

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(Tax Advisory Services)

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

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

Client: _____, with a principal place of business or residence at _____ (hereinafter referred to as the "Receiving Party" or "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 professional discussions and engagement regarding tax advisory, planning, compliance, and filing services (the "Authorized Purpose"). In connection with this relationship, it is anticipated that the Parties will disclose to one another certain proprietary, financial, and highly confidential information. This Agreement is executed to ensure the protection and preservation of the confidentiality of all such shared information.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For the 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 Disclosing Party is engaged. Confidential Information includes, but is not limited to: financial records, tax returns, transaction histories, banking information, business plans, payroll data, corporate structures, investment details, and any analytical materials, notes, or software tools used by the Advisor in the course of performing tax advisory services.

3. OBLIGATIONS OF CONFIDENTIALITY

The Receiving Party shall:

- a. Hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Disclosing Party.
- b. Restrict access to Confidential Information to employees, contractors, and professional representatives who need such access for the Authorized Purpose and who are bound by confidentiality obligations at least as restrictive as those contained herein.
- c. Not use Confidential Information for any purpose other than the Authorized Purpose without prior written consent of the Disclosing Party.
- d. Implement and maintain reasonable physical, electronic, and procedural safeguards to protect the security of the Confidential Information against unauthorized access, disclosure, or destruction.

4. PERMITTED AND COMPELLED DISCLOSURES

The obligations of confidentiality shall not apply to information that: is or becomes publicly known through no breach

of this Agreement; is rightfully received from a third party without restriction; is independently developed without use of the Confidential Information; or is required to be disclosed by law, regulation, or court order, provided the Receiving Party gives the Disclosing Party prompt written notice of such requirement to allow the Disclosing Party to seek a protective order.

5. TERM AND TERMINATION

This Agreement shall govern all communications and disclosures between the Parties from the date first written above. The obligations of confidentiality shall survive for a period of _____ years following the termination of the professional relationship between the Parties, or until such time as the Confidential Information no longer qualifies as confidential under applicable law.

6. RETURN OR DESTRUCTION OF MATERIALS

Upon the written request of the Disclosing Party, or upon the termination of the tax advisory services engagement, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all physical and digital copies of the Confidential Information, except to the extent that the Receiving Party is required to retain copies by professional standards, regulatory retention policies, or applicable law.

7. GOVERNING LAW

This Agreement shall be construed, interpreted, and governed by the laws of the State of _____, without regard to its conflict of law principles. Any legal action arising out of or relating to this Agreement shall be brought exclusively in the courts located in _____.

8. MISCELLANEOUS

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof. No amendment or modification shall be valid unless executed in writing by both Parties. The failure of either Party to enforce any right under this Agreement shall not be deemed a waiver of any subsequent breach or right.

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

TAX ADVISOR:

Signature

Printed Name

Title

Date

CLIENT:

Signature

Printed Name

Title (if applicable)

Date