INCOME TAX FILING INDEMNITY COVENANT

This Income Tax Filing Indemnity Covenant (the "Agreement") is entered into this _____ day of _____, 20_____ (the "Effective Date"), by and between:

Indemnitor: _____, residing at/having its principal place of business at _____ (hereinafter referred to as the "Indemnitor"),

AND

Indemnitee: _____, residing at/having its principal place of business at _____ (hereinafter referred to as the "Indemnitee").

RECITALS

WHEREAS, the Indemnitor has prepared, assisted with, or provided financial information for the preparation and filing of the Indemnitee's income tax return(s) for the tax year(s) _____ (the "Tax Returns"); and

WHEREAS, the Indemnitee has agreed to file or permit the filing of said Tax Returns relying on the accuracy, completeness, and validity of the information, representations, and documentation supplied by the Indemnitor; and

WHEREAS, the Indemnitor agrees to guarantee the accuracy of such information and to hold harmless and indemnify the Indemnitee against any liabilities, claims, or losses arising from inaccuracies or omissions in connection with the Tax Returns.

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. ACCURACY WARRANTY AND REPRESENTATION

The Indemnitor represents and warrants that all financial records, transaction histories, deduction support, income statements, and other tax-related information provided by the Indemnitor to the Indemnitee or directly used to prepare the Tax Returns are complete, truthful, accurate in all material respects, and compliant with all applicable local, state, and federal tax laws and regulations.

2. INDEMNIFICATION

The Indemnitor hereby agrees to indemnify, defend, and hold harmless the Indemnitee from and against any and all claims, liabilities, losses, damages, demands, actions, causes of action, assessments, deficiencies, costs, and expenses (including, without limitation, reasonable attorneys' fees, accounting fees, court costs, penalties, and interest assessed by any tax authority) arising out of, resulting from, or in connection with:

a. Any inaccuracy, misrepresentation, omission, or falsehood in the information provided by the Indemnitor for the preparation or filing of the Tax Returns;

b. Any audit, investigation, inquiry, or challenge by the Internal Revenue Service (IRS) or any state or local taxing authority regarding the figures, deductions, credits, or positions taken on the Tax Returns based on the Indemnitor's data; or

c. Any breach of the warranties or representations made by the Indemnitor under this Agreement.

3. NOTICE OF CLAIM AND DEFENSE

The Indemnitee shall promptly notify the Indemnitor in writing of any audit, inquiry, assessment, or legal proceeding initiated by a taxing authority or third party that may give rise to a claim for indemnification under this Agreement. The Indemnitor shall have the right, at its own expense, to participate in or assume the defense of any such audit or proceeding, provided that the Indemnitor employs qualified professionals reasonably acceptable to the Indemnitee.

4. SETTLEMENT LIMITATIONS

The Indemnitor shall not settle or compromise any tax audit, assessment, or claim related to the Tax Returns that would result in any liability, reputational harm, or ongoing obligation for the Indemnitee without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld, conditioned, or delayed.

5. TERM AND SURVIVAL

This Agreement and the obligations of the Indemnitor hereunder shall survive the filing of the Tax Returns and shall remain in full force and effect until the expiration of the applicable statute of limitations for the assessment of taxes for the relevant tax years, including any extensions thereof.

6. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed, interpreted, and governed by the laws of the State of _____, without regard to its conflict of law principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in _____.

7. MISCELLANEOUS

a. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, discussions, or understandings.

b. **Amendments:** This Agreement may only be amended, modified, or supplemented by a written instrument signed by both parties.

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

IN WITNESS WHEREOF, the parties hereto have executed this Income Tax Filing Indemnity Covenant as of the Effective Date written above.

INDEMNITOR:

_____
Signature

Print Name: _____

Title (if applicable): _____

Date: _____

INDEMNITEE:

_____
Signature

Print Name: _____

Title (if applicable): _____

Date: _____