TAX INDEMNITY AGREEMENT

This TAX INDEMNITY AGREEMENT (this "Agreement") is entered into as of ____________________, by and between:

SELLER: ____, residing at/having its principal place of business at ____ ("Seller");

and

BUYER: ____, residing at/having its principal place of business at ____ ("Buyer").

RECITALS

WHEREAS, Seller and Buyer have entered into that certain Share Purchase Agreement dated____________________ (the "Purchase Agreement"), pursuant to which Buyer has agreed to purchase from Seller, and Seller has agreed to sell to Buyer,_____________ shares of____ (the "Company");

WHEREAS, as a condition to the willingness of Buyer to enter into and consummate the transactions contemplated by the Purchase Agreement, the parties have agreed to enter into this Agreement to allocate certain tax liabilities and provide for indemnification in respect of certain tax matters;

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

1. DEFINITIONS

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. For purposes of this Agreement, the following terms shall have the meanings specified below:

a. **"Pre-Closing Tax Period"** means any taxable period ending on or before the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period ending on and including the Closing Date.

b. **"Straddle Period"** means any taxable period that begins on or before the Closing Date and ends after the Closing Date.

c. **"Tax"** or **"Taxes"** means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severity, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

d. **"Tax Claim"** means any assessment, claim, audit, examination, investigation, litigation, or other proceeding with respect to Taxes of the Company.

2. TAX INDEMNIFICATION

a. **Indemnity by Seller:** Subject to the limitations set forth in this Agreement, Seller hereby agrees to indemnify, defend, and hold harmless Buyer, the Company, and their respective affiliates, successors, and assigns from and against any and all liability for:

   i. Any and all Taxes imposed on or with respect to the Company for any Pre-Closing Tax Period;

   ii. Any and all Taxes arising from a breach of any representation, warranty, or covenant of Seller contained in this Agreement or the Purchase Agreement related to Taxes; and

   iii. All reasonable out-of-pocket legal, accounting, and advisory fees and expenses incurred in connection with any item described in subsections (i) and (ii) above.

b. **Apportionment of Straddle Period Taxes:** For purposes of this Agreement, in the case of any Straddle Period, the portion of any Taxes that is attributable to the Pre-Closing Tax Period shall:

i. In the case of real property, personal property, or other ad valorem Taxes, be deemed to be the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of calendar days in the portion of the Straddle Period ending on and including the Closing Date, and the denominator of which is the entire number of calendar days in such Straddle Period; and

ii. In the case of all other Taxes (such as income, sales, or payroll Taxes), be determined on a closing-of-the-books basis as of the close of business on the Closing Date.

3. FILING OF TAX RETURNS AND PAYMENT

a. Seller shall, at its own cost and expense, prepare or cause to be prepared, and timely file or cause to be filed, all Tax Returns of the Company for all taxable periods ending on or before the Closing Date that are required to be filed after the Closing Date. Seller shall pay all Taxes shown as due on such Tax Returns.

b. Buyer shall prepare or cause to be prepared, and timely file or cause to be filed, any Tax Returns of the Company for any Straddle Period. Buyer shall submit such Tax Returns to Seller for review and approval at least______ days prior to the due date. Seller shall pay to Buyer the portion of the Taxes shown on such Tax Returns that are attributable to the Pre-Closing Tax Period under Section 2(b) at least ______ days prior to the date on which such Taxes are due.

4. CONTEST PROVISIONS AND COOPERATION

a. **Notice:** Buyer shall promptly notify Seller in writing within______ days of receipt by Buyer or the Company of any written notice of a Tax Claim that could give rise to an indemnification obligation under Section 2.

b. **Control of Proceedings:** Seller shall have the right, at its own expense, to control the defense, compromise, or settlement of any Tax Claim that relates solely to a taxable period ending on or before the Closing Date; provided, however, that Seller shall not settle or compromise any such Tax Claim without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed, if such settlement would have a material adverse effect on the tax liability of Buyer or the Company for any post-closing period.

c. **Cooperation:** Buyer and Seller shall cooperate fully, and shall cause their respective affiliates to cooperate fully, in connection with the preparation and filing of any Tax Returns and any Tax Claim.

5. MISCELLANEOUS PROVISIONS

a. **Governing Law:** 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 thereof.

b. **Amendments and Waivers:** No amendment, modification, or waiver of any provision of this Agreement shall be valid unless in writing and signed by both Buyer and Seller.

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

d. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

SELLER:	**BUYER:**
______________________________	______________________________
By: ____________________	By: ____________________
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________