

CORPORATE TAX MINIMIZATION STRATEGY CONFIDENTIALITY AGREEMENT

This Corporate Tax Minimization Strategy Confidentiality Agreement (the "Agreement") is entered into as of this _____ day of _____, 20____ (the "Effective Date"), by and between:

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

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

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

1. PURPOSE

The Disclosing Party possesses certain proprietary, highly confidential, and sensitive corporate tax planning methodologies, structures, analyses, and minimization strategies (the "Tax Strategy"). The Receiving Party wishes to review, evaluate, or assist in the implementation of the Tax Strategy solely for the benefit of the Disclosing Party. In connection with this evaluation, the Disclosing Party may disclose proprietary and confidential information relating to the Tax Strategy.

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, specifically including, but not limited to: tax planning models, corporate restructuring plans, transfer pricing strategies, tax opinion letters, legal analyses, financial projections, transactional structures, and any notes, analyses, compilations, studies, or other documents prepared by the Receiving Party which contain or otherwise reflect such information.

3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party shall hold and maintain the Confidential Information in the 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 advisers as are reasonably required to have access, and who are bound by confidentiality obligations at least as restrictive as those contained in 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 CONFIDENTIALITY

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; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

5. TERM AND TERMINATION

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.

6. RETURN OF MATERIALS

Upon the written request of the Disclosing Party, the Receiving Party shall immediately return or destroy all original materials, copies, reproductions, and summaries of Confidential Information in its possession, custody, or control, and provide a written certification of such destruction or return to the Disclosing Party.

7. REMEDIES

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

8. 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 located in _____.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or understandings. 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 Corporate Tax Minimization Strategy Confidentiality Agreement as of the Effective Date.

DISCLOSING PARTY:

By (Signature)

Name: _____

Title: _____

Date: _____

RECEIVING PARTY:

By (Signature)

Name: _____

Title: _____

Date: _____