



BINDING CORPORATE RULES:

CITI THIRD-PARTY BENEFICIARY DEED

This deed should be read in conjunction with the 'Citi Privacy Procedure for Transferred European Workforce Data' which explains the underlying policies and procedures in respect of European Workforce data transfers. Both documents are published together on Citi's intranet.

Dated 2026

THIRD-PARTY BENEFICIARY DEED

between

Citibank Europe plc

-and-

The Exporting Entities listed in Appendix 2 to this Deed

THIS DEED IS DATED 2026

PARTIES

- (1) Citibank Europe plc a company incorporated in Ireland under registration number Citibank Europe Plc. 132781, whose registered office is at Citibank Europe plc, 1 Northwall Quay, Dublin 1, Ireland (“**CEP**”); and
- (2) Each company that is listed in Appendix 2 as a signatory to this Deed (each an “**Exporting Entity**” and together the “**Exporting Entities**”).

BACKGROUND

- A The parties to this Deed are part of Citi, which has developed and is implementing Binding Corporate Rules.
- B In accordance with the Working Document adopted by the Article 29 Data Protection Working Party on 3rd June 2003 under reference WP74, Citigroup Global Markets Limited (“**CGML**”), a company incorporated in England and Wales, submitted the Binding Corporate Rules to the Information Commissioner in the United Kingdom, as lead data protection authority. The Binding Corporate Rules were approved by the ICO in 2012 and came into effect in 2013.
- C The Binding Corporate Rules remained in force when the GDPR became applicable on 25 May 2018, pursuant to Article 46(2) of the GDPR. The Binding Corporate Rules were updated by Citi to address additional requirements for binding corporate rules set out in the GDPR and such updates were notified by CGML to the ICO in 2019.
- D In light of Brexit, Citi restructured its operations. Certain activities and responsibilities were transferred from CGML and other members of the Citi group in the UK to entities in other EU Member States, in particular to CEP in Ireland. CEP replaced CGML as Lead Party in respect of the European Binding Corporate Rules and the 2022 Third-Party Beneficiary Deed superseded and terminated the Previous Third-Party Beneficiary Agreement with effect from 12 August 2022 in connection with European Workforce Data.
- E In accordance with the Information note on BCRs for Groups of undertakings/enterprises which have ICO as BCR Lead LSA published by the European Data Protection Board on 22nd July 2020, CEP applied to the Data Protection Commission in Ireland to accept responsibility as lead supervisory authority for the European Binding Corporate Rules. The Data Protection Commission confirmed that it would do so on 9 December 2020.
- F The Binding Corporate Rules were updated by Citi to address additional requirements for binding corporate rules set out in the EDPB Recommendations.
- G As part of the Binding Corporate Rules, the parties to this Deed need to grant legally enforceable rights to individuals whose European Workforce Data has been Transferred and have agreed to do so on the terms set out below.

H This Deed should be read in conjunction with the ‘Citi Privacy Procedure for Transferred European Workforce Data’.

THE PARTIES AGREE:

1. Definitions and Interpretation

1.1 For the purposes of this Deed:

“2022 Third-Party Beneficiary Deed” means the third-party beneficiary deed in relation to the Binding Corporate Rules executed by the parties to this Deed dated 12 August 2022, as amended or supplemented;

1.1.1 An Exporting Entity will be “Relevant” in relation to a European Worker if:

- (1) the European Worker is a current, former or prospective employee, officer or director of that entity, or is an expatriate assigned to that entity or is a dependent or contact of any such person; or
- (2) the European Worker is a Non-employee who has been engaged to provide services pursuant to a services agreement, or local addenda to a framework services agreement, in respect of which the Exporting Entity is a contracting party; or
- (3) it has Transferred European Workforce Data relating to a European Worker in respect of whom there is no other Relevant Exporting Entity having applied the criteria at Clauses 1.1.1(1) and 1.1.1(2) above;

1.1.2 “Binding Corporate Rules” means the rules set out in Citi’s Privacy Procedure for Transferred European Workforce Data and this Deed, as amended from time to time;

1.1.3 “Citi” means Citigroup Inc. and its consolidated subsidiaries worldwide;

1.1.4 “EDPB Recommendations” means the EDPB Recommendations 1/2022 on the Application for Approval and on the elements and principles to be found in Controller Binding Corporate Rules (Art. 47 GDPR) adopted on 20 June 2023;

“Effective Date” means [•];

1.1.5 “European Worker” means any Worker in respect of whom Citi processes European Workforce Data;

