

**One-Time Certificate – FFI<sup>1</sup> – QIA<sup>2</sup>**  
**Qualified Intermediary assuming primary Non-Resident Alien (NRA) withholding responsibility and 1099 reporting and backup withholding responsibility**

**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>3</sup> account number(s): \_\_\_\_\_  
(the "Account(s)")

We, the undersigned client of Clearstream may hold from time to time in our Account(s) securities that generate Chapter 4 Withholdable payments and/or Chapter 3 Reportable payments (the "Securities").

We hereby certify that we are not the beneficial owner of any such Securities that we may hold from time to time in the Account(s) but we, the Clearstream Client named below, are acting as a qualified intermediary.

**In regard to our status under Chapter 4 of the Code (FATCA):**

We are FATCA-compliant according to *(tick **one** box only and complete as applicable):*

- ☐ As per the agreement signed with the U.S. Internal Revenue Service (referred hereinafter as "IRS"); or
- ☐ As per the Intergovernmental Agreement signed between the U.S.A. and \_\_\_\_\_  
under Model \_\_\_\_\_.

We endorse FATCA due diligence, withholding and reporting responsibilities to the extent applicable and required by our status and hereby provide our GIIN: \_\_\_\_\_, whenever applicable;

With regard to our Chapter 4 status, we hereby instruct Clearstream Banking SA not to apply any FATCA withholding tax on the Account(s).

**In regard to our status under Chapter 3 of the Code (QI regime):**

With respect to all Securities held in the Account(s) that generate or may generate Chapter 3 Reportable payments, we are acting as *(tick **one** box only):*

- ☐ A Qualified Intermediary (QI) assuming primary NRA withholding responsibility as well as 1099 reporting and backup withholding responsibility with respect to all U.S. Securities held in the Account(s);
- OR
- ☐ A Withholding Foreign Partnership and therefore assuming primary NRA withholding responsibility and backup withholding responsibility.

With regard to our Chapter 3 status, we hereby instruct Clearstream Banking SA not to apply NRA or backup withholding tax on the Account(s). We acknowledge that securities subject to 1446 regulations are not eligible at Clearstream. For any remaining positions subject to 1446 regulations, regardless of our status or the status of our recipients, we acknowledge that any amounts/payments/realised amounts/distributions under Section 1446, should they be received, will be paid net, with maximum taxation applied.

Attached is **Form W-8IMY**, duly completed in our name confirming our status under Chapters 3 and 4 of the Code.

<sup>1</sup> Foreign Financial Institution.

<sup>2</sup> Qualified Intermediary assuming primary Non-Resident Alien (NRA) withholding responsibility and 1099 reporting and backup withholding responsibility.

<sup>3</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 and Clearstream Europe AG clients) 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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## **Notifications**

We undertake to notify Clearstream at the latest by 10:00 Central European Time two (2) business days prior to any relevant Payment Date of any balance of the Securities that is not covered by this one-time certificate or by the attached IRS Form(s) or documentation.

We hereby undertake to notify Clearstream promptly, and at the latest within thirty (30) calendar days, of any changes to the information included in this one-time certificate or the attached forms and documentation to which this instruction refers.

We hereby undertake to provide Clearstream, within its deadline, with any additional statements, certifications, Forms, documentation, or information that may be required under i.) the Code or the regulations thereunder ii) or under the Luxembourg-U.S.A. Intergovernmental Agreement or implementing legislation or regulations thereunder (for Clearstream Banking S.A. clients) or iii) under the Germany-U.S.A. Intergovernmental Agreement or implementing legislation or regulations thereunder (for Clearstream Europe AG clients using Creation accounts and Clearstream Europe AG clients).

We hereby acknowledge and agree that in case of erroneous Chapter 4 status classification provided by ourselves, Clearstream will be required, as of ninety (90) calendar days starting at the date when the erroneous claim was made, to withhold on future payments, if any, the amount of tax that should have been withheld during this ninety (90) calendar days period.

## **Reporting**

We hereby appoint Clearstream and Clearstream's U.S. Tax Reporting Agent as our attorneys-in-fact with authority to collect and forward any necessary information or documents in connection with the Securities to the IRS to the strict extent required under Chapter 3, Chapter 4 (if applicable) and Chapter 61 of the Code and the regulations thereunder.

We similarly appoint them to collect and forward the required information or documents to other persons holding the relevant Securities for the account of Clearstream or from whom Clearstream receives payments on such Securities.

We irrevocably authorise Clearstream to disclose this certificate or any copy, attachments, or related information to the interested party, in the event of or threat of administrative or legal proceedings, an official inquiry or request of the IRS or other relevant authority, in which or to which this one-time certificate (including any certificate, Form, document or other information referred to herein) is, or would be, relevant.

We acknowledge and agree that Clearstream may disclose i) to the Luxembourg tax authorities the information or documents required to be collected and/or reported by Clearstream under the Luxembourg-U.S.A. Intergovernmental Agreement or implementing legislation or regulations thereunder (for Clearstream Banking S.A. clients) or ii) to the German tax authorities the information or documents required to be collected and/or reported by Clearstream under the Germany-U.S.A. Intergovernmental Agreement or implementing legislation or regulations thereunder (for Clearstream Europe AG clients using Creation accounts and Clearstream Europe AG clients).

