

RETROACTIVE TAX INDEMNIFICATION AGREEMENT

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

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

and

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

The Indemnitor and the Indemnitee may collectively be referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Parties previously entered into a certain agreement, transaction, or business arrangement dated _____ regarding _____ (the "Transaction"); and

WHEREAS, there exists a possibility that tax authorities may issue retroactive tax assessments, audits, adjustments, levies, or claims (collectively, "Retroactive Tax Assessments") against the Indemnitee arising out of, related to, or in connection with the Transaction for the tax periods spanning from _____ to _____; and

WHEREAS, as a condition to the Transaction and to allocate the risk of such potential Retroactive Tax Assessments, the Indemnitor has agreed to fully indemnify and hold harmless the Indemnitee under the terms and conditions 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. INDEMNIFICATION OBLIGATION

The Indemnitor hereby covenants and agrees to indemnify, defend, and hold harmless the Indemnitee, its affiliates, officers, directors, employees, agents, and successors from and against any and all liabilities, losses, damages, claims, costs, and expenses (including, without limitation, reasonable attorneys' fees, accountant fees, court costs, interest, penalties, and additions to tax) arising out of, resulting from, or in connection with any Retroactive Tax Assessments levied by any federal, state, local, or foreign tax authority associated with the Transaction for the specified tax periods.

2. NOTIFICATION OF CLAIMS

The Indemnitee shall promptly notify the Indemnitor in writing of any notice, inquiry, audit, or assessment received from any tax authority that may give rise to a claim for indemnification under this Agreement. Such notice shall be sent within _____ business days of receipt by the Indemnitee. Failure to provide timely notice shall not relieve the Indemnitor of its obligations under this Agreement, except to the extent that the Indemnitor's defense of such claim is materially prejudiced by the delay.

3. DEFENSE AND SETTLEMENT OF TAX CLAIMS

The Indemnitor shall have the right, at its own expense, to participate in or assume the defense, audit representation, or negotiation of any Retroactive Tax Assessment, provided that:

1. The Indemnitor acknowledges in writing its unconditional obligation to indemnify the Indemnitee for the full amount of any liability resulting from the assessment.
2. The Indemnitor employs legal counsel and tax professionals reasonably acceptable to the Indemnitee.
3. No settlement or compromise of any tax claim that could adversely affect the ongoing tax position of the Indemnitee may be

entered into without the prior written consent of the Indemnitee.

4. PAYMENT OF INDEMNITY

The Indemnitor shall pay to the Indemnitee any amounts due under this Agreement within _____ days of a written demand by the Indemnitee, accompanied by reasonable documentation verifying the amount of the retroactive tax liability, interest, penalty, or expense incurred or to be incurred.

5. TERM AND SURVIVAL

This Agreement and the indemnification obligations hereunder shall survive the closing of the Transaction and shall remain in full force and effect until _____ calendar days following the expiration of the applicable statute of limitations for the relevant tax periods, including any extensions or waivers thereof.

6. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed, interpreted, and governed by the laws of the State 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 _____.

7. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire agreement between the Parties regarding retroactive tax indemnification and supersedes all prior discussions, negotiations, or agreements. This Agreement may only be amended, modified, or supplemented by a written instrument executed by both Parties.

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

INDEMNITOR:

By:

Name:

Title:

Date:

INDEMNITEE:

By:

Name:

Title:

Date: