

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

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

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

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

We, the undersigned, are a client of Clearstream Europe and hold or may in the future hold Japanese listed equities, ETFs and REITs (the "Securities") in the Account on behalf of one or more multiple beneficial owners.

1. We hereby agree and authorise Clearstream Europe'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 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 Europe that the Recipient specified in the relevant per-payment "Payment Breakdown" concerning the tax treaty application (together with the annexes thereto and other supporting documents as required according to Clearstream Europe 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 Europe 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 Europe, through the intermediary of the Bank, to process the Application with full reliance on the aforesaid representations and warranties. We agree that Clearstream Europe shall not be required to verify the authenticity, completeness, accuracy or correctness of any such information and documents. We further agree that Clearstream Europe shall not be responsible for the outcome of the Application and the tax refund hereunder.

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<sup>1</sup> Clearstream Europe refers to Clearstream Europe AG with registered office at Mergenthalerallee 61, 65760 Eschborn, Germany, and registered in Register B of the Amtsgericht Frankfurt am Main, Germany under number HRB 7500.

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If the Tax Authority or any competent authority of Japan for whatever reason demands any amount, directly from Clearstream Europe 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 Europe's instruction (with the relevant instructions from the relevant authority attached).

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

- Without prejudice to the foregoing, we undertake to indemnify Clearstream Europe 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 Europe 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.
- If Clearstream Europe 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 Europe, 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 Europe's demand.

- If we fail to pay those amounts stated hereabove in full on the due date specified by Clearstream Europe in the demand therefor, we shall additionally pay to Clearstream Europe 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 Europe, in addition to this certificate and no later than the deadlines prescribed by Clearstream Europe:

- 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 Europe 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.

We further represent and warrant to Clearstream Europe that, if we close our Account, we must submit to Clearstream Europe, 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, a valid Certificate of Residence signed, stamped and

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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 Equities, ETFs and REITS is valid until revoked. We hereby undertake to notify Clearstream Europe 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 Germany and the courts of Germany shall have exclusive jurisdictions 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 Europe client named below.

We will immediately inform Clearstream Europe 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 Europe client: \_\_\_\_\_

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

Client account number: \_\_\_\_\_

### By (authorised signature/s):

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Place

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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