

AGREEMENT FOR INDEMNIFICATION OF PRIOR TAX ASSESSMENTS

This Agreement for Indemnification of Prior Tax Assessments (the "Agreement") is entered into as of this _____ day of _____, by and between:

Indemnitor: _____, residing at/having its principal place of business at

and

Indemnitee: _____, residing at/having its principal place of business at

.

RECITALS

WHEREAS, the Parties have entered into a transaction or relationship pursuant to

dated _____ (the "Transaction"); and

WHEREAS, there is a possibility that tax authorities may issue retroactive tax assessments, audits, reviews, or demands relating to periods prior to the closing or effective date of the Transaction; and

WHEREAS, the Indemnitor has agreed to indemnify and hold harmless the Indemnitee against any such retroactive or prior tax liabilities under the terms and conditions set forth herein;

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 OBLIGATION

The Indemnitor hereby agrees to defend, indemnify, and hold harmless the Indemnitee, its affiliates, officers, directors, employees, and agents from and against any and all taxes, levies, imposts, duties, charges, or withholdings of any nature, including any interest, penalties, additions to tax, or additional amounts imposed by any federal, state, local, or foreign taxing authority (collectively, "Taxes"), arising out of, relating to, or resulting from any tax periods ending on or before _____, or for the portion of any straddle period ending on such date.

2. NOTICE OF CLAIM

The Indemnitee shall promptly notify the Indemnitor in writing upon receipt of any notice of audit, assessment, demand, or inquiry from any tax authority regarding Taxes covered under this Agreement. Failure to provide prompt notice shall not relieve the Indemnitor of its obligations under this Agreement, except to the extent that the Indemnitor is actually and materially prejudiced by such failure.

3. CONTROL OF TAX PROCEEDINGS

The Indemnitor shall have the right, at its own expense, to control the defense, compromise, or settlement of any audit, examination, or proceeding relating to Taxes for which indemnification is sought hereunder, provided that:

- a. The Indemnitor shall keep the Indemnitee fully informed of the progress of such proceeding;
- b. The Indemnitee shall have the right to participate in such proceeding at its own expense; and
- c. The Indemnitor shall not settle or compromise any such proceeding without the prior written consent of the Indemnitee,

which consent shall not be unreasonably withheld, conditioned, or delayed, if such settlement would have a material adverse impact on the Indemnitee's tax position for future periods.

4. PAYMENT OF INDEMNITY CLAIMS

The Indemnitor shall pay to the Indemnitee any amount due under this Agreement within _____ business days after receipt of written demand from the Indemnitee, accompanied by reasonable documentation verifying the amount of the Tax liability, regardless of whether such Tax liability has been paid by the Indemnitee to the taxing authority or is still outstanding.

5. TERM AND SURVIVAL

This Agreement and the indemnification obligations contained herein shall survive the closing of the Transaction and shall remain in full force and effect until _____ days after the expiration of the applicable statute of limitations for the assessment of the Taxes in question.

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. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire understanding between the Parties regarding retroactive tax indemnification and supersedes all prior discussions or agreements. This Agreement may not be amended or modified except by a written instrument signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Indemnification of Prior Tax Assessments as of the date first written above.

INDEMNITOR:

By: _____

Name: _____

Title: _____

Date: _____

INDEMNITEE:

By: _____

Name: _____

Title: _____

Date: _____