MUTUAL TAX LIABILITY INDEMNITY AGREEMENT

This Mutual Tax Liability Indemnity Agreement (the "Agreement") is entered into as of________________________, 20________ (the "Effective Date"), by and between:

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 ____.

Party A and Party B may collectively be referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Parties have entered into that certain____ Agreement dated as of ____________________ (the "Underlying Agreement"); and

WHEREAS, in connection with the transactions contemplated by the Underlying Agreement, the Parties desire to allocate responsibility for certain tax liabilities and to mutually indemnify each other against certain taxes, penalties, interest, and related costs in accordance with the terms and conditions set forth herein;

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

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings specified below:

a. **"Tax" or "Taxes"** means any and all federal, state, local, or foreign taxes, assessments, levies, duties, or other governmental charges of any kind whatsoever, including income, corporate, franchise, capital gains, excise, property, sales, use, transfer, withholding, payroll, employment, value-added, and social security taxes, together with any interest, penalties, additions to tax, or additional amounts imposed by any taxing authority.

b. **"Tax Claim"** means any audit, investigation, assessment, demand, litigation, or other administrative or judicial proceeding by or before any taxing authority relating to Taxes.

c. **"Losses"** means any and all damages, losses, liabilities, obligations, costs, and expenses, including reasonable attorneys' fees, accountants' fees, and court costs, incurred in connection with any Tax or Tax Claim.

2. MUTUAL INDEMNIFICATION

1. **Indemnification by Party A:** Party A hereby agrees to indemnify, defend, and hold harmless Party B and its affiliates, directors, officers, employees, and agents from and against any and all Losses arising out of, resulting from, or relating to:
   i. Any Taxes imposed on or with respect to Party A's business operations, assets, or income for any taxable period;

   ii. Any breach of any representation, warranty, or covenant made by Party A in this Agreement or in connection with the Underlying Agreement regarding Tax matters; and

   iii. Taxes resulting from any transactional restructuring or adjustments initiated by or attributable to Party A, except as otherwise provided in the Underlying Agreement.

2. **Indemnification by Party B:** Party B hereby agrees to indemnify, defend, and hold harmless Party A and its affiliates, directors, officers, employees, and agents from and against any and all Losses arising out of, resulting from, or relating to:
    i. Any Taxes imposed on or with respect to Party B's business operations, assets, or income for any taxable period;
    ii. Any breach of any representation, warranty, or covenant made by Party B in this Agreement or in connection with the Underlying Agreement regarding Tax matters; and
    iii. Taxes resulting from any transactional restructuring or adjustments initiated by or attributable to Party B, except as otherwise provided in the Underlying Agreement.

3. TAX CLAIMS AND PROCEDURES

1. **Notice:** If either Party (the "Indemnified Party") receives notice of any Tax Claim for which it believes it is entitled to indemnification under this Agreement from the other Party (the "Indemnifying Party"), the Indemnified Party shall promptly notify the Indemnifying Party in writing. Such notice shall include copies of any correspondence or documentation received from the taxing authority.
2. **Defense of Tax Claims:** The Indemnifying Party shall have the right, at its own expense, to assume and control the defense, compromise, or settlement of any such Tax Claim, provided that:
    i. The Indemnifying Party acknowledges in writing its obligation to fully indemnify the Indemnified Party under this Agreement; and
    ii. The Indemnifying Party keeps the Indemnified Party reasonably informed of the progress of such Tax Claim and allows the Indemnified Party to participate in the defense at its own cost.
3. **Settlement:** The Indemnifying Party shall not settle, compromise, or consent to the entry of any judgment in any Tax Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned, or delayed) if such settlement would have a material adverse effect on the Tax liability of the Indemnified Party for any period not covered by this Agreement.

4. COOPERATION

The Parties shall cooperate fully with each other in connection with the preparation and filing of any Tax returns, and any Tax Claim. Such cooperation shall include, without limitation, the preservation and provision of all records, books, tax returns, receipts, and other documents relevant to the Tax matter, and making employees available on a mutually convenient basis to provide additional explanation of any material provided hereunder.

5. 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 ____________________.

6. MISCELLANEOUS

1. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.
2. **Amendments:** This Agreement may not be amended, modified, or supplemented except by a written instrument executed by both Parties.
3. **Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
4. **Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Mutual Tax Liability Indemnity Agreement to be executed by their respective duly authorized officers as of the Effective Date.

PARTY A:	**PARTY B:**
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________