

One-Time Certificate – FFI¹ – QIB²
Omnibus account for both FATCA non-compliant³ and compliant⁴ recipients being non-U.S. beneficial owners, U.S. exempt recipients and U.S. specified persons in a U.S. payee pool

Please mail the completed and signed certificate to:

Clearstream Services S.A.
Attn: OTL – Tax Services
42, avenue J.F. Kennedy
L-1855 Luxembourg
Luxembourg

Clearstream Banking⁵ account number(s): _____ (the “Account(s)”)

We, the undersigned customer of Clearstream Banking 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 Banking Customer named below, are acting as a qualified intermediary on behalf of

- FATCA non-compliant recipients, and
- FATCA compliant recipients that are exclusively non-U.S. beneficial owners and/or U.S. exempt recipients and/or U.S. specified persons in a U.S. payee pool.

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

We are a Foreign Financial Institution (FFI) that is FATCA compliant

- 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 hereby provide our GIIN: _____ whenever applicable and our Chapter 4 status code: _____

In regard to our Chapter 4 status, we do assume FATCA due diligence, primary withholding and reporting responsibilities, to the extent applicable and required by our status, for withholdable payments on Securities held on the Account(s).

In regard to U.S. payees pooling whenever applicable, we also confirm that we

- i) are a Participating FFI (including Reporting Model 2 FFI) or Registered Deemed Compliant FFI (including reporting Model 1 FFI), and are
- ii) permitted under Regulations section 1.6049-4(c)(4)(iii), for each recipient included in a Chapter 4 withholding rate pool of U.S. payees, to integrate it in such pool.

1. Foreign Financial Institution.
2. Qualified Intermediary assuming primary Non-Resident Alien (NRA) withholding responsibility but not assuming the 1099 reporting and backup withholding responsibility.
3. Recipients that are NPFFIs, recalcitrant or non-consenting U.S. accounts
4. Recipients that do not qualify as NPFFIs, recalcitrant or non-consenting account holders
5. “Clearstream Banking” 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 Banking AG (for Clearstream Banking AG customers using Creation accounts and Clearstream Banking AG customers) with registered office at 61, Mergenthalerallee, 65760 Eschborn, Germany and registered in Register B of the Amtsgericht Frankfurt am Main, Germany under number HRB 7500

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In regard to our status under QI regime (Chapter 3, Chapter 61 and Section 3406)

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With respect to all Securities held in the Account(s), we are acting as a Qualified Intermediary (QI) assuming primary Non-Resident Alien (NRA) withholding responsibility but not assuming the 1099 reporting and backup withholding responsibility.

We hereby certify that our IRS Chapter 3 Recipient code is: _____

Attached is Form **W-8IMY**⁵, duly completed in our name confirming our status under Chapter 3 and Chapter 4 of the Code (as defined below).

In regard to Chapter 4 (FATCA) “Withholdable Payments”

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

With respect to the FATCA non-compliant recipients for whom we may hold Securities in the Account(s) and for whom we may receive withholdable payments, we hereby acknowledge that we assume full responsibility for withholding for FATCA purposes wherever required under Chapter 4 of the IRC or under the IGA.

In regard to “Chapter 3 Reportable Payments” (QI regime)

In accordance with our Chapter 3 status, we hereby instruct Clearstream Banking to credit all payments that are classified as Chapter 3 Reportable payments gross the Account(s).

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 5. 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.

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Notifications

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

We hereby acknowledge and agree that in case of erroneous Chapter 4 status classification provided by ourselves, Clearstream Banking 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 Banking and Clearstream Banking'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 Banking or from whom Clearstream Banking receives payments on such Securities.

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

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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 2017-15 as amended, the Luxembourg-U.S.A. Intergovernmental Agreement (for Clearstream Banking S.A. customers), the Germany-U.S.A. Intergovernmental Agreement (for Clearstream Banking AG customers using Creation accounts and Clearstream Banking AG customers) or implementing legislation or regulations thereunder or Clearstream Banking Governing Documents; or
- ii) this certificate or any certificate, Form or information referred to herein and delivered by us to Clearstream Banking is incorrect, outdated, incomplete or invalid for any reason within our control or within our knowledge;

then we shall indemnify Clearstream Banking 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 Banking may charge our account or otherwise reclaim from us, and we will pay Clearstream Banking on demand the amount of such charge or loss and any other expenses incurred by Clearstream Banking 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. customers) or by the competent German authority under the Germany-U.S.A. Intergovernmental Agreement (for Clearstream Banking AG customers using Creation accounts and Clearstream Banking AG customers) 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. customers) or the competent German authority under the Germany-U.S.A. Intergovernmental Agreement (for Clearstream Banking AG customers using Creation accounts and Clearstream Banking AG) 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 Banking 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 Banking 's upstream agents), Clearstream Banking 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.

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Definitions

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.
- “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.
- “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.

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 2017-15 as amended, the Luxembourg-U.S.A Intergovernmental Agreement (for Clearstream Banking S.A. customers), the Germany-U.S.A. Intergovernmental Agreement (for Clearstream Banking AG customers using Creation accounts and Clearstream Banking AG customers) or implementing legislation or regulations thereunder and Clearstream Banking’s Governing Documents.

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

For and on behalf of:

Name of Clearstream Banking customer: _____

Address: _____

Authorised signature(s):

Authorised Signature

Authorised Signature

Name

Name

Title

Title

Place

Date (MM/DD/YYYY)

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