

**AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE
GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA FOR THE EXCHANGE OF
INFORMATION ON TAX MATTERS**

The Government of the United States of America (the “United States”) and the Government of the Kingdom of Saudi Arabia (“Saudi Arabia”), desiring to facilitate the exchange of information with respect to taxes, have agreed as follows:

ARTICLE 1

Object and Scope of this Agreement

The competent authorities of the Contracting States shall provide assistance to each other through exchange of information that is foreseeably relevant to the administration and enforcement of the domestic laws of the Contracting States concerning taxes covered by this Agreement. Such information shall include information that is foreseeably relevant to the determination, assessment and collection of such taxes, the recovery and enforcement of tax claims, or the investigation or prosecution of tax matters. Information shall be exchanged in accordance with the provisions of this Agreement and shall be treated as confidential in the manner provided in Article 9 of this Agreement. The rights and safeguards secured to persons by the laws or administrative practice of the requested Contracting State remain applicable. The requested Contracting State shall endeavor to ensure that the application of its rights and safeguards does not unduly prevent or delay effective exchange of information pursuant to this Agreement.

ARTICLE 2

Jurisdiction

A requested Contracting State shall not be obligated to provide information that is neither held by its authorities nor in the possession or control of persons who are within its territorial jurisdiction. With respect to information held by its authorities or in the possession or control of persons who are within its territorial jurisdiction, however, the requested Contracting State shall provide information in accordance with this Agreement regardless of whether the person to whom the information relates is, or whether the information is held by, a resident or national of a Contracting State.

ARTICLE 3

Taxes Covered

1. This Agreement shall apply to the following taxes imposed by the Contracting States:

- (a) in the case of the United States:
 - (i) federal taxes on income;
 - (ii) federal taxes related to employment and self-employment;
 - (iii) federal estate and gift taxes;

- (iv) federal excise taxes; and
 - (v) any other federal tax imposed after the date of signature of this Agreement in addition to, or in place of, the taxes listed in the prior clauses of this subparagraph; and
- (b) in the case of the Kingdom of Saudi Arabia:
- (i) the income tax;
 - (ii) the zakat;
 - (iii) the value added tax;
 - (iv) the excise tax; and
 - (v) any identical or substantially similar taxes imposed after the date of signature of this Agreement in addition to, or in place of, the taxes listed in the prior clauses of this subparagraph.

2. The competent authorities of the Contracting States shall notify each other of any significant changes that have been made in their taxation laws or other laws that relate to the application of this Agreement.

ARTICLE 4

Definitions

1. For the purposes of this Agreement, unless the context otherwise requires:
- (a) the term “Contracting State” means the United States or the Kingdom of Saudi Arabia as the context requires;
 - (b) the term “competent authority” means:
 - (i) in the case of the United States, the Secretary of the Treasury or his delegate, and
 - (ii) in the case of the Kingdom of Saudi Arabia, the Ministry of Finance represented by the Minister of Finance or his authorized representative;
 - (c) the term “person” includes an individual, a company and any other body of persons;
 - (d) the term “company” means any body corporate or any entity that is treated as a body corporate for tax purposes;
 - (e) the term “national” in relation to a Contracting State means any individual possessing the nationality or citizenship of that Contracting State, and any legal person, partnership or association deriving its status as such from the laws in force in that Contracting State;
 - (f) the term “publicly traded company” means any company whose principal class of shares is listed on a recognized stock exchange if the purchase or sale of its listed shares is not implicitly or explicitly restricted to a limited group of investors;
 - (g) the term “principal class of shares” means the class or classes of shares representing a majority of the voting power and value of the company;

(h) the term “recognized stock exchange” means any stock exchange agreed upon by the competent authorities of the Contracting States;

(i) the term “public collective investment fund or scheme” means any pooled investment vehicle, irrespective of legal form if the purchase, sale or redemption of the units, shares or other interests in the investment vehicle is not implicitly or explicitly restricted to a limited group of investors;

(j) the term “tax” means any tax to which this Agreement applies and does not include customs duties;

(k) the term “applicant Contracting State” means the Contracting State requesting information;

(l) the term “requested Contracting State” means the Contracting State requested to provide information;

(m) the term “information gathering measures” means laws and administrative or judicial procedures that enable a Contracting State to obtain and provide the requested information; and

(n) the term “information” means any fact, statement or record in any form whatever.

