Global Private M&A Guide - Limited External Content - United States of America

Agreeing to the acquisition agreement → Stamp duty and tax

| Contents |
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| To generate table of contents, right-click here and select **Update Field.** |

# If stamp duty is payable, is it normally shared?

Frequency/market practice: There is no stamp duty in the US.

# Is a separate tax covenant/indemnity or tax deed common?

Frequency/market practice: It is fairly common to have a specific tax covenant/indemnity included in the purchase agreement.

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