

Agreement for Setting up Margin Transaction Account

I/We hereby acknowledge that I/we have received and fully understood the explanation provided by your company regarding the margin transaction system including its characteristics and mechanisms, and will conduct margin transaction on my/our own judgment and responsibility. In setting up a Margin Transaction Account in your company, I/we agree to abide by the matters provided in each of the following articles hereof, as well as the provisions of the Financial Instruments and Exchange Act (Act No. 25 of 1948; hereinafter referred to as the “Act”) and laws and regulations, any provisions related to the conditions of margin transactions prescribed in the Brokerage Agreement Standards (*Jutaku Keiyaku Junsoku*), the Articles of Incorporation (*Teikan*), the Business Regulations (*Gyoumu Kitei*), other rules, decisions, and practices of the financial instruments exchange which establishes the financial instruments exchange market where transactions pertaining to margin transaction are conducted (hereinafter referred to as the “Exchange”).

IN WITNESS WHEREOF, I/we have hereto signed my/our name and delivered this Agreement to your company. The terms used herein shall have the same meaning as the terms defined in the provisions of rules of the Exchange.

Article 1. Management through Margin Transaction Account

With respect to margin transactions to be made between your company and me/us, any borrowed money, purchased securities, borrowed securities, sales proceeds, security deposits, gain and loss on settlement of transactions, interest, and other money payable or receivable shall be handled in this margin transaction account.

Article 2. Scope of Securities in Lieu of Security Deposits

If I/we deposit securities in lieu of security deposits with your company, I/we acknowledge that your company may receive such securities to the extent they are acceptable to your company.

Article 3. Treatment of Security Deposits

1. All security deposits deposited in my/our Margin Transaction Account at your company shall be kept in custody separately from your assets in accordance with the laws and regulations.
2. Notwithstanding the provisions of the preceding paragraph, I/we acknowledge that any securities in lieu of security deposits deposited with your company may, upon my/our consent in writing separately, be pledged as collateral or loaned to a third party by your company.
3. In the case of the preceding paragraph, your company shall keep in custody

the amount of money or securities equivalent to the securities which your company has pledged as collateral or lent to a third party separately from your assets in accordance with the laws and regulations.

Article 4. Treatment of Securities Purchased and Sales Proceeds

I/We acknowledge that your company may, at the discretion of your company, lend the securities I/we have purchased or sales proceeds of my/our securities through my/our Margin Transaction Account to a third party, pledge them as collateral, make use of them for other customers' margin transactions, or exercise any rights pertaining to such securities.

Article 5. Changes to the Conditions for Closing Outstanding Transactions

In the event that the Exchange makes any changes to the conditions for closing outstanding transactions pertaining to margin transaction due to natural disasters, drastic changes in economic conditions, delisting, or other unavoidable reasons, I/we shall comply with such changes.

Article 6. Restriction by Loans for Margin Transactions Regulations

With respect to the standardized margin transaction in which I/we am/are engaged, I acknowledge that if a Securities Finance Company, which is designated by the Exchange (hereinafter referred to as the "SFC"), takes any actions or imposes any restrictions as prescribed in the following items in accordance with the Loans for Margin Transactions Regulations (*Taishaku Torihiki Kashidashi Kitei*), your company shall take the same actions or impose the same restrictions on my/our standardized margin transactions:

- (1) Where a SFC postpones applying for loan repayment in accordance with the Loans for Margin Transactions Regulations, as a result of the fact that the number of outstanding shares for loaned stocks, etc. for a specific stock pertaining to the Loans for Margin Transactions handled by the SFC exceed the number of outstanding shares for loaned money, etc. and it becomes impossible or extremely difficult to procure additional stocks to compensate for such shortfall, etc.;
- (2) Where a SFC urges to make settlements with the exceptional procedures and conditions determined separately in accordance with the Loans for Margin Transactions Regulations, as a result of the fact that it becomes impossible or extremely difficult to settle Loans for Margin Transactions regarding a part or all of stocks due to natural disasters, wars, civil commotion, drastic changes in overall economic conditions, trading halts or restrictions by the Exchange, shortages in stocks to be loaned, or other unavoidable reasons; or
- (3) Any other restrictions by the Loans for Margin Transactions Regulations of the SFC relating to the conditions of the standardized margin transaction.