2. For purposes of determining the geographic area within which jurisdiction to compel production of information may be exercised:

(a) the term “United States” means the territory of the United States of America, including American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, the U.S. Virgin Islands and any other U.S. possession or territory; and

(b) the term “Kingdom of Saudi Arabia” means the territory of the Kingdom of Saudi Arabia which also includes the area outside the territorial waters, where the Kingdom of Saudi Arabia exercises its sovereign and jurisdictional rights in their waters, sea bed, sub-soil and natural resources by virtue of its law and international law;

3. As regards the application of this Agreement at any time by a Contracting State, any term not defined therein shall, unless the context otherwise requires or the competent authorities of the Contracting States agree to a common meaning pursuant to the provisions of Article 11 of this Agreement, have the meaning that it has at that time under the law of that Contracting State, any meaning under the applicable tax laws of that Contracting State prevailing over a meaning given to the term under other laws of that Contracting State.

ARTICLE 5

Exchange of Information Upon Request

1. The competent authority of the requested Contracting State shall provide information for the purposes referred to in Article 1 of this Agreement upon request by the competent authority of the applicant Contracting State. Such information shall be exchanged without regard to whether the requested Contracting State needs such information for its own tax purposes or whether the conduct being investigated would constitute a crime under the laws of the requested Contracting State if such conduct occurred in the requested Contracting State.

2. If the information in the possession of the competent authority of the requested Contracting State is not sufficient to enable it to comply with the request for information, the requested Contracting State shall use all relevant information gathering measures to provide the applicant Contracting State with the information requested, notwithstanding that the requested Contracting State may not need such information for its own tax purposes. In the execution of a request under this Article, an assertion that information is protected as a confidential communication between an attorney, solicitor or other admitted legal representative and its client shall be adjudicated exclusively in the Contracting State under the laws of which it arises.

3. If specifically requested by the competent authority of the applicant Contracting State, the competent authority of the requested Contracting State shall, to the extent allowable under its domestic laws:

- (a) secure depositions of witnesses, original and unedited books, papers, records and other data, or true and correct copies thereof;
- (b) obtain information and statements from individuals regarding:
 - (i) the authenticity of books, papers, records and other data produced; and
 - (ii) the purpose for which and the manner in which such books, papers, records and other data are or were maintained;
- (c) perform any other act not in violation of the laws or at variance with the administrative practice of the requested Contracting State; and
- (d) certify either that procedures requested by the competent authority of the applicant Contracting State were followed or that the procedures requested could not be followed, with an explanation of the deviation and the reason therefor.

4. Each Contracting State shall ensure that its competent authority for the purposes specified in Article 1 of this Agreement has the authority to obtain and provide upon request:

- (a) information held by banks, other financial institutions, and any person acting in an agency or fiduciary capacity including nominees and trustees; and
- (b) information regarding the ownership of companies, partnerships, trusts, foundations, "Anstalten" and other persons, including, within the constraints of Article 2 of this Agreement, ownership information on all such persons in an ownership chain; in the case of trusts, information on settlors, trustees and beneficiaries; and in the case of foundations, information on founders, members of the foundation council and beneficiaries. However, this Agreement does not create an obligation on the Contracting States to obtain or provide ownership information with respect to publicly traded companies or public collective investment funds or schemes unless such information can be obtained without giving rise to disproportionate difficulties to the requested Contracting State.

