

DEED OF INDEMNITY FOR PAST TAX ASSESSMENTS

This Deed of Indemnity (the "Deed") is made and entered into on this _____ day of _____, 20____ (the "Effective Date").

BY AND BETWEEN:

1. THE INDEMNIFIER:

residing at / having its registered office at:

(hereinafter referred to as the "Indemnifier").

AND IN FAVOR OF:

2. THE INDEMNIFIED PARTY:

residing at / having its registered office at:

(hereinafter referred to as the "Indemnified Party").

RECITALS

WHEREAS:

- A. The Indemnified Party has acquired, or is in the process of acquiring, certain assets, shares, or business interests from, or has entered into a business relationship with, the Indemnifier.
- B. The parties recognize that retroactive, reassessed, or outstanding tax liabilities, assessments, penalties, or interest may be levied by relevant tax authorities against the Indemnified Party or the acquired entity in relation to taxable periods ending on or prior to _____.
- C. To induce the Indemnified Party to proceed with the transaction, the Indemnifier has agreed to provide a full and comprehensive indemnity against any such retroactive or past tax assessments, liabilities, costs, and expenses under the terms and conditions set forth herein.

OPERATIVE PROVISIONS

1. Definitions & Interpretation

In this Deed, unless the context otherwise requires, the following terms shall have the meanings set forth below:

- **"Past Tax Assessment"** means any assessment, reassessment, audit, investigation, demand, or claim by any Tax Authority for Taxes relating to any period ending on or prior to _____.
- **"Tax Authority"** means any governmental, state, federal, provincial, local, or municipal authority, body, or department responsible for the assessment, collection, or administration of Taxes.
- **"Taxes"** includes all forms of taxation, duties, levies, imposts, social security contributions, or withholdings, together with any interest, penalties, additions to tax, or additional amounts imposed by any Tax Authority.

2. Indemnity

1. The Indemnifier hereby irrevocably, unconditionally, and as a primary obligation agrees to indemnify, defend, and hold harmless the Indemnified Party, its affiliates, directors, officers, employees, and successors in title (collectively, the

"Indemnified Group") from and against any and all losses, liabilities, damages, deficiencies, costs, expenses, interest, and penalties (including reasonable legal and professional fees) arising out of or resulting from:

- a. Any Past Tax Assessment;
- b. Any tax liability of the Indemnified Group arising from the failure of the Indemnifier to properly file tax returns or pay taxes due for any tax period ending on or prior to _____; and
- c. Any costs and professional expenses incurred by the Indemnified Party in disputing, defending, or settling any Past Tax Assessment.

3. Maximum Limit & Duration

1. The maximum aggregate liability of the Indemnifier under this Deed shall not exceed _____
2. This Deed shall remain in full force and effect until the expiration of the applicable statute of limitations for the relevant Tax Authorities to issue a Past Tax Assessment, plus a period of _____ months.

4. Conduct of Claims

1. The Indemnified Party shall, as soon as reasonably practicable, notify the Indemnifier in writing of any notice, claim, or communication received from a Tax Authority regarding a Past Tax Assessment.
2. The Indemnifier shall have the right, at its own cost and expense, to assume the defense or settle any such Past Tax Assessment, provided that:
 - a. The Indemnifier acts diligently and in good faith;
 - b. Such defense or settlement does not materially prejudice the business or reputation of the Indemnified Party; and
 - c. The Indemnified Party is kept fully informed of all material developments.

5. Governing Law and Jurisdiction

This Deed shall be governed by, and construed in accordance with, the laws of _____. Any dispute, controversy, or claim arising out of or in connection with this Deed shall be subject to the exclusive jurisdiction of the courts of _____.

IN WITNESS WHEREOF This Deed has been executed and delivered as a Deed by the parties on the date first written above.

EXECUTED AS A DEED BY THE INDEMNIFIER:

Name: _____
Title: _____

In the presence of (Witness):

Witness Name: _____
Address: _____

EXECUTED AS A DEED BY THE INDEMNIFIED PARTY:

Name: _____
Title: _____

In the presence of (Witness):

Witness Name: _____
Address: _____