CORPORATE TAX PLANNING
NON-DISCLOSURE AGREEMENT

This Corporate Tax Planning Non-Disclosure Agreement (the "Agreement") is entered into and made effective as of ____________________________ (the "Effective Date"), by and between:

Disclosing Party: ____, with a principal place of business at ____,

and

Receiving Party: ____, with a principal place of business or residence at ____.

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 enter into discussions regarding corporate tax planning, structuring, asset management, and related financial strategies (the "Purpose"). In connection with these discussions, the Disclosing Party may disclose proprietary, highly sensitive, and confidential financial and tax-related 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. If Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Information is transmitted orally, the Disclosing Party shall promptly provide a writing identifying that such oral communication constituted Confidential Information. Confidential Information specifically includes, but is not limited to:

a. Corporate tax returns, tax filings, financial statements, balance sheets, and profit and loss statements.

b. Proprietary tax planning structures, models, methodologies, and legal opinions.

c. Corporate organizational structures, affiliate relationships, internal reorganizations, and transaction details.

d. Identities of shareholders, investors, key personnel, advisors, and corporate partners.

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 carefully restrict access to Confidential Information to employees, contractors, and third-party professional advisors as are reasonably required to absolute fulfillment of the Purpose, and who are bound by non-disclosure agreements at least as protective as this Agreement.

The Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

4. EXCLUSIONS FROM NON-DISCLOSURE

Receiving Party'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 Receiving Party.

b. Discovered or created by the Receiving Party before disclosure by Disclosing Party.

c. Learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives.

d. Disclosed by Receiving Party with Disclosing Party's prior written approval.

e. Required to be disclosed by law, regulation, or order of a court of competent jurisdiction, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to disclosure.

5. TERM AND RETURN OF MATERIALS

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and 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 Disclosing Party releases Receiving Party from such obligation in writing. Upon the written request of the Disclosing Party, the Receiving Party shall immediately return or destroy all physical or electronic copies of the Confidential Information.

6. REMEDIES

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages alone would be inadequate. In addition to any other remedy available under law, the Disclosing Party 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 in accordance with 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 of ___________________________.

8. ENTIRE AGREEMENT

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both Parties.

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

DISCLOSING PARTY:	**RECEIVING PARTY:**
______________________________	______________________________
Signature	Signature
By (Printed Name): ____________________	By (Printed Name): ____________________
Title: ____________________________	Title: ____________________________
Date: ____________________________	Date: ____________________________