

## FOREIGN SUBCONTRACTOR TAX WITHHOLDING AGREEMENT

This Foreign Subcontractor Tax Withholding Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Contracting Entity:** \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Company"),

and

**Subcontractor:** \_\_\_\_\_, a foreign entity/individual organized/residing under the laws of \_\_\_\_\_, with its principal place of business/residence at \_\_\_\_\_ (hereinafter referred to as the "Subcontractor").

### 1. PURPOSE AND SCOPE

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The Subcontractor performs services for the Company under a separate master services or independent contractor agreement. Because the Subcontractor is a non-resident alien or foreign entity for tax purposes in the jurisdiction of the Company (\_\_\_\_\_), payments made to the Subcontractor may be subject to statutory tax withholding requirements. This Agreement sets forth the terms, representations, and responsibilities of both parties regarding such tax withholdings.

### 2. TAX CLASSIFICATION & DOCUMENTATION

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1. The Subcontractor represents and warrants that its tax status for the purposes of the taxing authority of \_\_\_\_\_ is: \_\_\_\_\_.
2. The Subcontractor shall provide to the Company, prior to the receipt of any payment, a completed, signed, and valid Form \_\_\_\_\_ (e.g., W-8BEN, W-8BEN-E, or equivalent local tax certificate), confirming its status as a foreign person/entity and, if applicable, claiming treaty benefits.
3. The Subcontractor agrees to notify the Company in writing within \_\_\_\_\_ days of any change in the circumstances that would render the representations on the tax form incorrect or inaccurate.

### 3. WITHHOLDING OBLIGATIONS

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1. The Company shall withhold taxes from payments made to the Subcontractor as required by the laws of \_\_\_\_\_.
2. Withholding will be applied at the standard statutory rate of \_\_\_\_\_%, unless a reduced rate or complete exemption is applicable under an active Double Taxation Treaty between \_\_\_\_\_ and \_\_\_\_\_, and the Subcontractor has submitted valid documentation to claim such treaty benefits.
3. The Company shall remit all withheld amounts to the appropriate government tax authority in a timely manner and shall provide the Subcontractor with official receipts or certificates of withholding as required by local law.

### 4. INDEMNIFICATION

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The Subcontractor agrees to indemnify, defend, and hold harmless the Company, its officers, directors, and

employees, from and against any and all liabilities, penalties, interest, claims, losses, or expenses (including reasonable legal fees) arising out of or in connection with any failure by the Subcontractor to provide accurate tax documentation, any inaccurate representations regarding tax status, or any determination by a tax authority that the Company failed to withhold the correct amount of tax due to reliance on information provided by the Subcontractor.

## **5. GOVERNING LAW AND JURISDICTION**

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This Agreement shall be governed by, and construed in accordance with, the laws of \_\_\_\_\_, without giving effect to any principles of conflicts of law. Any dispute arising under or in connection with this Agreement shall be resolved in the courts of \_\_\_\_\_.

## **6. ENTIRE AGREEMENT**

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This Agreement constitutes the entire agreement between the parties regarding tax withholding and supersedes all prior agreements, representations, or understandings, written or oral, regarding this specific subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Foreign Subcontractor Tax Withholding Agreement as of the date first written above.

### **COMPANY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

### **SUBCONTRACTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_