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

	Non Resident activities	Branch	Company (the main forms being the Public Limited Company and the Private Limited Company)
Duration	6 months maximum	Limited to that of the head office	99 years
Advantages	No registration needed which strongly simplify the operations	The registration, the management and closure of the branch are faster, simpler and less costly than those of a company. It can be managed by a single manager (branch manager).	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	For a limited period of 6 months maximum and professional facilities in country forbidden	A distribution tax of 10% applies to the realization of profits (deemed to be distributed) from branches of foreign companies.	A statutory audit is compulsory for Public Limited Companies and Private Limited Companies.
Possible tax regimes	Can benefit from Simplified Tax Regime (STR) for foreign non-resident operating for 6 months maximum in country (with prior approval) i.e. a WHT 15% on revenues from foreign companies or non resident entities which includes any other corporate tax but the Personal Income Tax is payable according to the common regime. The RSI will constitute a tax credit, which the foreign services or goods provider is entitled to claim back from the Mauritanian tax administration.	Can benefit from the following Simplified Tax Regime (STR) of petroleum industry subcontractors for contracts of maximum 12 months (to be granted by the Tax Authorities) i.e. 16% on the turnover on which 25 % CIT is applied (which includes any other tax). Personal Income Tax also amounts to a reduced tax of 10% of the turnover on which the tax rate will vary from 0% to 35%. If the common tax regime applies, the main taxes are the CIT which is 25 % on profits realized in country and the Minimum Tax which is 2,5% of the turnover.	The main taxes are the CIT which is 25 % on profits realized in country and the Minimum Tax which is 2,5% of the turnover.
CIT filing obligations		Latest on 31st March each year	
CIT rate (for 2018-2019)		16% on the turnover on which 25 % CIT is applied (which includes any other tax) for the Oil and Gas STR. If the common tax regime applies, the main taxes are the CIT which is 25 % on profits realized in country and the Minimum Tax which is 2,5% of the turnover.	16% on the turnover on which 25 % CIT is applied (which includes any other tax) for the Oil and Gas STR. If the common tax regime applies, the main taxes are the CIT which is 25 % on profits realized in country and the Minimum Tax which is 2,5% of the turnover. Companies established in free zones are exempt from taxes on profits for the first five years.
PIT rate (for 2018-2019)	From 0% to 40% of the taxable revenues (depending on the remuneration) but only on income earned in country as result of employment	0% to 40% of 10 % of the turnover for Oil and Gas STR. From 0% to 40% of the taxable revenues (depending on the remuneration) for the normal regime.	0% to 40% of 10 % of the turnover for Oil and Gas STR. From 0% to 40% of the taxable revenues (depending on the remuneration) for the normal regime.
Withholding Tax (WHT)	WHT 15% on revenues from foreign companies or non resident entities which includes any other corporate tax	The following amounts are subject to the following WHT: Dividends: 10%; interest: 10%; royalties paid to non-residents (patent, know-how etc ...): 15%; Branch remittances: 10 %.	
Double Taxation Treaties (DDT)		Mauritania has DTTs with the following countries: Senegal, France and Arab Maghreb Union countries.	
Registration timeframe		Approximately one month	

\*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.