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

	Branch	Company (the main forms being the Public Limited Company, the Private Limited Company and the Simplified Shares Company)
Duration	For 2 years renewable for 2 more years (except for branches of OHADA companies)	99 years
Advantages	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. Then the company holding the branch is obliged to close it or to be provided to a company.	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	
CIT rate	Corporate tax rate of 30% on taxable profits plus an additional 10% withholding tax on branch remittances to the head office	30% of the taxable profits plus a withholding tax of 10% on the distribution of dividends
PIT rate	From 0% to 40% of the taxable revenues (depending on the remuneration) for the normal regime	
WHT	Withholding Tax of 20% on remuneration paid for services (including royalties) rendered by a foreign individual or foreign company and withholding tax of 5% on remuneration paid for services rendered by a resident individual (liable for tax under lump sum taxation, among others) or resident company that are not subject to CIT. The rate can be however reduced due to Double Tax Treaty (Belgium, Canada, France, Italy, Mauritius, Portugal, Spain amongst other examples).	
Registration timeframe	Between 4 to 6 weeks	

*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.