

FATCA Consent (FOREIGN ACCOUNT TAX COMPLIANCE ACT)

The Client (please see instructions below on the execution of these documents \* ) by this medium accepts and authorizes that **Citibank of Peru S.A.**, hereinafter “Citibank” , and its affiliates of Citibank can collect, store, and process any confidential information, which may include sharing, transferring , and disclosing this information within Citibank, affiliates of Citibank, as well as it’s representatives or third party selected by any of the aforementioned, wherever situated, for confidential use (including , by way of non-exhaustive example, in connection with the provision of any Service and for data processing, statistical and risk analysis purposes). The client declares he has provided to and secured from any Controlling Person, Client Affiliate, Data Subject or other person regarding whom the Client 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 the Client agrees 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 received by Citibank, affiliates of Citibank & its respective representatives, relating to the client, a controller person or their respective representatives in the course of providing accounts and services to the Client, including Client Personal Data, Client’s bank account details, transactional information, and any other information either designated by the Client as confidential at the time of disclosure or that a reasonable person would consider to be of a confidential or proprietary nature.

“**Client Affiliate**” means any entity, present or future, that directly or indirectly Controls or is controlled by or is under common Control with the Client, and any branch thereof.

“**Client Personal Data**” means personal data relating to a Data Subject received by Citibank from the Client, Client Affiliates or their respective Representatives in the course of providing accounts and services to the Client. Client 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, 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 Client, its personnel, Clients, 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 Client, if the Client is a corporation, (ii) owns, directly or indirectly, profits, interests or capital interests in the Client, if the Client is a partnership, (iii) is treated as the owner of the Client, if the Client 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 Client, if the Client is a trust, or (v) exercises control over the Client directly or indirectly through ownership or any arrangement or other means, if the Client is an entity, including (a) a settlor, protector or beneficiary of a trust, (b) a person who ultimately has a controlling interest in the Client, (c) a person who exercises control over the Client through other means, or (d) the senior managing official of the Client.

**“Citibank Affiliate”** means any entity, whether present or future, that directly or indirectly Controls or is Controlled by or is under Common Control with Citibank and any of its branches or representative offices, including Citibank N.A. and Citigroup Technologies, Inc.

**“Control”** means when an entity directly or indirectly holds power to direct or steer the general plan and political climate of another entity, this could be through the ownership of stock or having voting power, for contract or by other mediums or any legal person or natural that ultimately has a controlling holding in a legal person or exercise control over any agreement.

**“Representative”** means the officials, directors, employees, representatives, proxies, advisors, consultants, clients, or service providers of Citibank, a Citibank Affiliate, or of the Client.

**“Third Party Providers of Service”** means a third party selected by Citibank, an affiliate of Citibank or a representative for which provides services and it is not a Third Party Payment Infrastructure Provider system infrastructure. Examples of third party providers include the providers of technology services, outsourcing service providers, service providers, and call centers.

**“Third Party Payment Infrastructure Providers”** means a third party that forms part of the global payment system infrastructure , including but not limited to communications, compensation systems and liquidity payments, intermediate banks and to correspondent banks.

Signature: \_\_\_\_\_

Client’s Full Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Legal Representative of Client: \_\_\_\_\_

\*The person who signs this consent letter declares and guarantees that he or she has the authority to sign this document and (B) the W-8 or W-9 form that the client presents. This same person must sign the documents indicated. In the space above where it reads “Name of the Client”, please include the exact legal name of the Client.

**“This translation is provided for your convenience only. In the event of any difference in meaning or interpretation between the Spanish language version of the consent we provided to you, and this translation, the Spanish Language Version will prevail”.**