

**DEED OF INDEMNITY**  
**(INDIRECT TAX LIABILITIES)**

This Deed of Indemnity (the "Deed") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between:

1.

\_\_\_\_\_ having its registered office / residing at \_\_\_\_\_

(hereinafter referred to as the "**Indemnifier**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns);

**AND**

2.

\_\_\_\_\_ having its registered office / residing at \_\_\_\_\_

(hereinafter referred to as the "**Indemnity Holder**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns).

**RECITALS**

**WHEREAS:**

A. The Indemnifier and the Indemnity Holder have entered into a transaction, agreement, or arrangement dated \_\_\_\_\_ relating to \_\_\_\_\_

(the "Underlying Agreement").

B. In connection with the performance of transactions, provision of goods, services, or assets under the Underlying Agreement, certain indirect tax liabilities, including but not limited to value added tax (VAT), goods and services tax (GST), sales tax, service tax, customs duties, excise duties, levies, surcharges, or any other transaction taxes (collectively, "Indirect Taxes") may arise.

C. The Indemnifier has agreed to indemnify and hold harmless the Indemnity Holder from and against any and all Indirect Tax liabilities, claims, assessments, fines, penalties, interest, and costs that may be imposed on or incurred by the Indemnity Holder arising out of or in connection with the transactions contemplated under the Underlying Agreement.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

**1. Definitions & Interpretation**

In this Deed, unless the context otherwise requires, capitalized terms not defined herein shall have the meanings ascribed to them in the Underlying Agreement. "Indirect Tax Liability" shall mean any liability for Indirect Taxes, including any interest, penalties, fines, or legal costs related thereto, asserted, assessed, or levied by any competent tax authority.

**2. Indemnity**

The Indemnifier hereby unconditionally, irrevocably, and solely covenants and agrees to indemnify, defend, and hold harmless the Indemnity Holder, its affiliates, directors, officers, employees, and agents, immediately upon demand, from and against any and all losses, damages, liabilities, claims, demands, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and litigation expenses) arising out of, resulting from, or in connection with:

a. Any non-payment, under-payment, or delayed payment of Indirect Taxes payable in respect of any transaction under the

Underlying Agreement;

- b. Any non-compliance, failure to file returns, or failure to register for Indirect Tax purposes by the Indemnifier as required by applicable laws;
- c. Any denial, rejection, or reduction of input tax credits, rebates, or refunds claimed by the Indemnity Holder due to any act, omission, default, or systemic failure of the Indemnifier; and
- d. Any tax assessment, audit, inquiry, or demand initiated by any tax authority concerning the transactions under the Underlying Agreement.

**3. Claim Procedure**

- a. The Indemnity Holder shall promptly notify the Indemnifier in writing upon becoming aware of any claim, notice, assessment, or audit from a tax authority that may give rise to a claim under this Deed. The failure to provide prompt notice shall not relieve the Indemnifier of its obligations hereunder, except to the extent the Indemnifier is materially prejudiced by such failure.
- b. The Indemnifier shall, at its own expense, have the right to contest, defend, or settle any such tax claim, provided that it first secures the prior written consent of the Indemnity Holder (which consent shall not be unreasonably withheld, conditioned, or delayed).
- c. The Indemnity Holder shall reasonably cooperate with the Indemnifier, at the Indemnifier's expense, in contesting any such claim.

**4. Payment Terms**

Any amount payable by the Indemnifier under this Deed shall be paid to the Indemnity Holder in cleared funds within \_\_\_\_\_ business days of a written demand by the Indemnity Holder, without any set-off, counterclaim, restriction, condition, withholding, or deduction of any kind.

**5. Term and Survival**

This Deed shall remain in full force and effect until the expiry of the applicable statute of limitations for the assessment of the relevant Indirect Taxes under applicable law, plus a period of \_\_\_\_\_ months thereafter.

**6. Governing Law and Jurisdiction**

This Deed shall be governed by and construed in accordance with the laws of \_\_\_\_\_

. Any dispute arising out of or in connection with this Deed shall be subject to the exclusive jurisdiction of the courts located in \_\_\_\_\_

**IN WITNESS WHEREOF** The Parties hereto have executed and delivered this Deed of Indemnity on the date and year first written above.

**EXECUTED AND DELIVERED AS A DEED BY THE INDEMNIFIER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

**In the presence of (Witness 1):**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**EXECUTED AND DELIVERED AS A DEED BY THE INDEMNITY HOLDER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

**In the presence of (Witness 2):**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_