

TAX LIABILITY INDEMNITY AGREEMENT

This Tax Liability Indemnity Agreement (the "Agreement") is entered into as of _____, by and between:

Indemnitor: _____, located at _____ (hereinafter referred to as the "Indemnitor"),

and

Indemnified Party: _____, located at _____ (hereinafter referred to as the "Indemnified Party").

RECITALS

WHEREAS, the Parties have entered into _____ dated _____ (the "Underlying Agreement"); and

WHEREAS, in connection with the transactions contemplated under the Underlying Agreement, certain tax liabilities may arise or be assessed against the Indemnified Party; and

WHEREAS, the Indemnit

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

- Scope of Indemnity:** The Indemnit

2. NOTICE AND CLAIM PROCEDURES

- Notice of Claim:** If the Indemnified Party receives notice of any audit, assessment, demand, or other assertion of tax liability by any governmental authority that could give rise to a claim for indemnification under this Agreement (a "Tax Claim"), the Indemnified Party shall provide written notice thereof to the Indemnit
- Defense of Claim:** The Indemnit
- Cooperation:** The Parties shall cooperate fully with each other in the defense or settlement of any Tax Claim, including by providing access to relevant books, records, documents, and personnel.

3. PAYMENT OF INDEMNITY

Any indemnification payment required to be made by the Indemnit

for payment from the Indemnified Party accompanied by reasonable documentation of the liability incurred.

4. TERM AND TERMINATION

This Agreement shall remain in full force and effect until the expiration of the applicable statute of limitations for the assessment of the Taxes covered under this Agreement, plus a period of _____ days thereafter.

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 principles of conflicts of law. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts of _____.

6. MISCELLANEOUS

1. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or negotiations, whether written or oral.
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.

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

INDEMNITOR:

INDEMNIFIED PARTY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____