

FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) INDEMNITY AGREEMENT

This Foreign Account Tax Compliance Act Indemnity Agreement (the "Agreement") is entered into as of this _____ day of _____, 20____ (the "Effective Date"), by and between:

INDEMNIFYING PARTY:

_____, a company incorporated under the laws of _____, having its registered office at _____ (hereinafter referred to as the "Indemnifying Party").

AND

INDEMNIFIED PARTY:

_____, a company incorporated under the laws of _____, having its registered office at _____ (hereinafter referred to as the "Indemnified Party").

The Indemnifying Party and the Indemnified Party may collectively be referred to as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the Parties have entered into, or may enter into, certain business transactions, financial accounts, or commercial agreements (the "Underlying Agreement(s)");

WHEREAS, the Indemnified Party is subject to reporting, withholding, and compliance obligations under the Foreign Account Tax Compliance Act ("FATCA"), enacted as part of the Hiring Incentives to Restore Employment Act, and the regulations promulgated thereunder, as well as any applicable Intergovernmental Agreements (IGA) entered into in connection with FATCA;

WHEREAS, to ensure compliance with FATCA and to mitigate risks of withholding taxes, interest, penalties, or other liabilities, the Indemnified Party requires certain documentation, representations, and indemnification from the Indemnifying Party regarding its FATCA status;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. REPRESENTATIONS AND WARRANTIES

The Indemnifying Party hereby represents, warrants, and covenants to the Indemnified Party that:

- a. It has provided the Indemnified Party with a valid, accurate, and complete United States Internal Revenue Service ("IRS") Form W-8 (e.g., W-8BEN, W-8BEN-E, W-8IMY, W-8ECI, W-8EXP) or Form W-9, as applicable, and any other relevant documentation establishing its FATCA status.
- b. Its Global Intermediary Identification Number (GIIN) is _____ (if applicable).
- c. Its FATCA classification status is _____.
- d. The information, representations, and status certified in any tax form or documentation provided to the Indemnified Party are, and shall remain, true, correct, and complete.
- e. It will immediately notify the Indemnified Party in writing, and in no event later than _____ days, of any change in circumstances that causes any representation, warranty, covenant, or tax form provided to become incorrect, incomplete, or obsolete, and will promptly provide updated and valid documentation.

2. INDEMNIFICATION

- a. The Indemnifying Party hereby agrees to indemnify, defend, and hold harmless the Indemnified Party, its affiliates, directors, officers, employees, agents, and successors from and against any and all losses, liabilities, damages, claims, costs, expenses, interest, penalties, and additions to tax (including, without limitation, reasonable attorneys' fees and expenses) arising out of, resulting from, or in connection with:
 - i. Any failure by the Indemnifying Party to provide timely, accurate, complete, or updated tax documentation (including IRS

Forms W-8 or W-9) as required under FATCA or this Agreement;

- ii. Any inaccuracy, misrepresentation, or breach of any representation, warranty, or covenant contained in this Agreement or on any tax form provided by the Indemnifying Party; or
 - iii. The imposition of any withholding tax under Section 1471 or 1472 of the IRS Code, or any associated penalties and interest, resulting from the Indemnifying Party's non-compliance or status for FATCA purposes.
- b. The indemnification obligation under this Section shall apply regardless of whether the liability arises from a direct claim by a governmental or regulatory authority, or from a claim by a third party.

3. PAYMENTS AND TAX WITHHOLDING

If the Indemnified Party is required by law to make any deduction or withholding under or in connection with FATCA from any payment due to the Indemnifying Party, the Indemnified Party shall be entitled to make such deduction or withholding, and the amount of the payment due shall be reduced by the amount of such deduction or withholding. The Indemnified Party shall not be required to increase or "gross-up" any payment on account of any such withholding or deduction.

4. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of _____, without giving effect to any choice of law principles. The Parties hereby submit to the exclusive jurisdiction of the courts located in _____.

5. TERM AND SURVIVAL

This Agreement shall remain in effect for as long as any Underlying Agreement is active, or as long as any payment obligation or potential tax liability under FATCA remains outstanding between the Parties. The indemnification obligations contained in Section 2 shall survive the termination or expiration of this Agreement and any Underlying Agreement, and shall remain in effect until the expiration of the applicable statute of limitations.

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

For and on behalf of:

(Indemnifying Party)

By:
Name:
Title:

For and on behalf of:

(Indemnified Party)

By:
Name:
Title: