

SHARE PURCHASE INDIRECT TAX INDEMNITY AGREEMENT

This SHARE PURCHASE INDIRECT TAX INDEMNITY AGREEMENT (this "Agreement") is entered into as of _____, by and between:

The Seller: _____, a company incorporated under the laws of _____, with its registered office located at _____ (hereinafter referred to as the "Seller");

AND

The Buyer: _____, a company incorporated under the laws of _____, with its registered office located at _____ (hereinafter referred to as the "Buyer").

The Seller and the Buyer may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Seller and the Buyer have entered into that certain Share Purchase Agreement dated as of _____ (the "SPA"), pursuant to which the Buyer has agreed to purchase from the Seller, and the Seller has agreed to sell to the Buyer, _____ shares of _____ (the "Company");

WHEREAS, as a condition to the willingness of the Buyer to enter into the SPA and consummate the transactions contemplated thereby, the Parties have agreed to enter into this Agreement to allocate risk and provide indemnification for certain pre-closing Indirect Tax liabilities of the Company.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. DEFINITIONS

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the SPA. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Indirect Taxes" means any value added tax (VAT), goods and services tax (GST), sales tax, use tax, consumption tax, service tax, turnover tax, excise tax, customs duties, or any other similar taxes, duties, levies, or assessments of a similar nature imposed by any Governmental Authority, including any interest, penalties, additions to tax, or additional amounts imposed in connection therewith.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and, with respect to any Straddle Period, the portion of such period ending on and including the Closing Date.

SECTION 2. INDEMNIFICATION

- 1. Indemnity by the Seller:** Subject to the limitations set forth in this Agreement, the Seller hereby agrees to indemnify, defend, and hold harmless the Buyer, its affiliates (including, after the Closing, the Company) (collectively, the "Buyer Indemnified Parties") from and against any and all losses, liabilities, claims, damages, deficiencies, costs, and expenses (including reasonable attorneys' and tax advisors' fees) arising out of, resulting from, or in connection with:
 - a. Any unpaid Indirect Taxes of the Company attributable to any Pre-Closing Tax Period;
 - b. Any breach of any representation or warranty made by the Seller in the SPA or this Agreement regarding Indirect Taxes; and
 - c. Any breach of any covenant or agreement made by the Seller in this Agreement.

SECTION 3. LIMITATIONS ON LIABILITY

- 1. Survival:** The representations, warranties, covenants, and indemnification obligations set forth in this Agreement shall survive the Closing and remain in full force and effect until _____.
- 2. Cap on Indemnity:** The aggregate liability of the Seller for indemnification under this Agreement shall not exceed

3. **De Minimis:** No claim for indemnification under this Agreement shall be made by the Buyer unless the amount of the individual claim exceeds _____.

SECTION 4. CLAIMS PROCEDURE

1. **Notice of Claim:** If any Buyer Indemnified Party receives notice of any tax audit, assessment, dispute, or third-party claim that could give rise to a claim for indemnification under this Agreement (an "Indirect Tax Claim"), the Buyer shall notify the Seller in writing within _____ business days of receiving such notice.
2. **Defense of Claims:** The Seller shall have the right, at its own expense, to assume and control the defense, compromise, or settlement of any such Indirect Tax Claim, provided that the Seller conducts the defense diligently and in good faith. The Buyer shall have the right to participate in the defense of such claim at its own expense.

SECTION 5. PAYMENT TERMS

Any payment required to be made by the Seller to a Buyer Indemnified Party under this Agreement shall be made by wire transfer of immediately available funds to the bank account designated by the Buyer within _____ business days after the final determination of the Indemnified Liability.

SECTION 6. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of _____, without giving effect to any choice of law or conflict of law provisions. Any legal action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts located in _____.

SECTION 7. MISCELLANEOUS

1. **Entire Agreement:** This Agreement, together with the SPA, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral.
2. **Amendments and Waivers:** No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.
3. **Counterparts:** 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 hereto have caused this Share Purchase Indirect Tax Indemnity Agreement to be executed by their duly authorized representatives as of the date first written above.

SELLER:

By:

Name: _____

Title: _____

BUYER:

By:

Name: _____

Title: _____