

TAX ADVISORY SERVICES CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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 "Disclosing Party" or the "Advisor"), and

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

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

1. PURPOSE

The Parties wish to enter into discussions and evaluations concerning potential or ongoing tax advisory, planning, compliance, and preparation services (the "Authorized Purpose"). In connection with these services, it is anticipated that the Parties may disclose to each other certain confidential, proprietary, and financial 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 in which the disclosing party is engaged. Confidential Information includes, but is not limited to: financial statements, tax returns, tax schedules, accounting records, investment records, business plans, payroll information, legal documents, client lists, transaction structures, tax planning strategies, and any other proprietary financial or business analysis provided verbally, in writing, or via electronic transmission.

3. OBLIGATIONS OF CONFIDENTIALITY

The Receiving Party agree to:

- a. Hold the Confidential Information in the strictest confidence and take all reasonable precautions to prevent any unauthorized disclosure or use thereof.
- b. Use the Confidential Information solely for the Authorized Purpose specified in Section 1 of this Agreement.
- c. Restrict access to Confidential Information only to those employees, contractors, or professional representatives who need to know such information for the Authorized Purpose and who are bound by confidentiality obligations no less restrictive than those contained herein.

4. PERMITTED AND COMPELLED DISCLOSURES

The Receiving Party shall not be in violation of this Agreement for disclosing Confidential Information that:

- a. Is or becomes publicly known through no breach of this Agreement by the Receiving Party.
- b. Was already in the rightful possession of the Receiving Party prior to disclosure.
- c. Is received from a third party without restriction and without breach of any confidentiality obligation.
- d. Is required to be disclosed by law, regulation, judicial order, or professional standards (including IRS or other state and local tax authority regulations), provided the Receiving Party gives the Disclosing Party prompt written notice of such requirement (where legally permissible) so that the Disclosing Party may seek a protective order.

5. TERM AND TERMINATION

The obligations of confidentiality under this Agreement shall survive for a period of _____ years from the Effective Date, or for as long as the Confidential Information remains a trade secret under applicable law, whichever is longer.

6. RETURN OF MATERIALS

Upon the written request of the Disclosing Party, or upon the termination of the professional relationship between the Parties, the Receiving Party shall promptly return or destroy all physical or electronic documents, files, and materials containing Confidential Information, and certify such destruction in writing if requested.

7. REMEDIES

The Parties acknowledge that any breach of this Agreement may cause irreparable harm for which monetary damages alone would be inadequate. In the event of a breach or threatened breach, the non-breaching Party shall be entitled to seek injunctive relief and specific performance, in addition to any other remedies available at law or in equity.

8. 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 laws principles.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements, or representations. This Agreement may only be amended or modified in writing signed by authorized representatives of both Parties.

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

ADVISOR (Disclosing Party):

Signature

Printed Name

Title

Date

CLIENT (Receiving Party):

Signature

Printed Name

Title

Date