Article 7. Treatment of Matters such as Dividends from Surplus to Be Paid for, and Rights to Receive Stocks upon Stock Split of, Purchased Securities

With respect to the standardized margin transaction, in the event that I/we acquire any rights, including rights of dividends from surplus to be paid for, and rights to receive stocks upon stock split of, purchased securities that I/we have deposited with your company or securities borrowed from your company, these rights shall be treated in a manner set forth by the Exchange.

Article 8. Acceleration of Fulfillment of Obligations

1. In the event that I/we become involved in any of the following events, I/we acknowledge that I will lose the benefit of term regarding any or all obligations I/we owe to your company pertaining to my/our margin transactions and will fulfill such obligations immediately, without any notice or demand from your company:
 - (1) If I/we suspend a payment or file a petition for commencement of a bankruptcy proceeding, rehabilitation proceeding, corporate reorganization proceeding, or special liquidation;
 - (2) If my/our bank transactions are suspended by the clearinghouse or the electronic monetary claim recording institution set forth in Article 2, Paragraph 2 of Electronically Recorded Monetary Claims Act (Act No. 102 of 2007);
 - (3) If an order or a notice of provisional seizure, preservative seizure or seizure on any part of receivables pertaining to my/our margin transactions or other receivables against your company is sent;
 - (4) If a procedure for seizure or auction has started for the collaterals, which are pledged as collateral to satisfy my/our obligations I/we owe to your company pertaining to the margin transactions;
 - (5) If I/we fall under any event equivalent or similar to those prescribed in the preceding items pursuant to foreign laws and regulations; or
 - (6) If my/our whereabouts become unknown to your company due to reasons attributable to me/us, such as failure to inform your company of a change of my/our address.
2. In the event that any of the following events arises, I/we acknowledge that I/we shall lose the benefit of term regarding any or all obligations I/we owe to your company pertaining to my/our margin transactions and shall fulfill such obligations immediately upon your company's request:
 - (1) If I/we delay fulfillment of all or part of the obligations pertaining to my/our margin transactions with your company or other obligations I/we owe to your company;
 - (2) If a procedure for seizure or auction (including cases where I/we fall under any event equivalent or similar to procedures pursuant to foreign laws and regulations) has started for the collaterals, which are pledged as collateral to satisfy my/our

obligations I/we owe to your company (excluding obligations pertaining to my/our margin transactions);

- (3) If I/we fail to comply with any of the provisions prescribed in this agreement or other agreements on any transactions with your company; or
- (4) If any reasonable event which requires the preservation of receivables against your company in addition to those set forth in the preceding three items occur.

Article 9. Treatment of Margin Transactions in Case of Acceleration of Fulfillment of Obligations

1. If I/we fall under any of each item of Paragraph 1 of the preceding article, I/we acknowledge that your company may, at the discretion of your company and for my/our own account, execute any sale or purchase contract necessary for settlements of any or all margin transactions through my/our Margin Transaction Account at your company.
2. If I/we delay fulfillment of all or part of my/our obligations pertaining to my/our margin transactions listed in Paragraph 2, Item 1 of the preceding article, I/we acknowledge that your company may, at the discretion of your company and for my/our own account, execute any sale or purchase contract necessary for settlements of my/our margin transactions pertaining to such delay in accordance with the rules of the Exchange.
3. If I/we fall under any of each item in Paragraph 2 of the preceding article, I/we shall, upon your company's request, entrust your company any sale or purchase transaction necessary for settlements of any and all margin transactions through my/our Margin Transaction Account at your company by the date and time designated by your company (excluding cases where your company will execute any sale or purchase contract pursuant to the provisions of the preceding paragraph).
4. If I/we do not entrust your company any sale or purchase transaction by the date and time set forth in the preceding paragraph, I/we acknowledge that your company may, at the discretion of your company and for my/our own account, execute any sale or purchase contract necessary for such settlements.
5. If any loss is incurred by conducting sale or purchase set forth in each of the preceding paragraphs, I/we shall pay your company the amount of money equivalent to such loss immediately.

Article 10. Disposition of Security Deposit, etc.

In the event that I/we fail to fulfill any of the obligations I/we owe to your company regarding my/our margin transactions by the date and time specified by your company, I/we acknowledge that your company may, for my/our own account, dispose securities and assets listed in the following items without any notice, demand, or legal procedures by your company. The method, time, place, price and other terms shall be determined at

the discretion of your company, and the proceeds from the disposition after deducting expenses shall be applied to satisfy my/our obligations regardless of legal priorities of such obligations. If there are outstanding after the abovementioned offset, I/we shall make a payment for such obligations immediately.

