

MUTUAL TAX INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Mutual Tax Indemnification and Hold Harmless Agreement (the "Agreement") is entered into as of this _____ day of _____, 20_____, by and between:

Party A: _____, residing at or having its principal place of business at _____,

and

Party B: _____, residing at or having its principal place of business at _____ (each individually referred to as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the Parties have filed, or may file, certain joint, consolidated, or combined tax returns, or have otherwise engaged in transactions where they may be held jointly and severally liable to tax authorities for certain tax periods; and

WHEREAS, the Parties desire to allocate and determine their respective responsibilities and liabilities for any taxes, interest, penalties, and additions to tax arising from or relating to such joint liabilities, and to indemnify and hold each other harmless from and against such liabilities in accordance with the terms 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. ALLOCATION OF TAX LIABILITY

The Parties hereby agree that any tax liabilities, including but not limited to federal, state, local, or foreign income, franchise, sales, use, transfer, or other taxes, together with any interest, penalties, or additions to tax, arising from or related to the joint and several tax returns or transactions for the tax periods ending _____ (the "Covered Period"), shall be allocated between the Parties as follows:

- a. Party A shall be solely responsible for _____ % of the total tax liability.
- b. Party B shall be solely responsible for _____ % of the total tax liability.

2. INDEMNIFICATION AND HOLD HARMLESS

- a. **Indemnification by Party A:** Party A hereby agrees to defend, indemnify, and hold harmless Party B from and against any and all taxes, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' and accountants' fees) arising out of, resulting from, or relating to any tax liability allocated to Party A under Section 1 of this Agreement.
- b. **Indemnification by Party B:** Party B hereby agrees to defend, indemnify, and hold harmless Party A from and against any and all taxes, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' and accountants' fees) arising out of, resulting from, or relating to any tax liability allocated to Party B under Section 1 of this Agreement.

3. COOPERATION AND TAX AUDITS

- a. The Parties shall cooperate fully with each other in connection with the preparation, filing, and audit of any tax returns covered by this Agreement, and in connection with any administrative or judicial proceedings relating to taxes subject to this Agreement.
- b. Each Party shall promptly notify the other Party in writing upon receipt of any notice, inquiry, audit, or assessment from

any tax authority regarding any joint tax liability covered by this Agreement.

- c. Neither Party shall settle, compromise, or concede any tax audit, claim, or assessment that impacts the tax liability of the other Party without the prior written consent of such other Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

4. PAYMENTS AND REIMBURSEMENT

Any indemnification payment required to be made by one Party to the other Party under this Agreement shall be made within _____ days of receipt of a written demand from the indemnified Party, accompanied by reasonable documentation establishing the amount of the tax liability paid or to be paid.

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 located in _____.

6. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, or negotiations, whether written or oral. This Agreement may only be amended, modified, or supplemented by a written instrument signed by both Parties.

7. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, heirs, and legal representatives.

IN WITNESS WHEREOF, the Parties hereto have executed this Mutual Tax Indemnification and Hold Harmless Agreement as of the date first above written.

PARTY A:

PARTY B:

Signature

Signature

Printed Name

Printed Name

Title (if applicable)

Title (if applicable)

Date

Date