

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

(Tax Advisory Services)

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

Tax Advisor: _____, with a principal place of business at _____ (hereinafter referred to as the "Advisor"),

and

Client: _____, with a principal place of business or residence at _____ (hereinafter referred to as the "Client").

The Advisor and the Client may collectively be referred to as the "Parties," or individually as a "Party."

1. PURPOSE

The Client wishes to retain the Advisor to render tax advisory, planning, compliance, and preparation services (the "Services"). In connection with the Services, the Client may disclose to the Advisor certain proprietary, financial, personal, and confidential information. This Agreement is executed to ensure the protection and confidential treatment of all such information.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business or personal affairs in which the Client is engaged. Confidential Information includes, but is not limited to:

- a. Federal, state, local, and foreign tax returns, schedules, and supporting workpapers;
- b. Financial statements, balance sheets, income statements, general ledgers, bank statements, and bookkeeping records;
- c. Business plans, corporate records, shareholder agreements, and organizational structures;
- d. Personal identifying information, payroll data, compensation details, and social security numbers;
- e. Any tax planning strategies, legal opinions, advice, or structures discussed or developed during the engagement; and
- f. Any other information marked or designated as confidential, or which by its nature should reasonably be understood to be confidential.

3. OBLIGATIONS OF THE ADVISOR

The Advisor agrees to hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Client. The Advisor shall:

- a. Use the Confidential Information solely for the purpose of providing the Services;
- b. Restrict access to Confidential Information to those employees, contractors, or agents of the Advisor who have a legitimate need to know such information to perform the Services, provided that such individuals are bound by confidentiality obligations no less restrictive than those contained herein;

- c. Not disclose, publish, or disseminate any Confidential Information to any third party without the prior written consent of the Client; and
- d. Employ at least the same degree of care to protect the Confidential Information as the Advisor uses to protect their own confidential information of a similar nature, but in no event less than a reasonable standard of care.

4. PERMITTED AND COMPELLED DISCLOSURES

Notwithstanding the foregoing, the Advisor may disclose Confidential Information to the extent required by:

- a. Applicable federal, state, or local laws, regulations, or professional standards governing tax practitioners;
- b. A valid subpoena, court order, or administrative request from a regulatory or taxing authority (e.g., the Internal Revenue Service), provided that, to the extent legally permitted, the Advisor gives the Client prompt written notice of such requirement so that the Client may seek a protective order or other appropriate remedy.

5. TERM AND RETURN OF INFORMATION

The obligations of confidentiality under this Agreement shall survive for a period of _____ years from the termination of the professional relationship between the Parties. Upon written request by the Client, or upon termination of the Services, the Advisor shall return or destroy all physical or digital copies of Confidential Information, except to the extent that the Advisor is required to retain copies under applicable professional standards, legal record retention requirements, or routine archival backups.

6. REMEDIES

The Parties acknowledge that any breach of this Agreement may cause irreparable harm to the Client for which monetary damages alone would be inadequate. Consequently, the Client shall be entitled to seek injunctive relief, specific performance, or other equitable remedies to prevent or restrain any breach, in addition to any other remedies available at law.

7. GOVERNING LAW AND JURISDICTION

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

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning the confidentiality of the transaction and supersedes all prior discussions, agreements, or representations. This Agreement may not be amended except in a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Confidentiality and Non-Disclosure Agreement as of the Effective Date written above.

TAX ADVISOR:

CLIENT:

(Signature)

(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____