

SUBCONTRACTOR FOREIGN TAX WITHHOLDING ADDENDUM

This Subcontractor Foreign Tax Withholding Addendum (the "Addendum") is entered into as of _____, 20____, by and between:

Prime Contractor: _____, with its principal place of business at _____ (hereinafter referred to as the "Contractor"), and

Subcontractor: _____, with its principal place of business at _____ (hereinafter referred to as the "Subcontractor").

WHEREAS, the Contractor and the Subcontractor entered into a certain Subcontract Agreement dated _____ (the "Agreement"); and

WHEREAS, the Subcontractor is a foreign entity or foreign individual for tax purposes, and the payments to be made under the Agreement may be subject to tax withholding obligations under the applicable laws of _____;

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

1. TAX STATUS REPRESENTATION AND DOCUMENTATION

- a. The Subcontractor represents and warrants that it is organized under the laws of _____ and is treated as a foreign person/entity for tax purposes in the country of the Contractor.
- b. The Subcontractor agrees to provide the Contractor with a completed, valid, and signed tax certification form (e.g., IRS Form W-8BEN, W-8BEN-E, W-8ECI, or other applicable local tax authority forms) prior to the execution of this Addendum and before any payments are disbursed under the Agreement.
- c. The Subcontractor shall immediately notify the Contractor in writing of any change in its tax status or any change in circumstances that would render any completed tax form or certification previously provided incorrect or invalid.

2. WITHHOLDING OBLIGATIONS

- a. The Contractor shall have the right to withhold taxes from any payments made to the Subcontractor under the Agreement to the extent required by applicable law, regulation, or treaty.
- b. The determination of whether withholding is required and the rate of such withholding shall be made by the Contractor in its sole but reasonable discretion, based on the documentation provided by the Subcontractor.
- c. Any amounts so withheld by the Contractor shall be timely remitted to the appropriate tax authority, and such remitted amounts shall be treated as having been paid to the Subcontractor for all purposes of the Agreement.

3. TREATY BENEFITS

If the Subcontractor claims eligibility for a reduced rate of, or exemption from, withholding tax pursuant to an applicable double taxation treaty, the Subcontractor shall provide all necessary documentation and information required to establish such claim to the satisfaction of the Contractor.

4. INDEMNIFICATION

The Subcontractor agrees to indemnify, defend, and hold harmless the Contractor from and against any and all liabilities, penalties, interest, fine, additions to tax, costs, or expenses (including reasonable attorneys' fees) resulting from or arising out of any failure by the Contractor to withhold required amounts due to incorrect, incomplete, or invalid documentation or representations provided by the Subcontractor.

5. MISCELLANEOUS

- a. Except as amended by this Addendum, all terms and conditions of the Agreement shall remain in full force and effect.
- b. This Addendum shall be governed by and construed in accordance with the laws of _____, without regard to its conflict of laws principles.

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

PRIME CONTRACTOR:

By (Signature)

Name:

Title:

Date:

SUBCONTRACTOR:

By (Signature)

Name:

Title:

Date: