

TAX WITHHOLDING INDEMNITY AGREEMENT

This Tax Withholding Indemnity Agreement (the "Agreement") is entered into as of _____, 20_____, by and between:

Indemntor: _____, with a principal place of business or residence at _____ (hereinafter referred to as the "Indemntor"),

and

Indemnitee: _____, with a principal place of business or residence at _____ (hereinafter referred to as the "Indemnitee").

RECITALS

WHEREAS, the Indemntor and the Indemnitee have entered into a _____ Agreement dated _____, 20_____ (the "Underlying Agreement"); and

WHEREAS, transactions, payments, or transfers of value pursuant to the Underlying Agreement may be subject to withholding taxes under the laws of _____; and

WHEREAS, the parties intend that the Indemntor shall bear full responsibility and liability for any and all withholding tax obligations arising from or related to payments made under the Underlying Agreement, and shall fully indemnify the Indemnitee against any such liabilities.

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 REPRESENTATION AND STATUS

The Indemntor represents and warrants that it is a resident for tax purposes in _____ and that it shall provide to the Indemnitee, upon request, a properly completed and executed Form _____, Certificate of Tax Residency, or any other tax documentation required to substantiate any exemption from or reduction in withholding tax rates.

2. INDEMNIFICATION OBLIGATION

The Indemntor hereby agrees to indemnify, defend, and hold harmless the Indemnitee and its affiliates, officers, directors, employees, and agents from and against any and all taxes, withholding taxes, interest, penalties, additions to tax, costs, expenses, and liabilities (including reasonable legal and professional fees) arising out of or in connection with:

- (a) Any failure by the Indemnitee to withhold taxes from any payments made to the Indemntor under the Underlying Agreement, whether such failure is based on representations made by the Indemntor or otherwise;
- (b) Any determination by a tax authority that additional withholding tax, interest, or penalties are due with respect to payments made under the Underlying Agreement;
- (c) Any inaccuracy, misstatement, or breach of representation made by the Indemntor regarding its tax status, residency, or eligibility for treaty benefits.

3. COOPERATION AND NOTIFICATION

In the event that the Indemnitee receives any notice, assessment, or demand from any taxing authority regarding withholding tax liability subject to indemnification hereunder, the Indemnitee shall promptly notify the Indemntor in writing. The Indemntor shall, at its own expense, provide all reasonable assistance, documentation, and information requested by the Indemnitee to dispute, contest, or resolve such tax assessment or claim.

4. PAYMENT OF INDEMNITY

Any payment due from the Indemnitor to the Indemnitee under this Agreement shall be made within _____ business days of written demand by the Indemnitee, accompanied by reasonable documentation demonstrating the tax liability, assessment, or payment made by the Indemnitee.

5. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of _____, without regard to its 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 concerning the subject matter hereof and supersedes all prior agreements, understandings, or representations. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

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

INDEMNITOR:

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

INDEMNITEE:

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