

MUTUAL TAX DATA PROTECTION AGREEMENT

This Mutual Tax Data Protection Agreement (the "Agreement") is entered into as of _____, 20____
(the "Effective Date"), by and between the following parties in connection with their joint venture:

Party A: _____
Address: _____
Tax Identification Number: _____

Party B: _____
Address: _____
Tax Identification Number: _____

Party A and Party B may collectively be referred to as the "Parties" or individually as a "Party."

Recitals

WHEREAS, the Parties have entered into a Joint Venture Agreement dated _____ to collaborate on certain business activities;

WHEREAS, in connection with the operations of the Joint Venture, the Parties will share, exchange, and process certain confidential tax data, financial statements, and related personal and corporate identifiers;

WHEREAS, the Parties desire to establish mutual obligations to ensure the confidentiality, integrity, security, and compliant processing of all Shared Tax Data in accordance with applicable laws and regulations;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Definitions

- "Shared Tax Data"** means any tax returns, tax filings, financial records, transaction histories, audit details, corporate tax structures, tax identification numbers, and any associated personal data of employees, partners, or customers disclosed by one Party to the other in connection with the Joint Venture.
- "Data Protection Laws"** means all applicable regional, national, and international laws, regulations, and directives governing data protection, privacy, and security, including but not limited to any laws regulating the handling of sensitive financial and tax information.
- "Security Incident"** means any unauthorized access, acquisition, alteration, disclosure, loss, or destruction of Shared Tax Data.

2. Purpose and Scope

This Agreement governs the collection, transmission, access, storage, and processing of Shared Tax Data between the Parties for the sole purpose of fulfilling tax compliance, accounting, financial reporting, and regulatory requirements associated with the Joint Venture.

3. Confidentiality and Access Control

- Each Party shall treat all Shared Tax Data as strictly confidential and shall not disclose it to any third party without the prior written consent of the providing Party, except as required by law or judicial order.

2. Access to Shared Tax Data shall be restricted to those employees, agents, advisors, and professional subcontractors who have a specific "need to know" to perform obligations under the Joint Venture and who are bound by confidentiality agreements no less restrictive than those herein.

4. Security Safeguards

1. Each Party shall implement and maintain appropriate technical, administrative, and physical security measures designed to protect Shared Tax Data against unauthorized access, loss, destruction, or alteration.
2. Shared Tax Data must be encrypted during transmission and while at rest using industry-standard encryption protocols.

5. Security Incident Notification

In the event of a suspected or confirmed Security Incident involving Shared Tax Data, the affected Party shall notify the other Party in writing within _____ hours of discovery. The notifying Party shall immediately take steps to mitigate the impact of the incident and cooperate fully with the other Party in any investigation or regulatory reporting requirements.

6. Data Retention and Destruction

Upon termination of the Joint Venture, or upon the written request of the disclosing Party, the receiving Party shall securely destroy or return all Shared Tax Data in its possession, custody, or control, unless retention is strictly required by applicable tax retention laws or statute of limitations.

7. Compliance and Audit Rights

Each Party shall maintain records to demonstrate compliance with this Agreement. No more than once per calendar year, either Party shall have the right, upon reasonable prior written notice, to audit the other Party's security practices and compliance measures related strictly to the processing of Shared Tax Data.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of _____, without regard to its conflict of law principles. Any disputes arising hereunder shall be subject to the exclusive jurisdiction of the courts of _____.

9. Entire Agreement and Amendments

This Agreement constitutes the entire understanding between the Parties regarding tax data protection and supersedes any prior oral or written agreements. Any amendment to this Agreement must be made in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Mutual Tax Data Protection Agreement as of the Effective Date.

For Party A:

Signature

Name (Printed)

Title

Date

For Party B:

Signature

Name (Printed)

Title

Date