1.1.6 "European Data Protection Law" means, to the extent applicable, the GDPR, E-Privacy Directive, national laws in the European Economic Area that implement or supplement the foregoing, equivalent laws applicable in Switzerland, Monaco and Jersey including the Swiss

Federal Data Protection Act, Monaco Law No 1.565 of 3 December 2024 on the Protection of Personal Data and the Data Protection (Jersey) Law 2018 and any replacements or amendments to any of the foregoing from time to time;

- 1.1.7 “European Workforce Data” means Workforce Data which is processed by or on behalf of a Citi entity in the European Economic Area, Switzerland, Monaco or Jersey;
- 1.1.8 “Event of Default” means any event set out in Appendix 1 to this Deed;
- 1.1.9 “Exporting Entity” means:
 - 1.1.9.1 each company that is a signatory to this Deed, as listed in Appendix 2; and
 - 1.1.9.2 as regards European Workers who are employed in, or providing services based in Citibank Europe plc, or are dependents or contacts of such Workers, also means CEP;
- 1.1.10 “GDPR” means the General Data Protection Regulation (EU) 2016/679;
- 1.1.11 “Lead Party” means CEP;

“Non-Employee” means any individual entered into Citi’s Non-Employee Management System (NEMS), or any replacement system. NEMS contains information about persons that require access to Citi premises and/or systems and includes, but is not limited to, contractors, agency workers, consultants, external service providers, and agents;

“Previous Third-Party Beneficiary Agreement” means the third-party beneficiary agreement in relation to the Binding Corporate Rules executed by the parties to this Deed that applied before the 2022 Third-Party Beneficiary Deed took effect, as amended or supplemented;

- 1.1.12 “Relevant Country” means:
 - 1.1.12.1 as regards Transfers from the European Economic Area or Jersey, all countries other than any country within the European Economic Area or any country or territory in respect of which the European Commission, in accordance with Article 25 of Directive 95/46/EC, or Article 45 of the GDPR, has declared there is an adequate level of protection for personal data, provided and only for so long as such decision of the European Commission remains in force and the recipient of the personal data satisfies any conditions relevant to the applicability of that decision;
 - 1.1.12.2 as regards Transfers from Switzerland, all countries other than any country within the European Economic Area or any other country or territory with laws that provide an

adequate level of data protection either according to the list published by the Federal Data Protection and Information Commissioner or, after the coming into force of the revised Federal Act on Data Protection, according to a binding adequacy decision by the Federal Council. For the avoidance of doubt, ‘Relevant Countries’ for the purpose of Transfers from the European Economic Area or Jersey or for the purpose of Transfers from Monaco may differ for Transfers from Switzerland. For example, as of the Effective Date Japan and the Republic of Korea are not ‘Relevant Countries’ for the purpose of Transfers from the European Economic Area or Jersey since the European Commission has declared there is an adequate level of protection for personal data in Japan and the Republic of Korea by Implementing Decisions (EU) 2019/419 and C(2021) 9316 of the European Commission, but Japan and the Republic of Korea currently are both to be considered ‘Relevant Countries’ for Transfers from Switzerland;

1.1.12.3 as regards Transfers from Monaco, all countries other than any country within the European Economic Area or any other country or territory with laws that provide an adequate level of data protection according to the list published by the Monaco government in a ministerial order. For the avoidance of doubt, ‘Relevant Countries’ for the purpose of Transfers from the European Economic Area or Jersey or for the purpose of Transfers from Switzerland may differ for Transfers from Monaco;

1.1.13 “Transfer”, and its cognates, means transferring or making available European Workforce Data to a Citi entity in a Relevant Country in reliance on the Binding Corporate Rules;

1.1.14 “Worker” means any current or former employee, officer, director, or Non-employee engaged by or working at Citi and any individual applying to become a Worker and any dependents or other individuals, whose details have been given to Citi by a Worker for workforce management reasons (for example, for emergency contact purposes); and

1.1.15 “Workforce Data” means any personal data (as that term is defined under European Data Protection Law) relating to a Worker, unless the data is rendered anonymous so that an individual is unidentifiable.

