TAX RETURN NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Tax Return Non-Disclosure and Confidentiality Agreement (the "Agreement") is entered into as of this _____ day of _____, 20____, by and between:

Disclosing Party: _____

Receiving Party: _____

Collectively referred to herein as the "Parties."

1. Confidential Information. "Confidential Information" refers to any and all tax returns, schedules, financial statements, W-2 forms, 1099 forms, source documents, and any other financial or personal identification information provided by the Disclosing Party to the Receiving Party, whether in oral, written, electronic, or other tangible or intangible form.

2. Purpose. The Disclosing Party is sharing the Confidential Information solely for the purpose of _____.

3. Obligations of Receiving Party. The Receiving Party agrees to:

a. Hold the Confidential Information in the strictest confidence and take all reasonable precautions to prevent unauthorized access, use, or disclosure;

b. Use the Confidential Information solely for the Purpose stated in Section 2 of this Agreement;

c. Limit access to the Confidential Information to only those employees, advisors, or representatives who have a need to know such information for the specified Purpose and who are bound by confidentiality obligations no less restrictive than those contained herein.

4. Exclusions. Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement by the Receiving Party; (b) was already in the lawful possession of the Receiving Party prior to disclosure; or (c) is independently developed by the Receiving Party without reference to or reliance upon the Confidential Information.

5. Compelled Disclosure. If the Receiving Party is legally compelled by law, court order, or government regulation to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy.

6. Term and Return of Materials. This Agreement shall remain in effect for a period of _____ years from the date first written above. Upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all copies of the Confidential Information and certify such destruction in writing.

7. 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 have executed this Agreement as of the date first written above.

DISCLOSING PARTY:	**RECEIVING PARTY:**
Signature	Signature
Printed Name	Printed Name
Title (if applicable)	Title (if applicable)
Date	Date