

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

Clearstream Banking 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  
18600 Prague 8  
Czech Republic

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

We, the undersigned, are a client of Clearstream and hold or may in the future hold Japanese listed equities, ETFs and REITs (the "Securities") in the Account.

For the purpose of ensuring that we are eligible to hold and obtain relief at source on income payments on the Securities in the Account:

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

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<sup>1</sup> Clearstream refers to (i) Clearstream Banking S.A. registered office at 42, avenue John F. Kennedy, L-1855 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B-9248 and (ii) Clearstream Europe AG (for Clearstream Europe AG clients using Creation accounts) 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 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's instruction (with the relevant instructions from the relevant authority attached).

We hereby agree to reimburse Clearstream, forthwith upon first demand, all payments made by Clearstream 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 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 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. As a consequence of the preceding paragraph, if Clearstream 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, 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's demand.

5. If we fail to pay those amounts stated hereabove in full on the due date specified by Clearstream in the demand therefor, we shall additionally pay to Clearstream 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, in addition to this One-Time Certificate for Japanese Equities, ETFs and REITs - Own Assets Only and no later than the deadlines prescribed by Clearstream:

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

We undertake to provide Clearstream 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 our tax residency and our eligibility to obtain a reduced rate of withholding tax at source;
- Any other tax documentation required from time to time.

We further represent and warrant to Clearstream that, if we close our Account, we must submit to Clearstream, immediately, for each of the payments on which 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 dated before the first dividend payment date to which it applies but issued within the same year of the dividend payment.

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

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

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 client named below.

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

This One-Time Certificate is governed and construed in accordance with the laws of the Grand Duchy of Luxembourg (for Clearstream Banking S.A. clients) and Germany (for Clearstream Europe AG clients using Creation accounts) and the courts of Luxembourg (for Clearstream Banking S.A. clients) and the courts of Germany (for Clearstream Europe AG clients using Creation accounts) shall have exclusive jurisdiction for all legal proceedings relating thereto.

### For and on behalf of:

Name of Clearstream client: \_\_\_\_\_

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

\_\_\_\_\_

### By (authorised signature/s):

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Place

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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