



## FATCA Authorization

To:

**CITIBANK, N. A., Dominican Republic Branch** (Please see instruction below on execution of documents.\*)

Dear Sirs,

The Client hereby agrees and authorizes CITIBANK, N. A., DOMINICAN REPUBLIC BRANCH, hereinafter "Citibank", affiliates of Citibank as well as their representatives or third parties selected by any of them (regardless of their location) to collect, store and process any Confidential Information, within the limitations that the applicable law sets forth in this regard, which may include the sharing, transfer, and disclosure of this information among these entities and to authorities (including, as non-exhaustive examples of these activities, those that are carried out in relation to the provision of any service and those that are required for data processing and for risk analysis and statistical purposes, including furthermore those associated with the purpose of complying with any regulation, judicial order, regulator, legal process, investigation by any governmental authority of any jurisdiction, whether local or foreign, regarding any governmental requirement, including the Foreign Account Tax Compliance Act (FATCA), any intergovernmental agreement or any Foreign Financial Institutions agreement). The Client hereby agrees that Citibank or any Citibank affiliate or third parties contracted by it or by these third parties for the provision of any service or their payment infrastructure providers may transfer and disclose any information that is required or requested by any law, court, regulator, legal process, audit, or investigation in relation to any governmental requirements, including FATCA, any intergovernmental agreement or any Foreign Financial Institutions agreement. This authorization from the Client will be effective notwithstanding the applicable confidentiality agreements and the Client agrees that the Confidential Information may be transferred to other jurisdictions. The Client hereby declares that they have handed over to and ensured the obtaining from any Controlling Entity, Affiliate, Information Holder, or other person for whom the Client has handed over information to Citibank, of any notification, consent, or waiver required to allow Citibank, affiliates of Citibank, their representatives, and third parties that provide to these companies or to these third parties payment infrastructure services, to perform the actions described in this paragraph and that they will provide these notifications and ensure that any consent or waiver is obtained prior to handing over similar information to Citibank in the future. The Client hereby agrees and acknowledges that this authorization is not in violation of Citibank's obligation to maintain banking secrecy pursuant to the provisions of Article 56 (b) of the Financial Monetary Law No. 183-02 Dominican Republic.

**"Confidential Information"** means information related to the Client, the Controlling Entity, its Affiliates, or its respective representatives, received by Citibank, Citibank affiliates, and its representatives in the normal course of providing accounts and services to the Client, including the Client's Personal Information and any other information that has been designated by the Client as confidential at the time it was provided or that a reasonable person would consider to be confidential or exclusive in nature and that, in accordance with local legislation, can be shared and has been duly authorized by the Client through the signing of the confidentiality clause.

**"Affiliate"** means any entity, whether present or future, which directly or indirectly controls, is controlled by, or is under common control with the Client and any branch of these entities.



**“Client’s Personal Information”** means personal information related to an Information Holder received by Citibank from a Client, an Affiliate, or their respective representatives in the normal course of providing accounts and services to the Client. The Client’s Personal Information can include, without limitation, names, contact details, account numbers, identification and verification information, voice verification, etc., to the extent that it is considered to be personal information according to the applicable legislation.

**“Information Holder”** means an individual who is identified or can be identified directly or indirectly, specifically through reference to an identification number or to one or more factors specific to their physical, psychological, mental, economic, cultural, or social identity or, if different, the meaning given to this term or the nearest equivalent term under the applicable local privacy and information protection laws. Information Holders may be the Client, their staff, their clients, their payment issuers, or their payment recipients or other people.

**“Controlling Entity”** means any individual or entity or branch thereof that (i) is the direct or indirect owner of shares of the Client, if the Client is a corporation; (ii) is the owner of, or directly or indirectly obtains earnings, interest, or capital interest from the Client if the Client is a limited liability company; (iii) is treated as the owner of the Client if the Client is a trust considered as a “grantor trust” in accordance with sections 671 to 679 of the Internal Revenue Code of the United States of America or under a similar law of any local or foreign jurisdiction; (iv) maintains, directly or indirectly, a beneficiary interest in the Client, if the client is a trust; or (v) exercises control over the Client, directly or indirectly, through ownership or any arrangement, or by other means, if the Client is an entity, including (a) a trustor, a trust protector, or someone who can exercise powers over a trust, or a trustee; (b) a person who ultimately has a controlling interest in the Client; (c) a person who exercises control over the Client by other means; or (d) the highest-ranking management officer of the Client.

Sincerely,

Date:

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Client’s full name:

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Taxpayer Identification Number (RNC):

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Name of Legal Representative of Client:

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Signature of Legal Representative of Client:

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*\*The person signing this letter represents and warrants that it has authority to sign (a) this letter and (b) Form W-8 or W-9 submitted on behalf of the Client. This same person should sign all these documents. In the “Client’s full name” space provided above, please include the exact legal name of the Client.*

