

CORPORATE TAX CONSULTING CONFIDENTIALITY AGREEMENT

This Corporate Tax Consulting Confidentiality Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

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

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

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

1. PURPOSE

The Client wishes to engage the Consultant to provide corporate tax planning, structuring, and advisory services (the "Permitted Purpose"). In connection with these services, the Client may disclose to the Consultant certain proprietary, financial, tax-related, and highly sensitive business information. This Agreement is executed to ensure the absolute confidentiality of all such disclosed information.

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:

- a. Corporate tax returns, tax filings, financial statements, balance sheets, and profit and loss statements.
- b. Corporate structures, transfer pricing documentation, intercompany agreements, and investment strategies.
- c. Tax planning analyses, memorandum, opinions, and legal/tax structures proposed or evaluated.
- d. Proprietary business methods, client lists, transaction histories, operational data, and executive compensation details.
- e. Any information marked "Confidential" or which, by its nature, should reasonably be understood to be confidential.

3. OBLIGATIONS OF THE CONSULTANT

The Consultant agrees to hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Client. The Consultant shall:

- a. Use the Confidential Information solely for the Permitted Purpose and for no other purpose whatsoever.
- b. Restrict access to Confidential Information to those of its employees, officers, or partners who have a direct "need to know" in connection with the Permitted Purpose and who are bound by confidentiality obligations no less restrictive than those contained herein.
- c. Apply at least the same degree of care to protect the Confidential Information as the Consultant uses to protect their own highly confidential information, but in no event less than a reasonable standard of care.
- d. Not copy, reproduce, reverse engineer, or decompile any Confidential Information without the express prior written consent of the Client.

4. EXCLUSIONS FROM CONFIDENTIALITY

The Consultant's obligations under this Agreement do not extend to information that is:

- a. Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Consultant.
- b. Discovered or created by the Consultant before disclosure by the Client, as evidenced by written records.
- c. Learned by the Consultant through legitimate means other than from the Client or the Client's representatives.
- d. Required to be disclosed by law, regulation, or a valid order of a court or governmental authority, provided that the Consultant gives the Client prompt written notice of such requirement prior to disclosure so that the Client may seek a protective order.

5. TERM AND RETURN OF INFORMATION

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and the Consultant'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 the Client releases the Consultant from such obligation in writing. Upon the written request of the Client, the Consultant shall promptly return or destroy all physical and electronic copies of the Confidential Information and certify such destruction in writing to the Client.

6. REMEDIES

The Consultant acknowledges that any breach of this Agreement may cause irreparable harm to the Client, for which monetary damages alone would be inadequate. In addition to any other remedy available under the law, the Client shall be entitled to seek injunctive relief to prevent or restrain any breach or threatened breach of this Agreement.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed, interpreted, and governed by the laws of the State 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 all prior discussions, agreements, or representations. This Agreement may not be amended or modified except in writing signed by authorized representatives of both Parties.

CLIENT (Disclosing Party)

By (Signature)

Name: _____

Title: _____

Date: _____

CONSULTANT (Receiving Party)

By (Signature)

Name: _____

Title: _____

Date: _____