

INDIRECT TAX INDEMNIFICATION AGREEMENT

This Indirect Tax Indemnification Agreement (the "Agreement") is entered into as of _____, 20____, by and between:

Indemnifier: _____, a corporation organized and existing under the laws of _____, with its principal place of business at _____ (hereinafter referred to as the "Indemnifier"),

and

Indemnified Party: _____, a corporation organized and existing under the laws of _____, with its principal place of business at _____ (hereinafter referred to as the "Indemnified Party").

RECITALS

WHEREAS, the Indemnifier and the Indemnified Party have entered into that certain _____ Agreement dated as of _____, 20____ (the "Transaction Agreement"); and

WHEREAS, in connection with the transactions contemplated by the Transaction Agreement, the parties desire to allocate the risk and responsibility for certain Indirect Taxes (as defined herein) that may be levied, assessed, or imposed, and to provide for indemnification in respect thereof.

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

1. "**Indirect Taxes**" shall mean any value added tax (VAT), goods and services tax (GST), sales tax, use tax, consumption tax, service tax, excise tax, customs duties, tariffs, or any other similar transactional tax, duty, levy, or imposition, together with any interest, penalties, additions to tax, or additional amounts imposed by any taxing authority with respect thereto.
2. "**Losses**" shall mean any and all liabilities, losses, damages, claims, costs, and expenses (including, without limitation, reasonable attorneys' fees, accountant fees, and court costs) arising out of or resulting from any assessment, reassessment, audit, investigation, or proceeding by any taxing authority.

2. INDEMNIFICATION

1. The Indemnifier hereby covenants and agrees to defend, indemnify, and hold harmless the Indemnified Party, its affiliates, and their respective directors, officers, employees, and agents from and against any and all Losses arising out of, relating to, or resulting from any unpaid Indirect Taxes imposed on or with respect to the goods, services, or transactions provided under the Transaction Agreement, where such Indirect Taxes are the legal responsibility or liability of the Indemnifier under applicable law or the terms of the Transaction Agreement.
2. The Indemnifier shall indemnify the Indemnified Party for any Indirect Taxes arising from any failure by the Indemnifier to timely file any tax returns, reports, or declarations, or to collect and remit any Indirect Taxes to the appropriate taxing authority as required by applicable law.

3. NOTICE AND PROCEDURE

1. If the Indemnified Party receives notice of any claim, assessment, audit, or proceeding by a taxing authority that could give rise to a claim for indemnification under this Agreement (a "Tax Claim"), the Indemnified Party shall promptly notify the

Indemnifier in writing. Such notice shall be provided within _____ days of receipt of the Tax Claim.

2. The Indemnifier shall have the right, at its own expense, to assume and control the defense, compromise, or settlement of any such Tax Claim, provided that the Indemnifier diligently conducts such defense. The Indemnified Party shall cooperate reasonably with the Indemnifier in connection with such defense.
3. The Indemnifier shall not settle or compromise 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 or compromise would impose any material non-reimbursable liability or ongoing obligation on the Indemnified Party.

4. COOPERATION AND INFORMATION SHARING

The parties shall cooperate fully with each other in connection with the preparation and filing of any tax returns, any tax audits, or any administrative or judicial proceedings relating to Indirect Taxes covered by this Agreement. Each party shall make available to the other, during normal business hours, all books, records, invoices, certificates, and other documents necessary or useful for the defense of any Tax Claim.

5. TERM AND SURVIVAL

This Agreement shall survive the termination of the Transaction Agreement and shall remain in full force and effect until the expiration of the applicable statute of limitations for the assessment of the relevant Indirect Taxes, plus a period of _____ days.

6. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws 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 located in _____.

7. 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, and negotiations, both written and oral.
2. **Amendments:** This Agreement may not be amended, modified, or supplemented except by a written instrument signed by an authorized representative of each party.
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 caused this Indirect Tax Indemnification Agreement to be executed by their duly authorized representatives as of the date first written above.

INDEMNIFIER:

INDEMNIFIED PARTY:

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:
