

CONFIDENTIALITY AGREEMENT

FOR STRATEGIC CORPORATE TAX ADVISORY

This Confidentiality Agreement (the "Agreement") is entered into and made effective as of _____, 20____ (the "Effective Date"), by and between the following parties:

Disclosing Party:

Entity Name: _____

Address: _____

Represented by: _____

Receiving Party:

Entity Name: _____

Address: _____

Represented by: _____

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

1. PURPOSE

The Parties wish to engage in discussions and negotiations regarding potential strategic corporate tax planning, advisory services, structures, and related financial transactions (the "Purpose"). In connection with this Purpose, the Disclosing Party may disclose proprietary, non-public, and sensitive financial or corporate operational information to the Receiving Party.

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 Disclosing Party is engaged, including but not limited to:

- a. Corporate structure charts, financial statements, tax returns, and filing methodologies;
- b. Strategic tax plans, transfer pricing analyses, and legal opinions concerning tax liabilities;
- c. Business plans, customer lists, internal financial modeling, projections, and operational strategies; and
- d. Any written or oral information marked or designated as confidential at the time of disclosure.

3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall:

- a. Carefully restrict access to Confidential Information to employees, directors, officers, or professional advisors who require such access for the Purpose and who are bound by confidentiality obligations at least as restrictive as those contained herein;
- b. Not use the Confidential Information for its own benefit, or for any purpose other than the mutually agreed upon Purpose;
- c. Implement and maintain administrative, physical, and technical safeguards to prevent unauthorized access, use, or disclosure of the Confidential Information.

4. PERMITTED DISCLOSURES AND COMPELLED DISCLOSURE

The obligations of confidentiality shall not apply to information that is or becomes publicly known through no breach of this Agreement by the Receiving Party. If the Receiving Party is legally compelled by a government agency, court order, or regulatory body (such as tax authorities) to disclose any Confidential Information, the Receiving Party shall, to the extent legally permissible, provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy.

5. TERM AND RETURN OF MATERIALS

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and the Receiving Party's duty to hold Confidential Information in confidence shall remain in effect for a period of _____ years from the Effective Date, or until such time as the Disclosing Party releases the Receiving Party from such obligation in writing. Upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all physical or digital copies of the Confidential Information.

6. NO RIGHTS GRANTED

Nothing in this Agreement is intended to grant any rights, licenses, or intellectual property options under any patent, copyright, trade secret, or other proprietary right of the Disclosing Party, nor does it create any obligation to enter into any subsequent business relationship.

7. 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 legal action arising out of or relating to this Agreement shall be brought exclusively in the courts located in _____.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes any prior discussions, representations, or agreements. No amendment to this Agreement shall be effective unless made in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Confidentiality Agreement as of the Effective Date written above.

DISCLOSING PARTY:

By (Signature)

Name: _____

Title: _____

Date: _____

RECEIVING PARTY:

By (Signature)

Name: _____

Title: _____

Date: _____