PROPRIETARY CORPORATE TAX PLANNING INFORMATION NON-DISCLOSURE AGREEMENT

This Proprietary Corporate Tax Planning Information Non-Disclosure Agreement (the "Agreement") is entered into as of this __________ day of __________________________, 20__________ (the "Effective Date"), by and between:

Disclosing Party: ____, with its principal place of business at ____ (hereinafter referred to as "Discloser"), and

Receiving Party: ____, with its principal place of business or residence at ____ (hereinafter referred to as "Recipient").

Discloser and Recipient may collectively be referred to as the "Parties" or individually as a "Party."

1. PURPOSE

The Parties wish to enter into discussions regarding prospective or ongoing corporate tax strategies, structures, and planning opportunities. In connection with these discussions, Discloser may disclose to Recipient certain highly sensitive, proprietary, and confidential tax planning concepts, methodologies, opinions, financial data, and structural designs. This Agreement is executed to ensure the absolute confidentiality of such proprietary information.

2. DEFINITION OF PROPRIETARY TAX INFORMATION

For purposes of this Agreement, "Proprietary Tax Information" shall include all information, whether communicated in written, oral, electronic, or any other form, that relates to Discloser's tax strategies, corporate restructurings, transfer pricing methodologies, tax opinions, financial models, transaction structures, or regulatory filings, which is designated as confidential or which, by its nature or the circumstances of its disclosure, ought reasonably to be understood as confidential. Proprietary Tax Information includes, without limitation, any derivative analyses, notes, or summaries prepared by Recipient that incorporate such information.

3. OBLIGATIONS OF RECIPIENT

Recipient agrees to:

a. Hold all Proprietary Tax Information in the strictest confidence and take all reasonable precautions to protect such information from unauthorized disclosure, using at least the same degree of care as Recipient uses to protect its own confidential information of a similar nature.

b. Use the Proprietary Tax Information solely for the purpose of evaluating, analyzing, or executing the corporate tax planning transaction or relationship for which it was shared, and for no other purpose whatsoever.

c. Restrict access to the Proprietary Tax Information to those of its directors, officers, employees, or professional advisors (collectively, "Representatives") who have a strict "need to know" such information for the authorized purpose, and who are bound by confidentiality obligations no less restrictive than those contained herein. Recipient shall remain liable for any breach of this Agreement by its Representatives.

d. Not reverse-engineer, copy, adapt, or commercially exploit any unique tax structures or proprietary planning methods disclosed under this Agreement without the express written consent of Discloser.

4. PERMITTED DISCLOSURES

If Recipient or any of its Representatives is requested or required (by oral questions, interrogatories, requests for information, subpoena, civil investigative demand, or similar legal process) to disclose any Proprietary Tax Information, Recipient shall, to the extent legally permissible, provide Discloser with prompt written notice of such request so that Discloser may seek a protective order or other appropriate remedy. If, in the absence of a protective order, Recipient is compelled to disclose such information, Recipient may disclose only that portion of the information which is legally required.

5. TERM AND RETURN OF INFORMATION

The obligations under this Agreement shall survive for a period of __________ years from the Effective Date, or for such time as the Proprietary Tax Information remains a trade secret under applicable law, whichever is longer. Upon Discloser's written request, Recipient shall promptly return or, at Discloser's option, destroy all physical and electronic copies of the Proprietary Tax Information and certify such destruction in writing to Discloser.

6. NO WARRANTIES OR LICENSE

Discloser makes no representation or warranty, express or implied, as to the accuracy, completeness, or viability of the Proprietary Tax Information, including any potential tax outcomes or regulatory treatment. Nothing in this Agreement shall be construed as granting Recipient any license, patent, copyright, or trademark rights to the Proprietary Tax Information.

7. GOVERNING LAW AND REMEDIES

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. Recipient acknowledges that a breach of this Agreement may cause irreparable harm for which monetary damages alone would be inadequate, and agrees that Discloser shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

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 in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Proprietary Corporate Tax Planning Information Non-Disclosure Agreement as of the Effective Date.

DISCLOSING PARTY:	**RECEIVING PARTY:**
______________________________	______________________________
Authorized Signature	Authorized Signature
______________________________	______________________________
Print Name	Print Name
______________________________	______________________________
Title	Title
______________________________	______________________________
Date	Date