- (1) Securities in lieu of security deposits I/we have deposited with your company.
- (2) With respect to other securities transactions, my/our securities or movable assets that are possessed by your company or registered in the account in accordance with the Act on the Book-Entry Transfer of Corporate Bonds, Shares, etc. (Act No. 75 of 2001).

Article 11. Offset Calculation

1. In the event that I/we am/are obliged to fulfill all my/our obligations to your company due to certain circumstances including maturity of due period and acceleration of fulfillment of obligations, I/we acknowledge that your company may offset such obligations with any and all of my/our receivables pertaining to my/our margin transactions and other receivables against your company at any time regardless of the remaining term of such receivables.
2. If the offset specified in the preceding paragraph is available, I/we acknowledge that your company may receive the return of my/our deposits on my/our behalf, and apply it to payment of my/our obligations I/we owe to your company, without giving me/us any prior notice and without following the prescribed procedures.
3. In the event that obligations are to be offset in accordance with the provisions of the preceding two paragraphs, calculation of interest on my/our obligations and receivables, delinquency charges, etc. shall be fulfilled under the following conditions:
 - (a) The end of the calculation period shall be the day when such a calculation is performed;
 - (b) The interest rate for the obligations and receivables shall be determined by your company;
 - (c) The rate of default charges for the obligations to your company pertaining to my/our margin transactions shall be determined by the Exchange; and
 - (d) The rate of default charges against other obligations to your company shall be determined by your company.

Article 12. Priority Order of Application to Payments, etc.

In the event that the payments made by me/us or the offset specified in the preceding article made by your company are insufficient to discharge all of my/our obligations, I/we acknowledge that your company may apply such payments or offsets to my/our obligations according to the priority order your company deems appropriate.

Article 13. Payment of Default Charges

In the event that I/we fail to fulfill any of the obligations I/we owe to your company relating to my/our margin transactions, I/we shall, upon your company's request, pay for the default charges calculated at the rate determined by the Exchange for the period from the day immediately following the due date to the date of actual fulfillment.

Article 14. Treatment in Case Your Company Falls under the Category of the Financial Instruments Business Operator That Is the Subject of a Notice, etc.

1. In the event that any of the following events arises, I/we acknowledge that, unless otherwise received a special notice from your company or the Investor Protection Fund of which your company is a member (hereinafter referred to as the "Fund"), I/we shall lose the benefit of term for any and all obligations I/we owe to your company pertaining to all of my/our margin transactions through my/our Margin Transaction Account at your company (hereinafter referred to as the "said margin transaction"), and will become unable to conduct any sale or purchase transaction for settlement.
 - (1) If your company falls under the category of the Financial Instruments Business Operator That Is the Subject of a Notice defined in the Act, and when the Fund exercises the beneficial interest into your company's Customer Segregated Fund Trust;
 - (2) If your company falls under the category of the Distressed Financial Instruments Business Operator defined in the Act, and when the Fund gives a public notice;
2. In the case of the preceding paragraph, I/we acknowledge that all receivables (excluding a right to claim return of security deposits) and obligations pertaining to my/our said margin transaction with your company shall be settled by delivering and receiving money equivalent to the amount of difference between the amounts prescribed in the following Items (1) and (2). In this regard, if I/we have to make a payment of money equivalent to the amount of difference, such amount of difference shall be secured by my/our security deposits deposited with your company.
 - (1) Total amount of (i) receivables pertaining to the sales proceeds from said margin transaction, (ii) the amount determined by the Exchange as the amount equivalent to the securities purchased through said margin transaction, and (iii) all other receivables regarding said margin transaction (excluding a right to claim delivery of purchased securities as well as a right to claim return of security deposits pertaining to said margin transaction).
 - (2) Total amount of (i) obligations pertaining to the purchase money through said margin transaction, (ii) the amount determined by the Exchange as the amount equivalent to the securities sold through said margin transaction, and (iii) all other obligations regarding said margin transaction (excluding a

delivery obligation for the securities sold pertaining to said margin transaction).

Article 15. Claim for Treatments in Conjunction with Recognition, etc.

