TAX DISCLOSURE MUTUAL CONFIDENTIALITY AGREEMENT

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

Party A: _____

And

Party B: _____

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

1. PURPOSE

The Parties intend to engage in discussions regarding _____ (the "Transaction"). In connection with this Transaction, each Party may disclose to the other certain highly sensitive, private, and confidential federal, state, local, or foreign tax returns, financial statements, schedules, and related tax disclosures (collectively, "Tax Information").

2. DEFINITION OF CONFIDENTIAL TAX INFORMATION

For purposes of this Agreement, "Confidential Tax Information" shall include, without limitation, all tax returns, tax schedules, W-2 forms, 1099 forms, K-1 schedules, financial statements, audit reports, correspondence with tax authorities, tax planning strategies, and any other financial or personal data disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether in oral, written, electronic, or other tangible or intangible form.

3. OBLIGATIONS OF CONFIDENTIALITY

The Receiving Party agrees to maintain the strict confidentiality of all Confidential Tax Information received from the Disclosing Party. Specifically, the Receiving Party shall:

a. Use the Confidential Tax Information solely for the purpose of evaluating and executing the Transaction, and for no other commercial or personal purpose whatsoever.

b. Limit disclosure of the Confidential Tax Information only to those directors, officers, employees, legal counsel, or certified public accountants (collectively, "Representatives") who have a direct need to know such information for the Transaction, and who are bound by confidentiality obligations no less restrictive than those contained herein.

c. Employ at least the same degree of care to protect the Confidential Tax Information as it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care.

d. Not copy, reproduce, or duplicate the Confidential Tax Information except as reasonably necessary for the Purpose.

4. PERMITTED AND COMPELLED DISCLOSURE

If the Receiving Party or any of its Representatives is legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) to disclose any of the Confidential Tax Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

5. TERM AND TERMINATION

This Agreement and the obligations of confidentiality hereunder shall commence on the Effective Date and shall survive the termination or completion of the Transaction for a period of _____ years, or for as long as the Confidential Tax Information remains protected under applicable federal, state, or local tax privacy laws, whichever is longer.

6. RETURN OR DESTRUCTION OF INFORMATION

Upon the written request of the Disclosing Party, or upon the termination of discussions regarding the Transaction, the Receiving Party shall promptly return to the Disclosing Party or, at the Disclosing Party's option, destroy all physical and electronic copies of the Confidential Tax Information, and certify such destruction in writing to the Disclosing Party.

7. REMEDIES

The Parties acknowledge that any breach of this Agreement may cause irreparable harm for which monetary damages alone would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, and any other equitable remedies in the event of any breach or threatened breach of this Agreement, in addition to any other remedies available at law.

8. GOVERNING LAW

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

9. MISCELLANEOUS

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions or agreements. This Agreement may not be amended or modified except in writing signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Tax Disclosure Mutual Confidentiality Agreement as of the Effective Date.

PARTY A:	**PARTY B:**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date