5. The competent authority of the applicant Contracting State shall provide each of the following items of information, with the greatest degree of specificity possible, to the competent authority of the requested Contracting State when making a request for information under this Agreement:

- (a) the identity of the person or ascertainable group or category of persons under examination or investigation;

- (b) a statement of the information sought, including its nature and the form in which the applicant Contracting State wishes to receive the information from the requested Contracting State;
- (c) the period of time with respect to which the information is requested;
- (d) the tax purpose for which the information is sought;
- (e) grounds for believing that the information requested is foreseeably relevant to tax administration or enforcement of the applicant Contracting State with respect to the person or group or category of persons identified in subparagraph (a) of paragraph 5 of this Article;
- (f) grounds for believing that the information requested is held in the requested Contracting State or is in the possession or control of a person within the jurisdiction of the requested Contracting State;
- (g) to the extent known, the name and address of any person believed to be in possession or control of the requested information;
- (h) a statement that the request is in conformity with the law and administrative practices of the applicant Contracting State, that if the requested information was within the jurisdiction of the applicant Contracting State then the competent authority of the applicant Contracting State would be able to obtain the information under the laws of the applicant Contracting State or in the normal course of administrative practice, and that it is in conformity with this Agreement; and
- (i) a statement that the applicant Contracting State has pursued all means available in its own territory to obtain the information, except those that would give rise to disproportionate difficulties.

6. The competent authority of the requested Contracting State intends to forward the requested information as promptly as possible to the applicant Contracting State. To ensure a prompt response, the competent authority of the requested Contracting State intends to:

- (a) confirm receipt of a request in writing to the competent authority of the applicant Contracting State and notify the competent authority of the applicant Contracting State of deficiencies in the request, if any, within 60 days of the receipt of the request; and
- (b) if the competent authority of the requested Contracting State has been unable to obtain and provide the information within 90 days of receipt of the request, including if it encounters obstacles in furnishing the information or it refuses to furnish the information, promptly inform the applicant Contracting State, explaining the reason for its inability, the nature of the obstacles or the reasons for its refusal.

ARTICLE 6

Automatic Exchange of Information

With respect to categories of cases determined by mutual agreement, and in accordance with procedures determined by mutual agreement, the Contracting States shall automatically exchange information for the purposes referred to in Article 1 of this Agreement.

ARTICLE 7

Spontaneous Exchange of Information

The competent authority of a Contracting State may spontaneously transmit to the competent authority of the other Contracting State information that has come to the attention of the first-mentioned competent authority and that the first-mentioned competent authority supposes to be foreseeably relevant to the accomplishment of the purposes referred to in Article 1 of this Agreement. The competent authorities of the Contracting States shall determine the procedures to be used to exchange such information.

ARTICLE 8

Possibility of Declining a Request

1. The requested Contracting State shall not be required to obtain or provide information that the applicant Contracting State would not be able to obtain under its own laws for purposes of the administration or enforcement of its own tax laws. The competent authority of the requested Contracting State may decline to assist where the request is not made in conformity with this Agreement.
2. The provisions of this Agreement shall not impose on a Contracting State the obligation to obtain or provide information that would disclose any trade, business, industrial, commercial or professional secret or trade process. Notwithstanding the foregoing, information of the type referred to in paragraph 4 of Article 5 of this Agreement shall not be treated as such a secret or trade process merely because it meets the criteria in that paragraph.
3. The provisions of this Agreement shall not impose on a Contracting State the obligation to obtain or provide information that would reveal confidential communications between a client and an attorney, solicitor or other admitted legal representative where such communications are:
 - (a) produced for the purposes of seeking or providing legal advice; or
 - (b) produced for the purposes of use in existing or contemplated legal proceedings.
4. The requested Contracting State may decline a request for information if the disclosure of the information would be contrary to public policy (ordre public).
5. A request for information shall not be declined on the ground that the tax claim giving rise to the request is disputed.
6. A request for information shall not be declined on the ground that the statute of limitations for assessment, collection, or prosecution has expired under the domestic law of the requested Contracting State. Instead, the applicant Contracting State's statute of limitations for assessment, collection, and prosecution shall govern requests for information.