1.2 The Clause and Appendix headings are for convenience only and shall not affect the interpretation of this Deed.

1.3 References to Clauses are to Clauses in the main body of this Deed.

1.4 References to the singular include the plural and vice versa, and references to one gender include the other gender.

2. **Rights for European Workers**
- 2.1 Where a European Worker has rights under European Data Protection Law that exist independently of this Deed (including, but not limited to, rights to complain to a data protection authority or to bring legal proceedings) then nothing in this Deed shall restrict such rights.
- 2.2 Each Exporting Entity agrees that if a European Worker, in respect of whom Citi has Transferred European Workforce Data, complains to it that an Event of Default has occurred in relation to the Binding Corporate Rules:
- 2.2.1 it will confirm to the European Worker whether it is the Relevant Exporting Entity, or who the Relevant Exporting Entity is;
- 2.2.2 the European Worker may enforce the Binding Corporate Rules and pursue their complaint against the Relevant Exporting Entity:
- 2.2.2.1 before a competent data protection authority, in particular (at the choice of the European Worker) in the country of their habitual residence, place of work or place of the alleged infringement if the European Worker considers there to have been an infringement; or
- 2.2.2.2 by bringing an action before a competent national court (at the choice of the European Worker) in the country in which the Relevant Exporting Entity is established or in the country where the European Worker has their habitual residence;
- 2.2.3 it will be for the Relevant Exporting Entity to prove that Citi was not responsible for the Event of Default or that no such Event of Default occurred (and where this is proven, it will discharge itself of liability); and
- 2.2.4 a European Worker who can establish that an Event of Default has occurred shall be entitled to judicial remedies and the right to obtain redress and, where appropriate, compensation.
- 2.3 Each Exporting Entity agrees that a European Worker has the right to mandate a not-for-profit body, organisation or association which (i) has been properly constituted in accordance with the laws of an EU Member State (or, Switzerland, Monaco or Jersey in respect of any Worker in respect of whom Citi processes Workforce Data which is processed by or on behalf of a Citi entity in Switzerland, Monaco or Jersey respectively), (ii) has statutory objectives which are in the public interest, and (iii) is active in the field of the protection of data subjects' rights and freedoms with regard to the protection of their personal data, to exercise the European Worker's rights set out in this Clause 2 on their behalf.
- 2.4 Nothing in this Deed shall entitle a European Worker to obtain compensation from an Exporting Entity for an Event of Default occurring in relation to the

Binding Corporate Rules to the extent that it has already obtained compensation for the same Event of Default from another Exporting Entity.

- 2.5 Notwithstanding anything to the contrary in this Deed, in no event shall any rights of European Workers granted under this Deed extend to those elements of the Binding Corporate Rules pertaining to internal mechanisms such as details of training, audit programmes, compliance network or the mechanism for updating of the Binding Corporate Rules.

3. **Termination**

- 3.1 Subject to Clause 3.2, this Deed may be terminated:

3.1.1 as regards any Exporting Entity other than the Lead Party, by one (1) month's notice from that Exporting Entity to the Lead Party; and

3.1.2 as regards any or all Exporting Entities, by the Lead Party on one (1) month's notice to any or all other Exporting Entities.

- 3.2 The obligations set out at Clauses 2 and 4 shall survive termination of this Deed as regards any European Workforce Data that was Transferred prior to the effective date of termination.

Third-Party Rights

- 3.3 Each Exporting Entity agrees that, where it is the Relevant Exporting Entity, European Workers in respect of whom European Workforce Data has been Transferred shall have the right to enforce Clauses 2, 3.2, 4 and 5.1 against it.

4. **Applicable Law/Jurisdiction**

- 4.1 Subject to paragraph 15 of Appendix 2 of Citi's Privacy Procedure for Transferred European Workforce Data, any claims arising out of, or in connection with, this Deed shall be governed by and construed in accordance with the law of the country in which the Relevant Exporting Entity is established.

- 4.2 Subject to Clause 2.1, the parties irrevocably agree that the Irish courts shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Deed or its subject matter.

- 4.3 This Deed has been executed as a deed poll and will be made available to the public. In respect of the provisions connected to Transfers of European Workforce Data by an Exporting Entity located in the European Economic Area, Switzerland, Monaco or Jersey, as between the Lead Party and each other Exporting Entity located in the European Economic Area, Switzerland, Monaco or Jersey, this Deed shall take effect when all parties have executed this Deed.

5. **Counterparts**

- 5.1 This Deed may be entered into by the parties in any number of counterparts. Each counterpart shall, when executed, be regarded as an original, and all the

counterparts shall together constitute one and the same instrument. This Deed may be validly exchanged and delivered by fax.

6. Electronic signature

- 6.1 The Parties agree and acknowledge that this Deed may be executed electronically to the extent permitted by and in accordance with applicable laws. Each party expressly consents to the retention and use of the executed Deed as an electronic original. Each Party also confirms that any electronic signature inserted on this Deed by (or on behalf of) such party was inserted by the relevant signatory for the purpose of signing and authenticating this Deed.

