

## Consent Letter for JGB Book-Entry System operated by Bank of Japan

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

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

Clearstream Operations Prague s.r.o.  
Attn: PTR - Tax Services  
Futurama Business Park Building B  
Sokolovska 662/136b  
CZ-18600 Prague 8  
Czech Republic

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

Name of customer: \_\_\_\_\_

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

Place of registration: \_\_\_\_\_

(the "Customer") hereby agrees with **Clearstream Banking S.A., 42 avenue John F. Kennedy, L-1855 Luxembourg**, as a foreign indirect participant (the "FIP") of the JGB Book-entry System operated by the Bank of Japan under the Law concerning the Book-entry Transfer of Corporate Debt Securities, the following terms and conditions apply to the Account in respect of the Customer's transactions involving Japanese Government Securities ("JGBs") held within the JGB Book-entry System.

1. Without prejudice to the FIP's General Terms and Conditions and the other Governing Documents, the Customer consents to the following and specifically agrees that:
  - A) The Account shall be established under the JGB Book-entry System and treatment thereof shall be subject to such agreement, the Law and other laws and regulations, and these Regulations and other matters determined by the Bank of Japan in respect of the JGB Book-entry System;
  - B) Only the Book-entry JGBs to which the Customer has rights shall be described or recorded in the Account (excluding the Indirect Participant's Account (Customer ledger) and the Foreign Indirect Participant's Account (Customer ledger); the same shall apply to items C) through F) below;
  - C) The Customer may apply to the FIP for transfer (excluding that made in connection with assignment or pledge prohibited by the provisions of laws and regulations or any transfer otherwise specified by the Bank of Japan) of the Book-entry JGBs that have been described or recorded in the Customer's Account (excluding the Book-entry JGBs of which, such as those being attached, transfer or application thereof is prohibited by the provisions of laws and regulations);
  - D) If the Customer falls under the requirements specified by the Minister of Finance, provided for in Article 93, paragraph 3 of the Law, the Customer may apply to the FIP for Separation of the Book-entry JGBs Eligible for STRIPS that have been described or recorded in the subdivisions of the Customer's Account determined by the Bank of Japan (excluding the Book-entry JGBs Eligible for STRIPS of which, such as those being attached, Separation or application thereof is prohibited by the provisions of laws and regulations);
  - E) If the Customer falls under the requirements specified by the Minister of Finance, provided for in Article 93, paragraph 3 of the Law, the Customer may apply to the FIP for Consolidation of the Separated Principal Components and Separated Coupon Components that have been described or recorded in the subdivisions of the Account determined by the Bank of Japan (excluding the Separated Principal Components and Separated Coupon Components of which, such as those being attached, Consolidation or application thereof is prohibited by the provisions of laws and regulations);

*(continued on next page)*

1. "Clearstream Banking" refers to 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.

## Consent Letter for JGB Book-Entry System operated by Bank of Japan (cont)

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- F) If redemption (in the case of the Separated Coupon Components, payment of interest) is made in respect of the Book-entry JGBs that have been described or recorded in the Account, the Customer shall be deemed to have applied to the FIP for obliteration of the description or record of the Book-entry JGBs;
  - G) Principal and interest of the Book-entry JGBs that have been described or recorded in the Account (excluding the Book-entry JGBs of which, such as those being attached, obliteration or application thereof is prohibited by the provisions of laws and regulations) shall be received by the FIP on behalf of the Customer, and distributed to the Customer;
  - H) The Participant, being a FIP who is authorised to receive such principal and interest as provided for in the preceding item and pursuant to the same item, shall further authorise the Bank of Japan to receive the same;
  - I) If there is any change in name or address of the Customer, the Customer shall immediately notify the FIP thereof;
  - J) If the Customer is the Investor provided for in Article 11, Paragraph 2 of the Act, the Participant, being a FIP, shall guarantee jointly and severally that the Bank of Japan performs all obligations owed to the Customer, provided for in Article 105, Paragraph 2 or Article 109, Paragraph 3 of the Act.
2. Notwithstanding the provision of paragraph 1. item G) above, the FIP may agree with the Customer, upon request by the Customer, to distribute all or any part of interest on the Book-entry JGBs that have been described or recorded in the Account (excluding the Book-entry JGBs of which, such as those being attached, obliteration or application thereof is prohibited by the provisions of laws and regulations) to any person other than the Customer.

**For and on behalf of:**

\_\_\_\_\_  
*Authorised Signature*

\_\_\_\_\_  
*Authorised Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Place*

\_\_\_\_\_  
*Date*