

## TAX INDEMNITY AGREEMENT

This Tax Indemnity Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Indemnitor:** \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Indemnitor");

AND

**Indemnitee:** \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Indemnitee").

Indemnitor and Indemnitee are collectively referred to herein as the "Parties" and individually as a "Party."

### RECITALS

WHEREAS, the Parties have entered into that certain \_\_\_\_\_ Agreement dated as of \_\_\_\_\_, 20\_\_\_\_ (the "Transaction Agreement"); and

WHEREAS, as a condition to the transactions contemplated under the Transaction Agreement, the Indemnitor has agreed to provide indemnification to the Indemnitee for certain tax liabilities as 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. TAX INDEMNIFICATION

- a. The Indemnitor hereby agrees to indemnify, defend, and hold harmless the Indemnitee, its affiliates, officers, directors, employees, and agents from and against any and all taxes, losses, claims, liabilities, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of, resulting from, or relating to:
  - i. Any and all Taxes imposed on or with respect to \_\_\_\_\_ for any taxable period ending on or before \_\_\_\_\_, 20\_\_\_\_;
  - ii. Any and all Taxes resulting from a breach of any representation, warranty, or covenant made by the Indemnitor in Section \_\_\_\_\_ of the Transaction Agreement or this Agreement; and
  - iii. Any transfer, stamp, documentary, sales, use, or other similar Taxes incurred in connection with the transactions contemplated by the Transaction Agreement.

### 2. EXCLUSIONS

The Indemnitor shall have no obligation to indemnify the Indemnitee under Section 1 of this Agreement for any Taxes to the extent that such Taxes:

- a. Are attributable to any transaction or action taken by the Indemnitee after the date hereof outside the ordinary course of business; or
- b. Have been specifically reflected as a liability or reserve on the financial statements of \_\_\_\_\_ as of \_\_\_\_\_, 20\_\_\_\_.

### 3. CLAIMS AND PROCEDURES

- a. If the Indemnitee receives notice of any pending or threatened tax audit, assessment, or claim (a "Tax Claim") that could give

rise to an indemnification payment under this Agreement, the Indemnitee shall promptly notify the Indemnitor in writing of such Tax Claim

- b. The Indemnitor shall have the right, at its own expense, to control the defense, compromise, or settlement of any such Tax Claim, provided that the Indemnitor diligently pursues such defense and keeps the Indemnitee reasonably informed.
- c. The Indemnitee shall have the right to participate in the defense of any Tax Claim at its own expense. The Indemnitor shall not settle or compromise any Tax Claim without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld, conditioned, or delayed.

**4. PAYMENT**

Any payment required to be made by the Indemnitor under this Agreement shall be made in immediately available funds to the bank account designated by the Indemnitee within \_\_\_\_\_ business days after written demand therefor by the Indemnitee, accompanied by reasonable supporting documentation of the underlying tax liability.

**5. COOPERATION**

The Parties shall cooperate fully with each other in connection with the preparation and filing of any tax returns, and any audit, litigation, or other proceeding with respect to Taxes. Such cooperation shall include the retention and provision of records and information reasonably relevant to any such tax return or proceeding.

**6. 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 choice 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 agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written.
- b. **Amendments:** This Agreement may be amended, modified, or supplemented only by a written instrument executed by both Parties.
- c. **Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

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

**INDEMNITOR:**

**INDEMNITEE:**

By:

By:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_