OUT-OF-COUNTRY SUBCONTRACTOR TAX WITHHOLDING AGREEMENT

This Agreement is entered into on this ______ day of ____________, 20___ (the "Effective Date"), by and between:

Contractor: ____, with a principal place of business at ____ (hereinafter referred to as the "Company"),

and

Subcontractor: ____, residing at/with a principal place of business at ____, country of __________________ (hereinafter referred to as the "Subcontractor").

1. PURPOSE & SCOPE

The Subcontractor performs services outside the primary jurisdiction of the Company. This Agreement outlines the tax withholding obligations, statutory reporting requirements, and responsibilities of both parties under the relevant tax authorities of __________________ and the Subcontractor's jurisdiction.

2. TAX DOCUMENTATION REQUIREMENTS

Prior to any payment being processed under any service agreement, the Subcontractor must provide the Company with the following completed and signed documents:

a. Form _______________ (e.g., W-8BEN, W-8BEN-E, or equivalent local tax residency certificate).

b. Certificate of Foreign Status or equivalent documentation verifying tax residency in __________________.

c. Any additional documentation requested by the Company to comply with international tax treaties or local tax regulations.

3. WITHHOLDING RATE AND DEDUCTIONS

The Company is required by law to withhold taxes from payments made to out-of-country subcontractors unless an exemption or reduced rate applies under an applicable Tax Treaty.

a. The standard withholding tax rate of _______% shall be applied to all gross payments, unless the Subcontractor qualifies for a treaty reduction.

b. If the Subcontractor establishes eligibility for a reduced rate under the treaty between _______________ and _______________, the withholding rate shall be adjusted to _______%.

c. All withheld amounts will be remitted by the Company to the appropriate government tax authority, namely the _________________________.

4. REPORTING AND CERTIFICATES OF WITHHOLDING

The Company shall provide the Subcontractor with an annual statement or official tax receipt, specifically Form ____________, indicating the gross amount paid and the total tax withheld and remitted during the tax year. This documentation will be provided on or before __________________ of the following calendar year.

5. INDEMNIFICATION

The Subcontractor agrees to indemnify, defend, and hold harmless the Company, its officers, and its agents from any claims, assessments, penalties, interest, or liabilities asserted by any tax authority resulting from the Subcontractor's failure to provide accurate tax documentation, status updates, or arising from the determination of the Subcontractor's tax status.

6. GOVERNING LAW

This Agreement and all tax withholding disputes arising hereunder shall be governed by and construed in accordance with the laws of __________________________, without giving effect to any choice of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Out-of-Country Subcontractor Tax Withholding Agreement as of the Effective Date.

For the Company:	For the Subcontractor:
____________________ Authorized Signature	____________________ Authorized Signature
____________________ Printed Name	____________________ Printed Name
____________________ Title	____________________ Title / Status
____________________ Date	____________________ Date