

DEED OF TAX REPRESENTATION AND WARRANTY INDEMNITY

RELATING TO THE SHARE PURCHASE AGREEMENT OF

THIS DEED is dated _____

PARTIES

The Seller: _____, a company incorporated under the laws of
_____ with registration number _____ having its registered office at:

The Buyer: _____, a company incorporated under the laws of
_____ with registration number _____ having its registered office at:

BACKGROUND

- A. Pursuant to a share purchase agreement dated _____ (the "**Share Purchase Agreement**"), the Buyer has agreed to purchase, and the Seller has agreed to sell, the entire issued share capital of _____ (the "**Company**").
- B. It is a condition precedent to the completion of the Share Purchase Agreement that the parties enter into this Deed to provide covenants, warranties, and indemnities in relation to the tax affairs of the Company.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

Capitalised terms used but not defined in this Deed shall have the meanings given to them in the Share Purchase Agreement unless the context requires otherwise.

2. Tax Representations and Warranties

- a. The Seller represents and warrants to the Buyer that each of the Tax Warranties set out in Schedule 1 to this Deed is true, accurate, and not misleading as at the date of this Deed and as at the Completion Date.
- b. Each of the Tax Warranties shall be construed as a separate and independent warranty and, except where expressly provided, shall not be limited by reference to any other Warranty.

3. Tax Indemnity

- a. Subject to the provisions of this Deed, the Seller covenants to pay to the Buyer an amount equal to:
 - i. any Tax Liability of the Company arising from, or relating to, any Event occurring on or before Completion, or in respect of any income, profits, or gains earned, accrued, or received on or before Completion;
 - ii. any reasonable costs and expenses (including legal costs on a full indemnity basis) incurred by the Buyer or the Company in connection with any Tax Liability or any successful claim under this Deed.

4. Limitations on Claims

- a. The Seller shall not be liable under this Deed in respect of any claim unless notice of such claim is given by the Buyer to the Seller on or before the _____ anniversary of the Completion Date.
- b. The Seller shall not be liable in respect of any individual claim under this Deed where the liability of the Seller does not exceed

_____.

c. The maximum aggregate liability of the Seller under this Deed shall be capped at _____.

5. Conduct of Claims

- a. If the Buyer or the Company becomes aware of any assessment, notice, demand, or other transaction from which it appears that a Tax Liability may arise or has arisen which could give rise to a claim under this Deed, the Buyer shall notify the Seller in writing as soon as reasonably practicable.
- b. The Buyer shall, and shall procure that the Company shall, take such action as the Seller may reasonably request to dispute, resist, appeal, or compromise any such Tax Liability, provided that the Seller indemnifies the Buyer and the Company to their reasonable satisfaction against all costs and expenses incurred in connection therewith.

6. Governing Law and Jurisdiction

- a. This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of _____.
- b. The parties irrevocably agree that the courts of _____ shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed.

IN WITNESS WHEREOF this document has been executed and delivered as a deed by the parties on the date first written above.

EXECUTED AS A DEED by:

EXECUTED AS A DEED by:

_____ (as Seller)

_____ (as Buyer)

Director Signature

Director Signature

Director/Secretary Signature

Director/Secretary Signature