

TAX INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Tax Indemnification and Hold Harmless Agreement (the "Agreement") is entered into as of _____, 20_____, by and between:

Indemnitor: _____, residing at/having its principal place of business at _____ (hereinafter referred to as the "Indemnitor"),

and

Indemnitee: _____, residing at/having its principal place of business at _____ (hereinafter referred to as the "Indemnitee").

RECITALS

WHEREAS, the parties have entered into a business relationship or transaction pursuant to _____ dated _____, 20_____, (the "Underlying Agreement"); and

WHEREAS, in connection with the Underlying Agreement, certain tax liabilities may arise; and

WHEREAS, the Indemnitor has agreed to indemnify and hold harmless the Indemnitee from and against any and all such tax liabilities 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. TAX INDEMNIFICATION

The Indemnitor hereby agrees to indemnify, defend, and hold harmless the Indemnitee, its affiliates, officers, directors, employees, and agents from and against any and all taxes, assessments, levies, imposts, duties, or other charges of a similar nature (including, without limitation, income, sales, use, excise, transfer, or withholding taxes), together with any interest, penalties, additions to tax, or additional amounts imposed by any federal, state, local, or foreign taxing authority (collectively, "Tax Liabilities"), arising out of, resulting from, or in connection with:

1. Any breach of any tax representation, warranty, or covenant made by the Indemnitor in the Underlying Agreement or this Agreement;
2. The transaction(s) contemplated under the Underlying Agreement, specifically relating to _____; or
3. Any tax liability allocated to the Indemnitor under applicable law or the terms of the Underlying Agreement.

2. NOTICE OF CLAIM

The Indemnitee shall promptly notify the Indemnitor in writing of any pending or threatened tax audit, assessment, claim, or proceeding (a "Tax Claim") that could give rise to a claim for indemnification under this Agreement. Failure to provide prompt notice shall not relieve the Indemnitor of its obligations hereunder, except to the extent that the Indemnitor is actually and materially prejudiced by such failure.

3. CONTROL OF DEFENSE

The Indemnitor shall have the right, at its own expense, to participate in or assume the defense of any Tax Claim, provided that the Indemnitor acknowledges in writing its unconditional obligation to indemnify the Indemnitee. The Indemnitee shall cooperate

fully with the Indemnitor and its representatives in the defense or settlement of any such Tax Claim. The Indemnitor shall not settle or compromise any Tax Claim without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld, conditioned, or delayed.

4. PAYMENT OF INDEMNIFICATION

Any indemnification payment required to be made by the Indemnitor under this Agreement shall be made in immediately available funds within _____ days after written demand by the Indemnitee, accompanied by reasonable documentation substantiating the amount of the Tax Liability.

5. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without giving effect to any principles of conflicts of law. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in _____.

6. ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the entire agreement between the parties regarding tax indemnification and supersedes all prior agreements, understandings, or representations, whether oral or written. This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Tax Indemnification and Hold Harmless Agreement as of the date first written above.

INDEMNITOR:

By: _____

Name: _____

Title: _____

Date: _____

INDEMNITEE:

By: _____

Name: _____

Title: _____

Date: _____