## **Undertakings**

We agree irrevocably that, in the event that:

- i) we fail to deliver any certificate, Form or document necessary under the Code, the regulations issued thereunder, the Qualified Intermediary Agreement published in Revenue Procedure 2022-43 as amended, the Luxembourg-U.S.A. Intergovernmental Agreement (for Clearstream Banking S.A. clients), the Germany-U.S.A. Intergovernmental Agreement (for Clearstream Europe AG clients using Creation accounts and Clearstream Europe AG clients) or implementing legislation or regulations thereunder or Clearstream Governing Documents; or
- ii) this certificate or any certificate, Form or information referred to herein and delivered by us to Clearstream is incorrect, outdated, incomplete or invalid for any reason within our control or within our knowledge;

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then we shall indemnify Clearstream for any resulting loss, claim, liability, or expense. This includes penalties and resulting additions to tax and interest thereon (and reasonable expenses of counsel). Moreover, Clearstream may charge our account or otherwise reclaim from us, and we will pay Clearstream on demand the amount of such charge or loss and any other expenses incurred by Clearstream in pursuing their claim.

We understand that:

- i) If this certificate or any attached or connected certificate, Form or document or any information furnished by us is found to be false, we may be liable for damages and could also be subject to such other sanctions as may be determined by the Secretary of the U.S. Department of the Treasury or the IRS or by the competent Luxembourg authority under the Luxembourg-U.S.A. Intergovernmental Agreement (for Clearstream Banking S.A. clients), the Germany-U.S.A. Intergovernmental Agreement (for Clearstream Europe AG clients using Creation accounts and Clearstream Europe AG clients) or implementing legislation or regulations thereunder; and
- ii) The U.S. Department of the Treasury or the IRS or the competent Luxembourg authority under the Luxembourg-U.S.A. Intergovernmental Agreement (for Clearstream Banking S.A. clients), the Germany-U.S.A. Intergovernmental Agreement (for Clearstream Europe AG clients using Creation accounts and Clearstream Europe AG clients) or implementing legislation or regulations thereunder to which we are subject may determine that any certificate or statement given by us will not be valid to prevent the imposition of the 30% U.S. withholding tax under Chapter 4 of the Code on any withholdable payment credited to our account.
- iii) Similarly, the U.S. Department of the Treasury or the IRS may determine that any certificate or statement given by us will not be valid to prevent the imposition of the 30% U.S. withholding tax on payments to us of interest that would otherwise qualify for exemption from such tax as “portfolio interest” within the meaning of sections 871(h) and 881(c) of the Code. The U.S. Department of the Treasury or the IRS may further determine that any certificate or statement given by us will be ineffectual in the preclusion of or entitlement to a reduction of the imposition of the 30% U.S. withholding tax on payments to us of dividends within the meaning of the Code.
- iv) In case Clearstream receives the income distributed by the Securities net of U.S. withholding taxes (due to the absence of U.S. tax services offered by Clearstream's upstream agents), Clearstream will not offer any U.S. tax relief at source nor reclaim service on such specific income payment. Any reclaim of U.S. withholding taxes will have to be applied directly to the IRS.

### **Definitions and abbreviations**

For the purposes of this One-Time Certificate:

- “Beneficial Owner” means, with respect to a Security, any person that under sections 871(h)(2)(B)(ii) and 881(c)(2)(B)(ii) of the Code is considered to be the beneficial owner of that Security.
- “Chapter 3 Reportable payment” means any income paid to the account and that is considered as falling under U.S. withholding and reporting as per Chapter 3 / Chapter 61 of the Code and regulations issued thereunder.
- “Code” means the U.S. Internal Revenue Code of 1986 as amended. Any reference to any section of the Code shall mean such section of any successor provisions.
- “FFI” refers to Foreign Financial Institution.
- “Form” means an IRS form, or such successor form as shall be adopted from time to time by the IRS and any substantially similar substitute form as may be permitted by the Code or the regulations thereunder.
- “QIA” refers to Qualified Intermediary assuming primary Non-Resident Alien (NRA) withholding responsibility and 1099 reporting and backup withholding responsibility.
- “Withholdable payment” means any payment of fixed or determinable annual or periodical gains, profits, and income from sources within the U.S., to the extent treated as a withholdable payment in Chapter 4 of the Code and regulations issued thereunder.

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All terms that are used and not defined herein shall have the meanings given to them in the Code, the regulations issued thereunder, the Qualified Intermediary Agreement published in Revenue Procedure 2022-43 as amended, the Luxembourg-U.S.A Intergovernmental Agreement (for Clearstream Banking S.A. clients), the Germany-U.S.A. Intergovernmental Agreement (for Clearstream Europe AG clients using Creation accounts and Clearstream Europe AG clients) or implementing legislation or regulations thereunder and Clearstream's Governing Documents.

## Certification

This statement forms an integral part of the attached withholding certificate. We hereby certify, under penalties of perjury, that the above information is true, correct, and complete and that I am/we are an (the) authorised representative(s) of the Client named below.

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 Clearstream Europe AG clients) and the courts of Luxembourg (for Clearstream Banking S.A. clients) and the courts of Germany (for Clearstream Europe AG clients using Creation accounts and Clearstream Europe AG clients) shall have exclusive jurisdiction for all legal proceedings relating thereto.

It must be noted that, by reference, any information contained on any underlying withholding certificates associated with the account for which this one-time certificate is submitted is an integral part of this one-time certificate.

### For and on behalf of:

Name of Clearstream client:

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Address:

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Client account number:

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### Authorised signatories:

Authorised signature

Name

Title

Place

Authorised signature

Name

Title

Date (MM/DD/YYYY)