody, or control. The Receiving Party shall provide written certification of such destruction within _____ days of the request.

7. GOVERNING LAW AND JURISDICTION

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. Any legal action arising under this Agreement shall be brought exclusively in the courts located in _____.

IN WITNESS WHEREOF, the parties hereto have executed this Taxpayer Data Security and Non-Disclosure Agreement as of the date first written above.

DISCLOSING PARTY:

RECEIVING PARTY:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date