In the event that your company falls under the category of the Financial Instruments Business Operator That Is the Subject of a Notice or Distressed Financial Instruments Business Operator, and if I/we incur any damages resulting from any of treatments specified in the preceding article and in accordance with other rules set forth by the Exchange, I/we shall not make any claim for damages against the Exchange.

Article 16. Prohibiting Transfer of Receivables, etc.

I/We shall not transfer or pledge any of my/our receivables against your company as collateral to a third party.

Article 17. Interest on Security Deposit or Other Consideration

No interest or other consideration shall accrue on the money deposited as securities deposits or securities in lieu of security deposits which I/we have deposited with your company with respect to my/our margin transactions.

Article 18. Reporting

In the event that any of the events set forth in each item of Article 8, Paragraph 1 and Paragraph 2 occurs, I/we shall immediately report that fact to your company in writing.

Article 19. Notice of Changes in Reported Matters

I/We shall immediately give notice to your company in writing whenever any change occurs to my/our name, trade name, seal, specimen signature (*shomei-kan*), address, office location, or any other matters which I/we have registered with your company.

Article 20. Preparation and Submission of Reports, etc.

1. I/We acknowledge that your company shall, upon being requested under the laws and regulations, etc. of Japan, report the details of my/our margin transactions and other matters to the governmental authorities of Japan, etc. In such a case, I/we shall cooperate with your company to prepare such reports and other documents under the direction of your company.
2. Your company shall not be liable for any damages caused in relation to the preparation or submission of the reports and other documents conducted in accordance with the provision of the preceding paragraph.

Article 21. Disclaimer

1. Your company shall not be liable for any damages caused by any delays in returning security deposits, etc. upon my/our request, due to force majeure such as

natural disasters and other justifiable reasons.

2. Your company shall not be liable for any damages caused by loss, extinguishment and deterioration of security deposits and other incidents due to the reasons set forth in the preceding paragraph.
3. Your company shall not be liable for any damages caused by forgery, alteration or other accidents concerning reports or other documents, provided that your company has confirmed the seal or signature used thereon to be genuine by collating with the registered seal impression or signature with due diligence.

Article 22. Effect of Notice

In the event that any notice with respect to my/our margin transactions sent by your company, addressing to my/our reported address or office location, is delayed or does not arrive due to reasons attributable to me/us such as address change or absence, such notice shall be deemed to have arrived at the time when it should have arrived normally.

Article 23. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Japan.

Article 24. Agreed Jurisdiction

With respect to any legal action over my/our margin transactions with your company, your company may designate a court with jurisdiction over such legal action among from courts with jurisdiction over the territory where the head office or _____ branch of your company is located.

Article 25. Submission and Receipt of Documents by Electronic or Magnetic Means

1. Your company may obtain my/our approval or receive my/our reports or notices by using an electronic or magnetic means, instead of using the method set forth in Article 3, Paragraph 2, Articles 18 and 19 hereof (other than the case where there is any change in seal or specimen signature), if your company has, after furnishing me/us with information on the type and particulars of the electronic or magnetic means to be used, obtained an approval from me/us either in writing or through the electronic or magnetic means. In this instance, your company shall be considered to have obtained my/our approval or received my/our reports or notices instead of in writing. In this article, the term "electronic or magnetic means" shall refer to means of an electronic data processing system or by any other means of information and communications technology as prescribed in Article 57-3 of the Cabinet Office Ordinance Relating to Financial Instruments Business, etc.
2. Having obtained my/our approval as prescribed in the preceding paragraph, if your company receives an instruction from me/us either in writing or through the

electronic or magnetic means regarding my/our intention not to approve, report, or notify through the electronic or magnetic means, your company may not receive my/our approval, reports or notices through the electronic or magnetic means, which were deemed appropriate to replace written approval; provided, however, that this shall not apply in case that I/we give approval as prescribed in the preceding paragraph again.

Article 26. Securities

In this agreement, the term “securities” refers to the securities as prescribed in Article 2, Paragraph 1 of the Act as well as the rights deemed as securities as prescribed in Paragraph 2 of the same article.

Dated: / /

[In the case of signature:]

ENTRUSTING PARTY (We, Our, Us):

(Address)

By:

(Name)
(Title)

[In the case of company seal:]

ENTRUSTING PARTY (We, Our, Us)

(Name/Trade Name)

(Address)

