TAX DATA PRIVACY ACCORD FOR JOINT VENTURES

This Tax Data Privacy Accord (the "Accord") is entered into and made effective as of _____, by and between the following participating parties to the Joint Venture:

Party A: _____, a corporation organized and existing under the laws of _____, with its principal place of business at _____;

and

Party B: _____, a corporation organized and existing under the laws of _____, with its principal place of business at _____;

hereinafter collectively referred to as the "Parties" and individually as a "Party."

1. PURPOSE AND SCOPE

The Parties have entered into a Joint Venture Agreement dated _____ (the "JV Agreement"). In connection with the Joint Venture, the Parties will share, exchange, and process financial, corporate, and individual tax-related data. This Accord establishes the data protection framework, security standards, and privacy compliance requirements governing all Tax Data shared between the Parties.

2. DEFINITIONS

1. **"Tax Data"** means any financial information, tax returns, taxpayer identification numbers, filing statuses, audit reports, payroll records, and any other data elements related to tax compliance, assessment, or planning, whether pertaining to the Joint Venture entity, the Parties, or their respective employees and contractors.
2. **"Applicable Data Protection Law"** means all privacy and data protection laws, regulations, and directives applicable to the processing of Tax Data under this Accord, including but not limited to _____.

3. DATA PROCESSING AND PERMITTED USE

The Parties agree that Tax Data shall be processed solely for the following permitted purposes: administrative operations of the Joint Venture, regulatory tax filings, statutory compliance, audit responses, and as otherwise explicitly authorized under the JV Agreement. Neither Party shall use, sell, disclose, or process Tax Data for marketing, external profiling, or any purpose incompatible with these specified terms.

4. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES

Each Party shall implement and maintain appropriate administrative, technical, and physical safeguards to protect Tax Data against unauthorized access, alteration, disclosure, destruction, or loss. These measures shall include, at a minimum:

1. Encryption of Tax Data both in transit and at rest.
2. Strict access control protocols limiting Tax Data access to authorized personnel with a verified "need-to-know."
3. Regular security assessments and vulnerability scans of systems processing Tax Data.

5. DATA SUBJECT RIGHTS AND GOVERNMENT INQUIRIES

To the extent that Tax Data contains personally identifiable information, the Parties shall cooperate in good faith to respond to any verified requests from data subjects exercising their statutory rights. In the event a Party receives a legally binding disclosure request, subpoena, or inquiry from a tax authority or government body regarding the other Party's Tax Data, it shall immediately notify the other Party, unless prohibited by law.

6. DATA BREACH NOTIFICATION

In the event of any confirmed or reasonably suspected unauthorized access, acquisition, or disclosure of Tax Data (a "Security Incident"), the affected Party shall notify the other Party in writing within _____ hours of discovery. The notifying Party shall immediately take all necessary remedial actions to mitigate the effects of the Security Incident and fully cooperate with the other Party's investigation.

7. TERM AND TERMINATION

This Accord shall remain in effect for the duration of the JV Agreement, or until such time as all Joint Venture Tax Data is securely deleted or returned in accordance with instructions from the originating Party. The obligations of confidentiality and data protection set forth herein shall survive the expiration or termination of this Accord indefinitely.

8. GOVERNING LAW AND JURISDICTION

This Accord shall be governed by, and construed in accordance with, the laws of _____, without giving effect to any conflict of law principles. Any dispute arising out of or in connection with this Accord shall be subject to the exclusive jurisdiction of the courts of _____.

IN WITNESS WHEREOF, the Parties hereto have caused this Tax Data Privacy Accord to be executed by their respective duly authorized representatives.

For Party A:

_____

AUTHORIZED SIGNATURE

_____

PRINTED NAME

_____

TITLE

_____

DATE

For Party B:

_____

AUTHORIZED SIGNATURE

_____

PRINTED NAME

_____

TITLE

_____

DATE