

DEED OF INDEMNITY
FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

THIS DEED OF INDEMNITY is made on the _____ day of _____, 20_____.

BETWEEN:

1. THE INDEMNIFYING PARTY:

Name / Entity: _____

Registered Address / Residence: _____

FATCA Status / Classification: _____

Global Intermediary Identification Number (GIIN) (if applicable): _____

(hereinafter referred to as the "**Indemnifier**")

In favor of:

2. THE INDEMNIFIED PARTY:

Name / Institution: _____

Registered Address: _____

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

BACKGROUND:

WHEREAS:

- A. The Indemnified Party is subject to compliance and reporting obligations under the Foreign Account Tax Compliance Act ("FATCA") provisions of the U.S. Internal Revenue Code, associated intergovernmental agreements (IGAs), and local enabling legislation.
- B. To enable the Indemnified Party to comply with its obligations under FATCA, the Indemnifier has provided certain self-certifications, tax forms (including but not limited to IRS Forms W-8 or W-9), and supporting documentation relating to its tax status.
- C. The Indemnifier has agreed to indemnify the Indemnified Party against any and all liability, losses, damages, taxes, withholding, penalties, and costs arising out of any inaccuracy or misrepresentation in such documentation or any failure to comply with FATCA obligations.

IT IS AGREED AS FOLLOWS:

1. Representations and Warranties

- 1.1 The Indemnifier represents and warrants that all information, self-certifications, forms, and documentation provided to the Indemnified Party for the purposes of FATCA compliance are true, correct, complete, and up-to-date.
- 1.2 The Indemnifier represents and warrants that it will immediately notify the Indemnified Party in writing of any change in circumstances that affects its FATCA status or causes any information previously provided to become incorrect,

incomplete, or obsolete within _____ days of such change.

2. Indemnity

2.1 The Indemnifier hereby covenants and agrees to indemnify, defend, and hold harmless the Indemnified Party, its affiliates, directors, officers, employees, and agents from and against any and all liabilities, losses, damages, costs, expenses, claims, actions, proceedings, demands, penalties, interest, and taxes (including any withholding taxes) of any kind or nature whatsoever which may be incurred, suffered, or sustained by, or asserted against, the Indemnified Party directly or indirectly arising out of or in connection with:

- (a) any failure by the Indemnifier to timely provide accurate, complete, and valid tax forms, documentation, or self-certifications required for FATCA compliance;
- (b) any inaccuracies, omissions, or misstatements contained in any self-certification, form, or document provided by the Indemnifier;
- (c) any withholding tax liability, interest, penalties, or fines imposed by any tax authority (including the U.S. Internal Revenue Service) resulting from the Indemnifier's failure to maintain a compliant FATCA status; or
- (d) any costs and expenses (including legal fees on a full indemnity basis) incurred by the Indemnified Party in connection with defending or recovering any such losses or penalties.

3. Covenants and Cooperation

3.1 The Indemnifier agrees to cooperate fully with the Indemnified Party and to provide all such further information, forms, or documents as the Indemnified Party may reasonably request from time to time to establish the Indemnifier's FATCA status or to satisfy the Indemnified Party's reporting and withholding obligations.

4. Governing Law and Jurisdiction

4.1 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 _____.

4.2 The parties submit to the exclusive jurisdiction of the courts of _____.

IN WITNESS WHEREOF this Deed has been executed by the parties on the date first written above.

Signed as a DEED by the Indemnifier:

Signed as a DEED by the Indemnified Party:

Authorized Signature

Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

In the presence of (Witness):

In the presence of (Witness):

Witness Signature

Witness Signature

Name: _____

Name: _____

Address: _____

Address: _____

