

NON-DISCLOSURE AGREEMENT

CORPORATE TAX ADVISORY SERVICES

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

Disclosing Party: _____, with its principal place of business at _____ (hereinafter referred to as the "Client"), and

Receiving Party: _____, with its principal place of business at _____ (hereinafter referred to as the "Advisor").

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

1. Purpose

The Parties wish to enter into professional discussions regarding corporate tax advisory, planning, compliance, and structure analysis (the "Authorized Purpose"). In connection with this Authorized Purpose, the Client may disclose certain proprietary, financial, and highly sensitive tax-related information to the Advisor.

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 Client is engaged. Confidential Information includes, but is not limited to: corporate tax returns, financial statements, balance sheets, general ledgers, corporate structure charts, payroll records, transaction histories, transfer pricing documentation, correspondence with tax authorities, and any other proprietary business information disclosed either orally or in writing.

3. Obligations of Receiving Party

The Advisor shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Client. The Advisor shall restrict access to Confidential Information to its employees, contractors, and professional associates who need such access for the Authorized Purpose and who are bound by confidentiality obligations at least as restrictive as those contained herein. The Advisor shall not, without prior written approval of the Client, use for its own benefit, publish, copy, or otherwise disclose to any third party, any Confidential Information.

4. Compelled Disclosure

If the Advisor is legally compelled by a court of law, government agency, or tax authority (including but not limited to the IRS or relevant state taxing bodies) to disclose any Confidential Information, the Advisor shall provide the Client with prompt written notice of such requirement so that the Client may seek a protective order or other appropriate remedy.

5. Term and Termination

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Advisor's duty to hold Confidential Information in confidence shall remain in effect for a period of _____ years from the date of disclosure, or until such time as Client releases Advisor from such obligation in writing.

6. Return or Destruction of Materials

Upon the written request of the Client, or upon the termination of the corporate tax advisory relationship, the Advisor shall promptly return to the Client or destroy all physical and electronic copies of the Confidential Information, except to the extent that retention is required by applicable professional standards, legal compliance obligations, or standard electronic backup procedures.

7. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of _____, without

regard to its conflict of laws principles.

8. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements, or representations. No amendment or modification to this Agreement shall be valid unless executed in writing by both Parties.

CLIENT (Disclosing Party)

By: _____

Name: _____

Title: _____

Date: _____

Signature

ADVISOR (Receiving Party)

By: _____

Name: _____

Title: _____

Date: _____

Signature