

**CONFIDENTIALITY AGREEMENT  
FOR TAX AUDIT SUPPORT SERVICES**

This Confidentiality Agreement (the "Agreement") is entered into and made effective as of \_\_\_\_\_ (the "Effective Date"), by and between:

**Taxpayer:** \_\_\_\_\_, with a principal address of \_\_\_\_\_ (hereinafter referred to as the "Disclosing Party"), and

**Representative:** \_\_\_\_\_, with a principal address of \_\_\_\_\_ (hereinafter referred to as the "Receiving Party").

**1. PURPOSE**

The Disclosing Party has engaged the Receiving Party to provide professional tax audit representation and support services (the "Services") in connection with an audit conducted by \_\_\_\_\_. In connection with the Services, the Disclosing Party may disclose proprietary, sensitive, and confidential financial and tax-related information to the Receiving Party.

**2. DEFINITION OF CONFIDENTIAL INFORMATION**

For purposes of this Agreement, "Confidential Information" shall include all data, materials, tax returns, financial statements, accounting records, general ledgers, corporate records, bank statements, transaction documentation, correspondence with taxing authorities, and any other financial or personal information disclosed by the Disclosing Party, whether disclosed orally, in writing, or in electronic format.

**3. OBLIGATIONS OF THE RECEIVING PARTY**

The Receiving Party agrees to:

- Hold all Confidential Information in the strictest confidence and take all reasonable precautions to prevent unauthorized disclosure.
- Use the Confidential Information solely for the purpose of preparing, representing, and defending the Disclosing Party in the tax audit described herein.
- Limit access to Confidential Information only to those employees, partners, or authorized agents who have a direct need to know such information for the performance of the Services and who are bound by confidentiality obligations no less restrictive than those in this Agreement.
- Not disclose any Confidential Information to any third party, including taxing authorities, unless explicitly authorized in writing by the Disclosing Party or required by a valid legal subpoena or court order.

**4. PERMITTED DISCLOSURES**

If the Receiving Party is legally compelled by subpoena, court order, or administrative order to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such requirement prior to disclosure, so that the Disclosing Party may seek a protective order or other appropriate remedy.

**5. TERM AND RETURN OF INFORMATION**

The obligations under this Agreement shall survive the termination of the professional relationship between the parties for a period of \_\_\_\_\_ years. Upon the conclusion of the tax audit or upon the written request of the Disclosing Party, the Receiving Party shall return or destroy all physical and electronic copies of the Confidential Information, except to the extent that retention is required to comply with professional standards, standard archival practices, or applicable law.

**6. GOVERNING LAW**

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 Confidentiality Agreement as of the Effective Date written above.

**DISCLOSING PARTY:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Date

**RECEIVING PARTY:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Date