

FATCA INDEMNITY AGREEMENT

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

Indemnifying Party:

Name/Entity: _____

Address: _____

Tax Identification Number (if applicable): _____

and

Indemnity Beneficiary:

Name/Entity: _____

Address: _____

Tax Identification Number (if applicable): _____

RECITALS

WHEREAS, the Indemnifying Party and the Indemnity Beneficiary have entered into, or are entering into, certain commercial, financial, or investment relationships pursuant to an agreement dated _____ (the "Underlying Agreement"); and

WHEREAS, the Indemnity Beneficiary is required to comply with the Foreign Account Tax Compliance Act ("FATCA") provisions of the U.S. Internal Revenue Code, associated regulations, and any applicable Intergovernmental Agreement ("IGA") entered into in connection therewith; and

WHEREAS, to ensure compliance with FATCA and to allocate responsibility for any potential withholding tax, penalties, interest, or other liabilities arising under FATCA, the Parties have agreed to enter into this Agreement.

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. DEFINITIONS

1. **"FATCA"** means Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules, or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code.
2. **"FATCA Withholding"** means any withholding or deduction required pursuant to FATCA.
3. **"Tax"** means any tax, assessment, duty, levy, or other charge imposed by any governmental or taxing authority, including any interest, penalties, or additions to tax associated therewith.

2. REPRESENTATIONS AND WARRANTIES

The Indemnifying Party represents, warrants, and covenants to the Indemnity Beneficiary that:

1. It is, and will remain, in compliance with all applicable requirements of FATCA.
2. It has provided, and will continue to provide, to the Indemnity Beneficiary accurate, complete, and signed Internal Revenue Service ("IRS") Form W-8 (e.g., W-8BEN, W-8BEN-E, W-8IMY, W-8ECI) or Form W-9, as applicable, or any successor form, establishing its status under FATCA.
3. It will notify the Indemnity Beneficiary in writing within _____ days of any change in circumstances that affects its FATCA status or causes any representation, warranty, or documentation previously provided to become incorrect, incomplete, or obsolete.

3. INDEMNIFICATION

1. The Indemnifying Party hereby agrees to indemnify, defend, and hold harmless the Indemnity Beneficiary, its affiliates, directors, officers, employees, agents, and successors from and against any and all losses, claims, damages, liabilities, demands, costs, assessments, and expenses (including reasonable legal and professional fees) arising out of, resulting from, or in connection with:
 - a. Any failure by the Indemnifying Party to comply with its obligations, representations, or warranties under this Agreement or FATCA;
 - b. Any inaccurate, incomplete, misleading, or outdated documentation, certification, or representation provided by the Indemnifying Party for FATCA compliance purposes; and
 - c. Any FATCA Withholding, interest, penalties, or additions to tax imposed by the IRS or any other taxing authority resulting from the Indemnifying Party's status, classification, or failure to provide necessary documentation.

2. The indemnification obligations under this Section shall survive the termination or expiration of this Agreement and the Underlying Agreement.

4. COOPERATION

The Indemnifying Party agrees to cooperate fully with the Indemnity Beneficiary and to provide any additional information, documentation, or assistance reasonably requested by the Indemnity Beneficiary to comply with its reporting, withholding, or other obligations under FATCA.

5. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of _____, without giving effect to any conflict of law principles. 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 regarding FATCA indemnification and supersedes all prior agreements, understandings, or representations, whether written or oral. This Agreement may not be amended except in writing signed by authorized representatives of both Parties.

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

INDEMNIFYING PARTY:

By: _____
Name: _____
Title: _____
Date: _____

INDEMNITY BENEFICIARY:

By: _____
Name: _____
Title: _____
Date: _____