ARTICLE 9

Confidentiality

Any information received by a Contracting State under this Agreement shall be treated as secret in the same manner as information obtained under the domestic laws of that Contracting State, and may be disclosed only to persons or authorities (including courts and administrative bodies) in the jurisdiction of the Contracting State involved in the assessment, collection or administration of, the enforcement or prosecution in respect of, or the determination of appeals in relation to, the taxes covered by this Agreement, or the oversight of such functions. Such persons or authorities shall use such information only for such purposes. They may disclose the information in public court proceedings or in judicial decisions. The information may not be disclosed to any other person, entity, authority or jurisdiction. Notwithstanding the foregoing:

(a) where the competent authority of the Contracting State that provided the information provides prior written consent, the information may be disclosed for:

(i) counter-terrorism purposes, but only if the information may be disclosed for such purposes under the domestic laws of the Contracting State that received the information;

(ii) purposes permitted under the provisions of an international agreement governing legal assistance in criminal matters that is in force between the Contracting States that allows for the exchange of tax information; or

(iii) other purposes, but only when the information may be used for the same or similar such purposes under the domestic laws of both Contracting States; and

(b) the competent authority of a Contracting State may disclose information not relating to a particular person received under this Agreement if it has been determined, after consultation with the competent authority of the other Contracting State, that such disclosure would not impair tax administration (including the administration of this Agreement).

ARTICLE 10

Costs

Unless the competent authorities of the Contracting States otherwise agree, ordinary costs incurred in providing assistance shall be borne by the requested Contracting State and extraordinary costs incurred in providing assistance shall be borne by the applicant Contracting State.

ARTICLE 11

Mutual Agreement Procedure

1. Where difficulties or doubts arise between the Contracting States regarding the implementation or interpretation of this Agreement, the competent authorities of the Contracting States shall endeavor to resolve the matter by mutual agreement.

2. The competent authorities of the Contracting States may mutually agree on the procedures to facilitate the implementation of this Agreement.

3. The competent authorities of the Contracting States may communicate with each other directly for purposes of reaching a mutual agreement under this Article.

ARTICLE 12

Mutual Assistance Procedure

The competent authorities of the Contracting States may agree to exchange technical know-how, develop new audit techniques, identify new areas of non-compliance and jointly study non-compliance areas.

ARTICLE 13

Entry into Force

This Agreement shall enter into force one month from the date of receipt of Saudi Arabia's written notification through diplomatic channels to the United States that Saudi Arabia has completed its necessary internal procedures for entry into force of this Agreement. The provisions of this Agreement shall have effect for exchanges of information upon request made on or after the date of entry into force with regard to taxable periods that begin on or after January 1 of the third year preceding the date of entry into force of this Agreement, or where there is no taxable period, to charges to tax that arise on or after January 1 of the third year preceding the date of entry into force of this Agreement.

ARTICLE 14

Termination

1. This Agreement shall remain in force indefinitely unless terminated by either Contracting State. Either Contracting State may terminate this Agreement through diplomatic channels, by giving to the other Contracting State notice of termination. Such termination shall become effective on the first day of the month following the expiration of a period of six months after the date of the notice of termination by the other Contracting State.

2. If this Agreement is terminated, both Contracting States shall remain bound by the provisions of Article 9 of this Agreement with respect to any information obtained under this Agreement.

In witness whereof, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

Done in two originals, at Washington, D.C., on this 14th day of April 2026, corresponding to the day of 26 Shawwal 1447H, in the English and Arabic languages, both texts being equally authentic.

**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA**

**FOR THE GOVERNMENT OF THE
KINGDOM OF SAUDI ARABIA**

Scott K. H. Bessent
Secretary of the Treasury

Mohammed bin Abdullah Al-Jadaan
Minister of Finance