

I. THE PARTIES. This Tax Agreement, hereinafter known as the "Agreement", created on the date accepted of this Agreement is by and between Company, hereinafter known as "1st Party", and , hereinafter known as "2nd Party", and collectively known as the "Parties".

Client Information:

**WHEREAS, this Agreement is created for the purpose of preventing the unauthorized disclosure of the confidential and proprietary information. The Parties agree as follows:**

II. TYPE OF AGREEMENT.

Unilateral – This Agreement shall be Unilateral, whereas, 1<sup>st</sup> Party shall have sole ownership of the Confidential Information with 2<sup>nd</sup> Party being prohibited from disclosing confidential and proprietary information that is to be released by the 1<sup>st</sup> Party.

III. RELATIONSHIP. The Party A's relationship to Party B can be described as a partnership and Party B's relationship to Party A can be described as a partnership.

IV. DEFINITION. For the purposes of this Agreement, the term "Confidential Information" shall include, but not be limited to, documents, records, information and data (whether verbal, electronic or written), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, product developments, patent applications, know-how, experimental results, specifications and other business information, relating to the Party's business, assets, operations or contracts, furnished to the other Party and/or the other Party's affiliates, employees, officers, owners, agents, consultants or representatives, in the course of their work contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all, work products, studies and other material prepared by or in the possession or control of the other Party, which contain, include, refer to or otherwise reflect or are generated from any Confidential Information.

However, Confidential Information does not include:

- (a) information generally available to the public;
- (b) widely used programming practices or algorithms;
- (c) information rightfully in the possession of the Parties prior to signing this Agreement; and
- (d) information independently developed without the use of any of the provided Confidential Information.

V. OBLIGATIONS. The obligations of the Parties shall be to hold and maintain the Confidential Information in the strictest of confidence at all times and to their agents, employees, representatives, affiliates, and any other individual or entity that is on a "need to know" basis. If any such Confidential Information shall reach a third (3<sup>rd</sup>) party, or become public, all liability will be on the Party that is responsible. Neither Party shall, without the written approval of the other Party, publish, copy, or use the Confidential Information for their sole benefit. If requested, either Party shall be bound to return any and all materials to the Requesting Party within 90 days. This Section shall not apply to the 1<sup>st</sup> Party if this Agreement is Unilateral as marked in Section II.

VII. INTEGRATION. 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 writing with the acknowledgment of the Parties.

VIII. SEVERABILITY. If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the Parties.

IX. ENFORCEMENT. The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and/or equitable relief may be sought. The harmed Party in this Agreement shall be entitled to all remedies available at law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.