RETROACTIVE TAX ASSESSMENT INDEMNITY AGREEMENT

(BACK TAX LIABILITY INDEMNITY CONTRACT)

This Retroactive Tax Assessment Indemnity Agreement (the "Agreement") is entered into as of__________________, by and between:

INDEMNITOR: ____________________________________, residing at/having its principal place of business at ____ (hereinafter referred to as the "Indemnitor"),

and

INDEMNITEE: ____________________________________, residing at/having its principal place of business at ____ (hereinafter referred to as the "Indemnitee").

The Indemnitor and the Indemnitee may collectively be referred to herein as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Parties have entered into a business relationship, transaction, or agreement dated__________________ regarding ____;

WHEREAS, there exists a possibility that tax authorities may issue retroactive tax assessments, audits, levies, or claims for back taxes, interest, penalties, or additions to tax relating to tax periods ending on or prior to __________________;

WHEREAS, to induce the Indemnitee to enter into and perform its obligations under the underlying transaction, the Indemnitor has agreed to fully indemnify and hold harmless the Indemnitee against any such retroactive tax liabilities under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INDEMNIFICATION

a. The Indemnitor hereby agrees to indemnify, defend, and hold harmless the Indemnitee, its affiliates, officers, directors, employees, and agents from and against any and all liabilities, losses, damages, claims, costs, and expenses (including, without limitation, reasonable attorneys' fees, accountant fees, and court costs) arising out of or resulting from any retroactive tax assessments, audits, adjustments, reassessments, or claims for back taxes (including federal, state, local, or foreign income, sales, use, excise, or other taxes), together with any associated interest, penalties, or additions to tax (collectively, "Tax Liabilities"), levied or assessed by any taxing authority for the tax period(s) ending __________________ through __________________.

b. This indemnity shall apply regardless of whether such Tax Liabilities arise from any act, omission, transaction, or tax position taken by the Indemnitor, or from any subsequent change in tax laws or interpretations thereof with retroactive effect.

2. NOTICE OF CLAIM

The Indemnitee shall notify the Indemnitor in writing within______ business days of receiving any official notice, audit inquiry, summons, or assessment from any taxing authority regarding a potential Tax Liability that may be subject to indemnification under this Agreement. Failure to provide timely notice shall not relieve the Indemnitor of its obligations under this Agreement except to the extent that the Indemnitor is actually and materially prejudiced by such failure.

3. DEFENSE OF TAX CLAIMS

a. The Indemnitor shall have the right, at its sole cost and expense, to control the defense, compromise, or settlement of any audit, examination, or administrative or judicial proceeding relating to Tax Liabilities indemnified hereunder, provided that the Indemnitor acknowledges in writing its unconditional obligation to indemnify the Indemnitee under this Agreement.

b. The Indemnitee shall cooperate fully with the Indemnitor, including providing access to relevant books, records, and personnel, at the Indemnitor's sole expense.

c. The Indemnitor shall not settle or compromise any tax claim in a manner that adversely affects the tax liability or ongoing business operations of the Indemnitee for any period not covered by this Agreement without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld, conditioned, or delayed.

4. PAYMENT OF INDEMNITY

Any payment required to be made by the Indemnitor to the Indemnitee under this Agreement shall be made in immediately available funds within ______ days of a written demand by the Indemnitee, accompanied by reasonable documentation verifying the assessment or payment of the Tax Liability.

5. TERM AND SURVIVAL

This Agreement and the indemnification obligations hereunder shall survive the closing or termination of the underlying transaction and shall remain in full force and effect until ______ calendar days after the expiration of the applicable statute of limitations (including any extensions or waivers thereof) for the assessment of taxes by the relevant taxing authorities for the covered tax periods.

6. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of __________________, without giving effect to any choice of law or conflict of law provisions. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in ________________________.

7. MISCELLANEOUS

a. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, discussions, or representations.

b. **Amendments:** This Agreement may only be amended, modified, or supplemented by a written instrument executed by both Parties.

c. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Retroactive Tax Assessment Indemnity Agreement as of the date first written above.

INDEMNITOR:

____

(Signature)

Name: ________________________
Title: ________________________
Date: ________________________

INDEMNITEE:

____

(Signature)

Name: ________________________
Title: ________________________
Date: ________________________