

WITHHOLDING TAX INDEMNITY LETTER AGREEMENT

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

Indemnitator: _____, a corporation organized and existing under the laws of _____, with its principal office located at _____ (hereinafter referred to as the "Indemnitator"); and

Indemnitee: _____, a corporation organized and existing under the laws of _____, with its principal office located at _____ (hereinafter referred to as the "Indemnitee").

WHEREAS, the Indemnitator and the Indemnitee are parties to that certain _____ Agreement, dated as of _____, 20____ (as amended, supplemented, or otherwise modified from time to time, the "Underlying Agreement"); and

WHEREAS, pursuant to the Underlying Agreement, certain payments may be subject to withholding taxes, deductions, or assessments imposed by taxing authorities;

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 hereto agree as follows:

1. **Tax Indemnity.** The Indemnitator hereby unconditionally and irrevocably agrees to indemnify, defend, and hold harmless the Indemnitee, its affiliates, directors, officers, employees, and agents (each an "Indemnified Party") from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), interest, penalties, and additions to tax resulting from, arising out of, or in connection with any failure to withhold, or any under-withholding of, any taxes (including but not limited to federal, state, local, or foreign withholding taxes) required by law to be withheld from any payments made by the Indemnitator to the Indemnitee under the Underlying Agreement.
2. **Gross-Up.** All payments made by the Indemnitator under this Agreement or the Underlying Agreement shall be made free and clear of, and without reduction or withholding for, any taxes. If the Indemnitator is required by law to withhold or deduct any taxes from any such payment, the Indemnitator shall pay such additional amounts ("Gross-Up Payments") as may be necessary to ensure that the Indemnitee receives and retains a net amount equal to the full amount it would have received had no such withholding or deduction been required.
3. **Notification and Cooperation.**
 - a. The Indemnitee shall promptly notify the Indemnitator in writing of any claim, audit, inquiry, or assessment by any taxing authority regarding any withholding tax matter covered by this Agreement.
 - b. The parties shall cooperate in good faith, providing such information and documentation as may be reasonably requested, to minimize any applicable withholding taxes, establish exemptions, or contest any tax assessments.
4. **Contest of Claims.** The Indemnitator shall have the right, at its own expense, to contest and control the defense of any claim or assessment concerning withholding taxes covered by this Agreement, provided that (a) the Indemnitator diligently pursues such contest, (b) the Indemnitator keeps the Indemnitee fully informed of all developments, and (c) such contest does not materially prejudice the business or financial standing of the Indemnitee.
5. **Representations and Warranties.** The Indemnitator represents and warrants that it has the corporate power and authority to enter into and perform its obligations under this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of the Indemnitator, enforceable in accordance with its terms.
6. **Term and Termination.** This Agreement shall survive the expiration or termination of the Underlying Agreement and

shall remain in full force and effect until the expiration of the applicable statute of limitations for the assessment of any withholding taxes subject to indemnity hereunder.

7. **Governing Law; Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of _____, without regard to principles of conflicts of law. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in _____.

8. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. 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 Withholding Tax Indemnity Letter Agreement as of the date first written above.

INDEMNITOR:

INDEMNITEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____