

FATCA LIABILITY AND INDEMNITY RELEASE AGREEMENT

This Foreign Account Tax Compliance Act (FATCA) Liability and Indemnity Release Agreement (the "Agreement") is entered into as of _____, by and between:

The Indemnifying Party:

Name/Entity: _____

Address: _____

Tax Identification Number / GIIN: _____

(hereinafter referred to as the "Indemnitor")

and

The Indemnified Party:

Name/Entity: _____

Address: _____

(hereinafter referred to as the "Indemnified Party")

1. BACKGROUND AND RECITALS

WHEREAS, the Indemnified Party is subject to the compliance and reporting requirements of the Foreign Account Tax Compliance Act ("FATCA") provisions of the U.S. Internal Revenue Code, associated regulations, and applicable intergovernmental agreements (IGAs); and

WHEREAS, the Indemnitor has established, or is in the process of establishing, a business or financial relationship with the Indemnified Party; and

WHEREAS, to facilitate this relationship and ensure compliance with FATCA, the Indemnitor has provided certain tax documentations, certifications, self-declarations, and representations regarding its FATCA status;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

2. REPRESENTATIONS AND WARRANTIES

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

- a. All information, tax forms (including but not limited to IRS Forms W-8BEN, W-8BEN-E, W-8IMY, W-9, or equivalent self-certifications), and documentation provided by the Indemnitor to the Indemnified Party are true, correct, complete, and up-to-date.
- b. The Indemnitor's FATCA classification as declared is _____.
- c. The Indemnitor will immediately notify the Indemnified Party in writing, and in no event later than _____ days, of any change in circumstances that affects the Indemnitor's FATCA status or causes any representation, warranty, or certification made herein to become incorrect, incomplete, or obsolete.

3. INDEMNIFICATION

- a. The Indemnitor 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 liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses, or disbursements (including reasonable attorneys' fees and accounting fees) of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Indemnified Party arising out of or in connection with:
 - i. Any failure by the Indemnitor to comply with its obligations under FATCA or this Agreement;
 - ii. Any inaccuracy, misrepresentation, or omission in any tax form, documentation, or certification provided by the Indemnitor;

- iii. Any withholding taxes, interest, penalties, or additions to tax imposed by the U.S. Internal Revenue Service (IRS) or any other tax authority resulting from the Indemnified Party's reliance on the representations, warranties, or documentation provided by the Indemnitor.
- b. This indemnification shall survive the termination of this Agreement and the termination of any business or financial relationship between the Indemnitor and the Indemnified Party.

4. RELEASE OF LIABILITY

The Indemnitor hereby releases and forever discharges the Indemnified Party from any and all liability, claims, demands, or causes of action arising from any withholding of funds, freezing of accounts, or reporting of information to tax authorities, where such actions were taken by the Indemnified Party in good faith compliance, or attempted compliance, with FATCA regulations and requirements.

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 _____.

IN WITNESS WHEREOF, the parties hereto have executed this FATCA Liability and Indemnity Release Agreement as of the date first written above.

INDEMNITOR:

INDEMNIFIED PARTY:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____