

TAX PLANNING CONFIDENTIALITY AND NON-USE AGREEMENT

This Tax Planning Confidentiality and Non-Use Agreement (the "Agreement") is entered into and made effective as of _____, 20____ (the "Effective Date"), by and between:

Disclosing Party: _____, with its principal place of business at _____ ("Disclosing Party"), and

Receiving Party: _____, with its principal place of business or residence at _____ ("Receiving Party").

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

RECITALS

WHEREAS, Disclosing Party has developed, compiled, or otherwise owns valuable, proprietary, and highly confidential corporate tax planning strategies, structures, methodologies, analyses, and related financial structures (the "Tax Planning Information"); and

WHEREAS, the Parties wish to enter into discussions regarding a potential business relationship, transaction, or advisory engagement, and in connection therewith, Disclosing Party may disclose certain Tax Planning Information to Receiving Party; and

WHEREAS, Receiving Party understands and agrees that the Tax Planning Information is proprietary, highly sensitive, and provides Disclosing Party with a competitive advantage, and that unauthorized disclosure or use of such information would cause irreparable harm to Disclosing Party;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall include all information, data, documents, agreements, tax returns, financial models, legal opinions, organizational structures, transaction flows, step-plans, and tax strategies disclosed by Disclosing Party to Receiving Party, whether disclosed orally, in writing, or in electronic or other form, and whether or not designated as "Confidential." Confidential Information also includes the fact that discussions are taking place between the Parties.

2. PERMITTED USE

Receiving Party shall use the Confidential Information solely for the purpose of evaluating and executing the potential business relationship or transaction between the Parties (the "Permitted Purpose") and for no other purpose whatsoever. Receiving Party shall not use, replicate, or exploit the Confidential Information, or any portion thereof, to structure, implement, or execute any tax planning, tax transaction, or business structure for itself, its affiliates, or any third party without the express prior written consent of Disclosing Party.

3. CONFIDENTIALITY OBLIGATIONS

Receiving Party agrees to:

- a. Hold all Confidential Information in strict confidence and take all reasonable precautions to protect such Confidential Information from unauthorized disclosure, using at least the same degree of care as it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.
- b. Disclose the Confidential Information only to its officers, directors, employees, and professional legal or financial advisors (collectively, "Representatives") who have a specific need to know such information for the Permitted Purpose, provided that such Representatives are bound by written confidentiality obligations no less restrictive than those contained in this Agreement. Receiving Party shall be fully liable for any breach of this Agreement by its Representatives.
- c. Not copy, reproduce, or distribute the Confidential Information, except as strictly necessary for the Permitted Purpose.

4. EXCLUSIONS

Confidential Information does not include information that Receiving Party can demonstrate by written records:

- a. Is or becomes generally available to the public other than as a result of a disclosure by Receiving Party or its Representatives in breach of this Agreement;
- b. Was in Receiving Party's possession prior to disclosure by Disclosing Party without an obligation of confidentiality;
- c. Is received from a third party who is not bound by a confidentiality obligation to Disclosing Party; or
- d. Was independently developed by Receiving Party without reference to or reliance upon the Confidential Information.

5. COMPELLED DISCLOSURE

If Receiving Party or any of its Representatives is required by law, regulation, or legal process (such as by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, Receiving Party shall provide Disclosing Party with prompt written notice of such requirement so that Disclosing Party may seek a protective order or other appropriate remedy. If such protective order is not obtained, Receiving Party shall disclose only that portion of the Confidential Information that it is legally advised by counsel it is legally required to disclose.

6. RETURN OR DESTRUCTION OF INFORMATION

Upon the written request of Disclosing Party, or upon termination of discussions between the Parties, Receiving Party shall promptly, and at Disclosing Party's option, return to Disclosing Party or destroy all copies of the Confidential Information in its possession, custody, or control, and certify such destruction in writing to Disclosing Party.

7. TERM

The obligations of confidentiality and non-use under this Agreement shall survive the termination of discussions between the Parties and shall remain in effect for a period of _____ years from the Effective Date, or for so long as the Confidential Information constitutes a trade secret under applicable law, whichever period is longer.

8. NO LICENSE OR PROPRIETARY RIGHTS

Nothing in this Agreement shall be construed as granting, by implication or otherwise, any license, title, interest, or intellectual property rights in or to the Confidential Information to Receiving Party.

9. REMEDIES

Receiving Party acknowledges that any breach or threatened breach of this Agreement may cause irreparable harm to Disclosing Party for which monetary damages alone would be inadequate. Accordingly, Disclosing Party shall be entitled to seek injunctive relief and specific performance, without the necessity of posting a bond, in addition to any other remedies available at law or in equity.

10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with 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 _____.

11. MISCELLANEOUS

- a. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements.
- b. **Amendments:** This Agreement may not be amended or modified except in writing signed by authorized representatives of both Parties.
- c. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

d. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Tax Planning Confidentiality and Non-Use Agreement as of the Effective Date.

DISCLOSING PARTY:

By: _____

Name: _____

Title: _____

Date: _____

RECEIVING PARTY:

By: _____

Name: _____

Title: _____

Date: _____