

INDEMNITY AGREEMENT FOR FOREIGN WITHHOLDING TAX

This Indemnity Agreement for Foreign Withholding Tax (the "Agreement") is entered into this _____ day of _____, 20____, by and between:

INDEMNITOR: _____, a corporation organized under the laws of _____, with its principal place of business at _____ (hereinafter referred to as the "Indemnitor");

and

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

The Indemnitor and the Indemnitee may collectively be referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Parties have entered into a _____ Agreement dated _____, 20____ (the "Underlying Agreement"), pursuant to which certain payments are to be made by the Indemnitor to the Indemnitee;

WHEREAS, such payments may be subject to foreign withholding taxes, levies, imposts, duties, assessments, or other charges of a similar nature imposed by the tax authorities of _____ (the "Taxing Jurisdiction");

WHEREAS, the Parties desire to allocate the risk and responsibility for any such foreign withholding taxes and to provide for the indemnification of the Indemnitee by the Indemnitor in respect thereof.

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. TAX INDEMNIFICATION

1.1. All payments made by or on behalf of the Indemnitor to the Indemnitee under the Underlying Agreement shall be made free and clear of, and without deduction or withholding for, any and all present or future taxes, levies, imposts, duties, fees, assessments, or other charges of whatever nature now or hereafter imposed, asserted, gathered, or assessed by any governmental, fiscal, or taxing authority in the Taxing Jurisdiction, unless such withholding or deduction is required by applicable law.

1.2. If the Indemnitor is required by applicable law to deduct or withhold any foreign taxes from or in respect of any sum payable to the Indemnitee, then:

(a) the sum payable by the Indemnitor shall be increased as necessary so that after making all required deductions or withholdings (including deductions or withholdings applicable to additional sums payable under this Section), the Indemnitee receives an amount equal to the sum it would have received had no such deductions or withholdings been made;

(b) the Indemnitor shall make such deductions or withholdings in accordance with applicable law; and

(c) the Indemnitor shall timely pay the full amount deducted or withheld to the relevant taxation authority in accordance with applicable law.

2. INDEMNITY

The Indemnitor hereby agrees to indemnify, defend, and hold harmless the Indemnitee and its affiliates, directors, officers, employees, and agents from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses, or disbursements (including reasonable legal fees and expenses) arising out of or in connection with any failure by the Indemnitor to make any required deduction or withholding, or to pay the full amount of such deduction or withholding to the relevant tax authority, or any additional foreign withholding taxes, interest, or penalties that may be assessed against the Indemnitee by the Taxing Jurisdiction in connection with payments under the Underlying Agreement.

3. PROOF OF PAYMENT

Within _____ days after the date of any payment of foreign withholding taxes by the Indemnitor, the Indemnitor shall furnish to the Indemnitee the original or a certified copy of a receipt issued by the relevant taxing authority evidencing such payment, or other evidence of payment reasonably satisfactory to the Indemnitee.

4. NOTIFICATION AND CLAIMS

If the Indemnitee receives any notice, assessment, or letter from any taxing authority in the Taxing Jurisdiction indicating that foreign withholding taxes, interest, or penalties are due or under review in connection with payments under the Underlying Agreement, the Indemnitee shall promptly notify the Indemnitor in writing. The Indemnitor shall have the right, at its own expense, to contest, compromise, or settle any such tax claim, provided that the Indemnitor shall consult with the Indemnitee and shall not settle any claim in a manner that adversely affects the Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld.

5. COOPERATION

The Parties shall cooperate fully with each other in connection with any tax audits, inquiries, or proceedings relating to foreign withholding taxes covered by this Agreement, including providing necessary documentation, certificates of residency, or other forms required to reduce or eliminate the withholding tax rate under any applicable double taxation treaty.

6. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of _____, without giving effect to any choice of law or conflict of law provisions. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in _____.

7. TERM AND SURVIVAL

This Agreement shall remain in effect for as long as any payment obligations remain outstanding under the Underlying Agreement, and the indemnification obligations contained herein shall survive the termination or expiration of the Underlying Agreement and this Agreement for a period of _____ years, or until the expiration of the applicable statute of limitations in the Taxing Jurisdiction, whichever is longer.

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

INDEMNITOR:

By: _____
Name: _____
Title: _____

INDEMNITEE:

By: _____
Name: _____
Title: _____