

TAX REPRESENTATION AND WARRANTY INDEMNITY DEED

THIS DEED IS DATED _____

PARTIES

The Indemnifier: _____

The Beneficiary: _____

RECITALS

Whereas:

1. The Indemnifier and the Beneficiary have entered into a transaction pursuant to _____ dated _____ (the "Transaction Agreement").
2. As a condition to the completion of the transactions contemplated under the Transaction Agreement, the Indemnifier has agreed to enter into this Deed to provide representation, warranties, and indemnities in respect of certain tax matters.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

- a. In this Deed, unless the context otherwise requires, capitalized terms not defined herein shall have the meanings given to them in the Transaction Agreement.
- b. "**Tax Claim**" means any assessment, self-assessment, demand, decision, determination, notice, or other document issued or run by or on behalf of any Tax Authority from which it appears that a liability to Tax has been or may be imposed on the Beneficiary or its Affiliates.
- c. "**Tax Representations and Warranties**" means the representations and warranties set out in Schedule 1 to this Deed.
- d. "**Tax**" or "**Taxes**" means all forms of taxation, duties, levies, imposts, social security contributions, and withholding payments of any jurisdiction, together with any related interest, penalties, and additions thereto.

2. Tax Representations and Warranties

- a. The Indemnifier represents and warrants to the Beneficiary that each of the Tax Representations and Warranties set out in Schedule 1 is true, accurate, and not misleading as of the date of this Deed.
- b. Each of the Tax Representations and Warranties shall be construed as a separate and independent warranty.

3. Tax Indemnity

- a. Subject to the provisions of this Deed, the Indemnifier hereby covenants to pay to the Beneficiary on demand an amount equal to:
 - a. any liability to Tax of the Beneficiary or its Affiliates arising out of, or in connection with, any breach of the Tax Representations and Warranties;
 - b. any liability to Tax of the target entity relating to any period, or transaction occurring, on or before _____; and
 - c. all reasonable costs, disbursements, and expenses (including legal fees) incurred by the Beneficiary or its Affiliates in connection with any successful Tax Claim or enforcement of this Deed.

4. **Limitations on Liability**

- a. The Indemnifier shall not be liable under this Deed in respect of any claim unless the liability of the Indemnifier in respect of such claim exceeds _____.
- b. The maximum aggregate liability of the Indemnifier under this Deed shall be limited to _____.
- c. The Indemnifier shall not be liable for any claim under this Deed unless the Beneficiary has given written notice to the Indemnifier of the claim on or before the _____ anniversary of the date of this Deed.

5. **Conduct of Claims**

- a. If the Beneficiary becomes aware of any Tax Claim which may give rise to a liability under this Deed, the Beneficiary shall as soon as reasonably practicable give written notice of the Tax Claim to the Indemnifier.
- b. The Beneficiary shall take such action as the Indemnifier may reasonably request to dispute, defend, appeal, or compromise the Tax Claim, provided that the Indemnifier indemnifies the Beneficiary to its reasonable satisfaction against all costs and expenses thereby incurred.

6. **Governing Law and Jurisdiction**

- a. This Deed and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of _____.
- b. The parties irrevocably agree that the courts of _____ shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed.

SCHEDULE 1

Tax Representations and Warranties

In witness whereof this document has been executed and delivered as a Deed on the date first written above.

Executed as a **DEED** by
The Indemnifier

Executed as a **DEED** by
The Beneficiary

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

In the presence of Witness:

In the presence of Witness:

Signature: _____

Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____