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**Summary of the main tax and legal aspects to be taken into account  
for a branch and a company in Gabon\***

	<b>Branch</b>	<b>Company (the main forms being the Public Limited Company, the Private Limited Company and the Simplified Shares Company)</b>
Duration	For 2 years renewable once (except for branches of a OHADA's company but for the benefit of the Simplified Tax Regime - STR - 4 years is considered as a maximum)	99 years
Advantages	Can benefit from the STR of oil subcontractors (which allows to exclude from the taxable base the amounts related to mobilisation and demobilisation of the equipments and crew as well as reimbursement of expenses). The registration, the management and closure of the branch are faster, simpler and less costly than those of a company. It is managed by a single manager (branch manager). Statutory audit of the accounts not compulsory.	Generally considered by the Authorities and the third parties (banks, clients etc ...) as more solid and trustable than a branch particularly regarding the accuracy of the financial statements which does not need to be audited for a branch
Drawbacks	Duration of maximum 4 years. The renewal should be moreover approved after 2 years by the Ministry in charge of Commerce and the General Director of Taxes if the STR is used. Then the company holding the branch is obliged to close it or to be provided to a company. Some public contracts can be denied to branches.	Can not benefit from the STR. Registration, management and closure more complicated than a branch. A statutory audit is compulsory for Public Limited Companies and some Private Limited Companies
CIT filing obligations	Tax return must be filed every year on 30 April latest. Simplified for the STR	Tax return must be filed every year on 30 April latest
CIT rate (for 2017-2018)	Effective rate of 5,95% for the STR and 35 % of the taxable profits for normal regime in the Oil & Gas sector	35 % of the taxable profits for normal regime in the Oil & Gas sector
PIT rate (for 2017-2018)	Effective rate of 2,8% for the STR and from 0% to 35% of the taxable revenues (depending on the remuneration) for the normal regime	From 0% to 35% of the taxable revenues (depending on the remuneration) for the normal regime
WHT	When they are paid by a debtor established in Gabon to companies subject to CIT or PIT that do not have a permanent establishment in Gabon, the following amounts are subject to a 20% WHT: All amounts paid pursuant to the practice of an 'independent profession' in Gabon. Payments received by inventors, payments relating to copyrights, and all payments relating to intellectual and commercial property as well as assimilated rights. All amounts paid for services materially rendered or effectively used in Gabon. Interest, arrears, and all others fixed-income investment-products pertaining to income declared as professional revenue of the beneficiary. There is also a 20 % WHT on branch income paid to the head office in both cases. The rate can be however reduced due to Double Tax Treaty (Belgium, Canada, France and Morocco). For companies, inter-company dividends are taxed at a reduced rate in full discharge of the 20% WHT if paid and received by or from companies with their registered office in a CEMAC country, shares were allotted at the time of issue or kept for two years, and the Gabonese company owns more than 25% of the share capital of the subsidiary.	
Registration timeframe	Between 15 to 21 working days	

\*This table is not exhaustive and just focus on the main aspects based on the documents received. We provide you these services in accordance with current professional practice and guidelines and on the basis of Lechêne, Iñiguez & Partners' understanding of the proper interpretation of the law, court decisions and regulations in existence on the date on which the Services are provided. We accept no liability for any losses arising from changes in the law or regulations, or their interpretation, that occur subsequent to the date on which Our advice is given. You agree to provide on a timely basis all information and materials reasonably required to enable Us to provide the Services. You agree that all information disclosed or to be disclosed to Us is or will be true, accurate and not misleading in any material respect. We will rely on, and We will not independently verify, the accuracy and completeness of the information You supply to Us. You are responsible for informing Us if our understanding of the facts and the information provided is incorrect and of any changes to the information originally presented to Us. We will accept liability to pay damages in respect of loss or damage suffered by You as a direct result of breach of Our contractual obligations, or negligence, arising from the provision of the Services but the total aggregate liability of Lechêne, Iñiguez & Partners for all resulting losses, damages, costs and expenses shall in no circumstances exceed two times the fees that We receive for the provision of the relevant service giving rise to the breach or negligence as the case may be. The remedies available and the liability We accept under this clause are, to the extent permissible by law, the only remedies and the absolute limit of Our liability arising under or in connection with the Contract. To the extent permissible by law, all other liability is expressly excluded in particular, but without limitation and subject to any valid liability under the previous clause, liability for failure to realize anticipated savings or benefits. The Services performed by Us for Our clients are done so for the benefit and internal use of the latter only. The documents issued by Us (consultations, reports, letters, opinions, etc.) may not be used by third parties unless agreed in writing by Us, in which case the third party in question shall hold Us harmless by signing a discharge from liability. You undertake not to disclose these documents or any part thereof to any third party, by any means and on any medium, thus allowing the third party to benefit from Our Services. We cannot be held liable for any use by a third party of all or part of the Deliverables made by Us, without its prior written consent.