7. Addition of New Exporting Entity

- 8.1 Any entity which is part of Citi and which is not party to this Deed may become party to this Deed at any time by executing a deed of adherence substantially in the form set out in Appendix 3. With effect from the effective date of any such deed of adherence, such entity shall become an Exporting Entity and the Lead Party shall update Appendix 2 to this Deed and Citi's Privacy Procedure for Transferred European Workforce Data to include details of such entity accordingly.

8. Previous Third-Party Beneficiary Agreements and Deeds

- 8.1 This Deed supersedes and terminates by mutual agreement all prior third-party beneficiary agreements or deeds related to the Binding Corporate Rules for European Workforce Data, including the Previous Third-Party Beneficiary Agreement and the 2022 Third-Party Beneficiary Deed.

APPENDIX 1: EVENTS OF DEFAULT

1. An Event of Default means that any of the events listed below has occurred; that the European Worker has notified Citi of this; and (1) that the European Worker has first pursued their complaint through the applicable complaints procedure as set out in Section 15.3 of Citi's Privacy Procedure for Transferred European Workforce Data or, (2) on the expiry of the twelve (12) month period starting on the date that the European Worker submitted their complaint in accordance with Section 15.3 of Citi's Privacy Procedure for Transferred European Workforce Data, whichever is the earlier.
2. The European Worker is not given easy access to a copy of the Binding Corporate Rules.
3. Any Citi business in a Relevant Country to whom European Workforce Data has been Transferred does not:
 - 3.1 comply with its obligations set out in the Binding Corporate Rules to co-operate with the competent data protection authorities and abide by advice given by competent data protection authorities with regard to the processing of such Transferred European Workforce Data;
 - 3.2 notify the Lead Party (in relation to the processing of Transferred European Workforce Data from the European Economic Area, Switzerland, Monaco or Jersey) in accordance with mechanisms set out in the Binding Corporate Rules, that legislation or practices applicable to it prevents it fulfilling its obligations under the Binding Corporate Rules;
 - 3.3 notify any competent data protection authority, in accordance with mechanisms set out in the Binding Corporate Rules, that legal requirements or practices applicable to it in a third country are likely to have a substantial adverse effect on the guarantees provided by the Binding Corporate Rules;
 - 3.4 notify affected European Workers without undue delay of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Transferred Workforce Data transmitted, stored or otherwise Processed where the breach is likely to result in a high risk to their rights and freedoms;
 - 3.5 comply with Sections 3.3, 4, 5, 6, 7, 8, 10, 11 or 19 of Citi's Privacy Procedure for Transferred European Workforce Data; or
 - 3.6 process such Transferred European Workforce Data relating to the European Worker in accordance with the Binding Corporate Rules.

4. The provisions of Section 1.6 of Citi's Privacy Procedure for Transferred European Workforce Data relating to conflicts between local law and the Binding Corporate Rules are not complied with.
5. The European Worker is not given the right to complain through the internal complaint mechanism set out in the Binding Corporate Rules.
6. The European Worker is not informed about updates to the Binding Corporate Rules in accordance with Citi's Privacy Procedure.
7. The Binding Corporate Rules are amended in a way that does not respect the obligations to report changes to the Binding Corporate Rules to data protection authorities as set out in Section 17.2 of Citi's Privacy Procedure for Transferred European Workforce Data.

APPENDIX 2 – OTHER EXPORTING ENTITIES

Each company which signs this Deed (as listed below) agrees to comply with the obligations set out in this Deed, which apply to the Exporting Entity, with effect from its date of signature.

CITIBANK N.A.
CITIGROUP GLOBAL MARKETS EUROPE AG
CITIGROUP GLOBAL MARKETS FINANCE CORPORATION & CO. BESCHRÄNKT HAFTENDE KG
CITI DEPOSITARY SERVICES IRELAND DESIGNATED ACTIVITY COMPANY
DOM MAKLERSKI BANKU HANDLOWEGO S.A.
BANK HANDLOWY W WARSZAWIE S.A.
CITISPAIN S.A.
CITIBANK (SWITZERLAND) AG
CITIBANK N.A., SIOUX FALLS, SUCCURSALE DE GENEVE
CITIBANK N.A., SIOUX FALLS, ZURICH BRANCH
CITIGROUP GLOBAL MARKETS LIMITED, LONDON, ZURICH BRANCH
CITIGROUP (CHANNEL ISLANDS) LIMITED
CITI GLOBAL WEALTH MANAGEMENT S.A.M.