

HISTORICAL TAX ASSESSMENT INDEMNITY LETTER

Date: _____

To:

From:

Dear Sir/Madam,

1. BACKGROUND AND RECITALS

This Indemnity Letter (the "Agreement") is entered into in connection with the transaction involving _____ dated as of _____ (the "Transaction Agreement").

The Undersigned (the "Indemnifier") acknowledges that the Recipient (the "Indemnified Party") may be subject to potential tax liabilities, assessments, reassessments, audits, or demands by relevant fiscal authorities relating to tax periods ending on or prior to _____ (the "Historical Tax Period").

To induce the Indemnified Party to consummate the transactions contemplated under the Transaction Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Indemnifier agrees to provide indemnity in accordance with the terms set forth herein.

2. INDEMNIFICATION COVENANT

Subject to the terms of this Agreement, the Indemnifier hereby irrevocably and unconditionally agrees to indemnify, defend, and hold harmless the Indemnified Party, its affiliates, and their respective directors, officers, employees, and agents from and against any and all losses, liabilities, claims, damages, obligations, payments, costs, and expenses (including, without limitation, reasonable legal fees, expert fees, and disbursements) arising out of or resulting from:

- a. Any retroactive, historical, or additional tax assessments, reassessments, audits, or demands levied by any local, state, federal, or international tax authority against the Indemnified Party or its assets, relating to any taxable period (or portion thereof) ending on or before _____.
- b. Any interest, penalties, additions to tax, or fines associated with such historical tax assessments.
- c. Any reasonable costs incurred in contesting, defending, or settling any claim related to such tax liabilities.

3. LIMITATIONS AND CAP ON LIABILITY

The indemnification obligations under this Agreement shall be subject to the following limitations:

- a. **De Minimis Claim:** The Indemnifier shall not be liable for any individual tax assessment that does not exceed _____.
- b. **Maximum Cap:** The aggregate liability of the Indemnifier under this Agreement shall not exceed the absolute sum of _____.
- c. **Survival Period:** The indemnity provided herein shall survive until the expiration of the applicable statute of limitations for the relevant historical tax periods, plus a period of _____ days.

4. CLAIMS PROCEDURE AND NOTIFICATION

The Indemnified Party shall give prompt written notice to the Indemnifier of any notice of assessment, audit commencement, or inquiry received from any tax authority that may give rise to a claim under this Agreement. Such notice shall be delivered within _____ business days of receipt of such tax authority notice.

The Indemnifier shall have the right, at its own expense, to assume and control the defense, compromise, or settlement of any such tax audit or proceeding, provided that the Indemnified Party shall have the right to participate in such proceedings at its own cost. The Indemnifier shall not settle or compromise any tax assessment without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

5. GOVERNING LAW AND JURISDICTION

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of _____. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of _____.

6. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior discussions or understandings. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Historical Tax Assessment Indemnity Letter as of the date first written above.

For and on behalf of the Indemnifier:

Name: _____
Title: _____
Company: _____

For and on behalf of the Indemnified Party:

Name: _____
Title: _____
Company: _____