

## FATCA Authorization

To:

**CITIBANK, N. A., Haiti Branch**

The Customer (-please see instruction below on execution of documents\*) hereby consents to the collection, storage, and processing by Citibank, N.A. Haiti Branch, hereinafter "Citibank", Citibank affiliates, and representatives and third parties selected by any of them, wherever situated, including sharing, transfer and disclosure between them and to Authorities, of any Confidential Information (including, by way of non-exhaustive example, in connection with the provision of any Service and for data processing, statistical and risk analysis purposes, including for the purposes of complying with any law, court, regulator, legal process, investigation of any governmental authority in any jurisdiction, domestic or foreign in connection with any government requirement including the Foreign Account Tax Compliance Act (FATCA), any intergovernmental Agreement (IGA) or any Foreign Financial Institutions Agreement (FFI Agreement)). Citibank or any Citibank affiliate or its and their third party service providers and Payment Infrastructure Providers may transfer and disclose any such information as required or requested by any law, court, regulator, legal process, audit or investigation in connection with any government requirement including FATCA, any IGA or any FFI Agreement, as permitted under local laws. Customer's consent shall be effective notwithstanding any applicable nondisclosure agreement and Customer acknowledges that Confidential Information may be transferred to jurisdictions which do not have strict data protection or data privacy laws. Customer represents that it has provided to and secured from any Controlling Person, Customer Affiliate, Data Subject or other person regarding whom Customer has provided information to Citibank any notices, consents and waivers necessary to permit Citibank, Citibank affiliates, representatives, and its and their third party service providers and Payment Infrastructure Providers to carry out the actions described in this paragraph, and that it will provide such notices and secure such necessary consents and waivers in advance of providing similar information to Citibank in the future.

"Confidential Information" means information relating to the Customer, a Controlling Person, a Customer Affiliate or their respective representatives received by Citibank, Citibank affiliates and their respective representatives in the course of providing accounts and services to the Customer, including Customer Personal Data, Customer's bank account details, transactional information, and any other information either designated by the Customer as confidential at the time of disclosure or that a reasonable person would consider to be of a confidential or proprietary nature.

"Customer Affiliate" means any entity, present or future, that directly or indirectly controls or is controlled by or is under common Control with the Customer, and any branch thereof.

"Customer Personal Data" means personal data relating to a Data Subject received by Citibank from the Customer, Customer Affiliates or their respective representatives in the course of providing accounts and services to the Customer. Customer Personal Data may include names, contact details, identification and verification information, voiceprints, bank account and transactional information, to the extent that these amount to personal data under applicable local law.

"Data Subject" means a natural person who is identified, or who can be identified directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity, or, if different, the meaning given to this term or the nearest equivalent term under applicable local data protection or data privacy law. Data Subjects may be the Customer, its personnel, customers, suppliers, payment remitters, or payment beneficiaries or other persons.



“Controlling Person” means any natural person or entity, or any branch thereof, that (i) owns, directly or indirectly, stock of the Customer, if the Customer is a corporation, (ii) owns, directly or indirectly, profits, interests or capital interests in the Customer, if the Customer is a partnership, (iii) is treated as the owner of the Customer, if the Customer is a “grantor trust” under sections 671 through 679 of the United States Internal Revenue Code or a similar law of any jurisdiction, domestic or foreign, (iv) holds, directly or indirectly, beneficial interests in the Customer, if the Customer is a trust, or (v) exercises control over the Customer directly or indirectly through ownership or any arrangement or other means, if the Customer is an entity, including (a) a settlor, protector or beneficiary of a trust, (b) a person who ultimately has a controlling interest in the Customer, (c) a person who exercises control over the Customer through other means, or (d) the senior managing official of the Customer.

“Payment Infrastructure Provider” means a third party that is part of the global payment infrastructure system, including without limitation, communications, clearing, or payment systems, intermediary banks, or correspondent banks.

[Key Elements:

- Citi will need the ability to disclose account information for all customers and related parties to affiliates and third parties for due diligence purposes. In all countries other than those under a Model 1 IGA, it will also need the ability to disclose the information to the IRS.
- Citi will need to process information that it collects regarding related parties, which must include “Substantial U.S. Owners” as defined in the regulations and “Controlling Persons” as defined in the IGA. The regulations define “Substantial U.S. Owner” with a 10% ownership cutoff in most cases. However, we suggest defining related parties to include any owner because of (i) the need to perform diligence in connection with owners and (ii) special cases, such as owner-documented FFIs and grantor trusts, where the ownership threshold is 0%.]

Date:

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Customer Name:

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Authorized Signature:

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Id Number:

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