

## One-Time Certificate for Japanese Listed ETFs and REITs

Clearstream Fund Centre S.A.  
42 avenue J.F. Kennedy  
L-1855 Luxembourg  
Luxembourg

**Please mail the completed and signed certificate to:**

Clearstream Services Prague Branch  
Tax Services Prague  
Futurama Business Park  
Building B  
Sokolovska 662/136b  
CZ-18600 Prague 8  
Czech Republic

Clearstream Fund Centre<sup>1</sup> account(s): \_\_\_\_\_ (the "Account(s)")

We, the undersigned, are a client of Clearstream Fund Centre and hold or may in the future hold Japanese listed ETFs and REITs (the "Securities") in the Account(s) on behalf of multiple beneficial owners (including ourselves, if applicable).

1. We hereby agree and authorise Clearstream Fund Centre 's depository HSBC, through its branch in Japan (the "Bank"), to act as the withholding tax agent with regard to the monetary distributions on the Securities, whereby the Bank shall:
  - i) file the Treaty Application (as defined below) or the Reclaim Application (as defined below), as applicable, on behalf of the relevant beneficial owner of the relevant Securities (the "Recipient");
  - ii) withhold the applicable tax on such distributions; and/or
  - iii) obtain the tax refund from the tax authority of Japan (the "Tax Authority") for the account(s) of the Recipient (the "Withholding Tax Agent"), each pursuant to any of the applicable tax laws and the regulations and ordinances promulgated thereunder of Japan and the applicable tax treaties to which Japan is a party, that are in effect from time to time (the "Tax Law"),
2. We represent and warrant to Clearstream Fund Centre that the Recipient specified in the relevant payment "Payment Breakdown" concerning the tax treaty application (together with the annexes thereto and other supporting documents as required according to Clearstream Fund Centre tax procedures (the "Treaty Application")) and/or the "Reclaim Form" concerning the tax reclaim application (together with the annexes thereto and other supporting documents as required according to Clearstream Fund Centre tax procedures (the "Reclaim Application")); and the Treaty Application and the Reclaim Application (collectively, the "Application") to be filed with the Tax Authority through the Bank on behalf of the Recipient are eligible for the Application.

We further represent and warrant that all the information and documents contained in the Treaty Application and/or Reclaim Application (containing the beneficial ownership details and entitlement breakdown information, among other information) provided by us in relation to the Application are genuine, complete, accurate and correct and contain no false or misleading facts, statements or omissions.

We hereby authorise Clearstream Fund Centre, through the intermediary of the Bank, to process the Application with full reliance on the aforesaid representations and warranties. We agree that Clearstream Fund Centre shall not be required to verify the authenticity, completeness, accuracy or correctness of any such information and documents. We further agree that Clearstream Fund Centre shall not be responsible for the outcome of the Application and the tax refund hereunder.

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<sup>1</sup>"Clearstream Fund Centre" registered office at 42, avenue John F. Kennedy, L-1855 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B-261.691"

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If the Tax Authority or any competent authority of Japan for whatever reason demands any amount, directly from Clearstream Fund Centre or through the intermediary of the Bank, in connection with the tax refund hereunder, we shall unconditionally arrange for repatriation of the amount forthwith on receipt of Clearstream Fund Centre's instruction (with the relevant instructions from the relevant authority attached).

We hereby agree to reimburse Clearstream Fund Centre, forthwith upon first demand, all payments made by Clearstream Fund Centre to the Tax Authority or any relevant authority in connection with any withholding tax hereunder.

3. Without prejudice to the foregoing, we undertake to indemnify Clearstream Fund Centre and its directors, officers and employees (collectively, the "Indemnitees") against all claims, liabilities, damages, costs and expenses of any kind that may be incurred by them and defend against, and keep the Indemnitees harmless from, all actions or proceedings that may be brought against them in connection with the processing of the Application by Clearstream Fund Centre except insofar as any of such claims, liabilities, damages, costs, expenses, actions and proceedings result solely and directly from the gross negligence, fraud or wilful default of the Indemnitees. This indemnity shall continue notwithstanding the termination of this certificate.
4. If Clearstream Fund Centre is required to pay the penalty tax and the delinquency tax and/or any such other taxes (collectively, the "Penalty Tax") as a result of any erroneous or incorrect Application in spite of our representations and warranties contained hereabove, we shall pay to Clearstream Fund Centre, upon demand by it, such amount (the "Gross-up Amount") calculated in accordance with the following formula, in addition to any deficit amount of withholding tax:

$$[\text{Gross-up Amount}] = (\text{Penalty Tax}) / (1.00 \text{ minus ETR})$$

where "ETR" is the total of the effective tax rates of corporation tax, special corporation tax for reconstruction, inhabitant tax (corporation levy), enterprise tax (income levy) and local corporation special tax calculated pursuant to the Tax Law at the time of Clearstream Fund Centre's demand.

5. If we fail to pay those amounts stated hereabove in full on the due date specified by Clearstream Fund Centre in the demand therefor, we shall additionally pay to Clearstream Fund Centre a delayed charge that shall accrue daily at the JPY overnight LIBOR rate or the equivalent in the prevailing market +2% p.a. on the unpaid amount until its actual payment.

We further acknowledge that, for the purpose of applying the appropriate reduced rates via the relief at source procedure, we must submit to Clearstream Fund Centre, in addition to this certificate and no later than the deadlines prescribed by Clearstream Fund Centre:

- A per-payment Payment Breakdown;
- A Certificate of Residence (if applicable);
- A Form 17 Attachment Form for Limitation on Benefits Article (if applicable); and
- A Declaration Letter (if applicable).

We undertake to provide Clearstream Fund Centre and/or the Tax Authority, promptly upon request at any time, with such information as may be necessary to substantiate the accuracy of the information contained herein, including but not limited to:

- A valid Certificate of Residence proving the tax residency of beneficial owners who are eligible to obtain a reduced rate of withholding tax at source;
- The information requested on these forms received from the beneficial owners or payees; and
- Any other tax documentation required from time to time.

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We further represent and warrant to Clearstream Fund Centre that, if we close our Account(s), we must submit to Clearstream Fund Centre, immediately, from each beneficial owner for whom we have previously applied for a reduced tax rate via the relief at source procedure in the Account(s), a valid Certificate of Residence signed, stamped and dated before the first dividend payment date to which it applies but issued within the same year of the dividend payment.

This One-Time Certificate for Japanese ETFs and REITS is valid until revoked. We hereby undertake to notify Clearstream Fund Centre promptly in the event that any information contained in this certificate, or any documentation related to this certificate, becomes untrue or incomplete.

This One-Time Certificate is governed and construed in accordance with the laws of the Grand Duchy of Luxembourg (for Clearstream Fund Centre clients) and the courts of Luxembourg Fund Centre shall have exclusive jurisdiction for all legal proceedings relating thereto.

We hereby certify, under penalty of perjury, that the above information is true, correct, up-to-date and complete and that we are authorised representatives of the Clearstream Fund Centre client named below.

We will immediately inform Clearstream Fund Centre of any change in the information provided in this certificate and any certificate related to this certificate. We understand and agree that signing this declaration does not guarantee a relief at source or standard refund.

For and on behalf of:

Name of Clearstream Fund Centre client: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

By (authorised signature/s):

\_\_\_\_\_  
Authorised signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Place

\_\_\_\_\_  
Authorised signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date (DD/MM/YYYY)