

INTERNATIONAL SUBCONTRACTOR TAX WITHHOLDING ACCORD

AGREEMENT TEMPLATE FOR SUBCONTRACTOR FOREIGN TAX WITHHOLDING

This International Subcontractor Tax Withholding Accord (the "Accord") is entered into as of this _____ day of _____, 20____, by and between:

Contractor: _____, a corporation organized under the laws of _____, with its principal place of business at _____ (hereinafter referred to as the "Contractor"),

and

Subcontractor: _____, an independent contractor / entity organized under the laws of _____, residing at/with its principal place of business at _____ (hereinafter referred to as the "Subcontractor").

RECITALS

WHEREAS, Contractor and Subcontractor have entered into a primary service or subcontract agreement (the "Main Agreement") for the provision of certain professional services;

WHEREAS, Subcontractor is a foreign entity or non-resident alien for tax purposes in the jurisdiction of the Contractor;

WHEREAS, the payments made by Contractor to Subcontractor under the Main Agreement may be subject to foreign tax withholding laws and regulations in the Contractor's jurisdiction; and

WHEREAS, the parties desire to establish their respective rights, duties, and obligations regarding tax classification, reporting, and withholding requirements.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. TAX STATUS AND CLASSIFICATION

The Subcontractor represents and warrants that for tax purposes, its status is as follows:

- A. **Country of Tax Residence:** _____
- B. **Tax Identification Number (TIN / Foreign TIN):** _____
- C. **Entity Classification:** _____ (e.g., Individual, Corporation, Partnership, etc.)

2. DOCUMENTATION REQUIREMENTS

Prior to receiving any payment under the Main Agreement, the Subcontractor shall provide to the Contractor a fully completed, signed, and valid tax certification form, including but not limited to:

- a. Form W-8BEN, Form W-8BEN-E, Form W-8ECI, or Form W-8IMY (as applicable under United States tax laws); or
- b. The equivalent tax status and residency certificate required by the tax authority of _____.

Subcontractor covenants to update such documentation within _____ days of any change in circumstances that renders the previously provided documentation inaccurate or invalid.

3. TAX WITHHOLDING OBLIGATIONS

The Contractor shall deduct and withhold from any payments made to the Subcontractor such amounts as the Contractor is required to withhold under the applicable tax laws of _____. All such withheld amounts shall be timely paid to the appropriate governmental tax authority by the Contractor.

If the Subcontractor claims entitlement to a reduced rate of, or exemption from, withholding tax pursuant to an applicable Double Taxation Treaty between _____ and _____, the Subcontractor must provide all necessary documentation and treaty-benefit claim forms to the Contractor before payments are processed.

4. REPORTING AND PROOF OF WITHHOLDING

The Contractor shall provide the Subcontractor with official tax receipts, withholding certificates, or other formal documentation issued by the relevant tax authority demonstrating that the withheld taxes have been paid on behalf of the Subcontractor. Such documentation shall be delivered to the Subcontractor on an annual basis or as otherwise required by law.

5. INDEMNIFICATION

The Subcontractor agrees to indemnify, defend, and hold harmless the Contractor, its officers, directors, and employees, from and against any and all liabilities, penalties, interest, fine, additions to tax, or assessments levied by any tax authority resulting from

- a. Any misrepresentation or false statement made by the Subcontractor regarding its tax status, residency, or treaty eligibility;
- b. The failure of the Subcontractor to timely provide accurate and updated tax documentation; or
- c. The failure of the Contractor to withhold tax due to reliance on inaccurate tax forms or certifications provided by the Subcontractor.

6. GOVERNING LAW AND JURISDICTION

This Accord shall be governed by, and construed in accordance with, the laws of _____, without giving effect to any principles of conflicts of law. Any disputes arising hereunder shall be resolved in the courts of _____.

7. ENTIRE AGREEMENT

This Accord constitutes the entire agreement between the parties regarding foreign tax withholding obligations for the services rendered under the Main Agreement and supersedes all prior agreements or understandings, written or oral, regarding the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have executed this Accord as of the date first written above.

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

Authorized Signature

SUBCONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

Authorized Signature