

# TAX AUTHORITY REPRESENTATION CONFIDENTIALITY AGREEMENT

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

**Taxpayer:** \_\_\_\_\_, with a principal address at \_\_\_\_\_ (hereinafter referred to as the "Taxpayer"),

and

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

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

## **1. PURPOSE OF REPRESENTATION**

The Taxpayer has engaged the Representative to provide professional representation, counsel, and advisory services in connection with an ongoing or pending tax audit, examination, inquiry, or proceeding conducted by the following tax authority: \_\_\_\_\_ for the tax periods: \_\_\_\_\_ (the "Tax Matter").

## **2. DEFINITION OF CONFIDENTIAL INFORMATION**

For purposes of this Agreement, "Confidential Information" shall include all data, information, tax returns, financial records, bank statements, transaction details, corporate documents, legal strategies, correspondence with tax authorities, and any other proprietary information disclosed by the Taxpayer to the Representative, or obtained by the Representative during the course of representing the Taxpayer in connection with the Tax Matter, whether disclosed orally, visually, in writing, or in electronic format.

## **3. OBLIGATIONS OF CONFIDENTIALITY**

The Representative agrees to:

- a. Hold all Confidential Information in the strictest confidence and take all reasonable precautions to prevent its unauthorized disclosure to third parties.
- b. Use the Confidential Information solely for the purpose of representing the Taxpayer in the designated Tax Matter.
- c. Restrict access to the Confidential Information to those employees, partners, or agents within the Representative's firm who have a direct need to know such information for the purpose of the representation and who are bound by confidentiality obligations no less restrictive than those contained herein.

## **4. PERMITTED DISCLOSURES**

The Representative may disclose Confidential Information only if and to the extent:

- a. Authorized in writing by the Taxpayer.
- b. Necessary to submit documents or communicate arguments to the designated tax authority as part of the normal scope of representation in the Tax Matter.
- c. Required by applicable law, regulation, or court order; provided, however, that the Representative shall, to the extent legally permissible, provide the Taxpayer with prompt written notice of such requirement so that the Taxpayer may seek a protective order or other appropriate remedy.

## **5. TERM AND RETURN OF DOCUMENTS**

This Agreement shall remain in effect from the date first written above. Upon written request by the Taxpayer or upon the formal conclusion of the Tax Matter, the Representative shall promptly return to the Taxpayer or destroy all physical and electronic copies of the Confidential Information, except to the extent that retention is required by applicable law, professional standards, or established document retention policies.

**6. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_, without regard to its conflict of law principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Tax Authority Representation Confidentiality Agreement as of the date first written above.

**TAXPAYER:**

**REPRESENTATIVE:**

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

\_\_\_\_\_

\_\_\_\_\_

Title

Title

\_\_\_\_\_

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Date

Date