**Sample (To those submitting the revised Agreement in writing)**

[Month] [Day], [Year]

To Customers,

[Name of Trading Participant]

Partial Revision to the Agreement for Setting up Futures/Options Trading Account

Osaka Exchange, Inc. (OSE) will partially revise the Agreement for Setting up Futures/Options Trading Account (hereinafter "Agreement") as indicated below.

If you agree to the revision to the Agreement, please have a duly authorized representative sign on the revised Agreement and submit it to [trading participant’s department in charge].

1. Outline

OSE will make necessary revisions to the Agreement in connection with the expansion of trading that is eligible for cross margining at JSCC.

2. Implementation Date

March 4, 2024

**Sample (To those receiving the written confirmation on the revision)**

[Month] [Day], [Year]

To Customers,

[Name of Trading Participant]

Partial Revision to the Agreement for Setting up Futures/Options Trading Account

Osaka Exchange, Inc. (OSE) will partially revise the Agreement for Setting up Futures/Options Trading Account (hereinafter "agreement") as indicated below.

If you agree to the revision to the agreement, please have a duly authorized representative sign on the predetermined written confirmation (no revenue stamp required) and submit it to [trading participant’s department in charge].

1. Outline

OSE will make necessary revisions to the Agreement in connection with the expansion of trading that is eligible for cross margining at JSCC.

2. Implementation Date

March 4, 2024

**Sample**

**(To those submitting the revised Agreement by electromagnetic means)**

[Month] [Day], [Year]

To Customers,

[Name of Trading Participant]

Partial Revision to the Agreement for Setting up Futures/Options Trading Account

Osaka Exchange, Inc. (OSE) will partially revise the Agreement for Setting up Futures/Options Trading Account (hereinafter "Agreement") as indicated below.

If you agree to the revision to the Agreement, please notify such fact to us by [the electromagnetic means specified by the trading participant].

1. Outline

OSE will make necessary revisions to the Agreement in connection with the expansion of trading that is eligible for cross margining at JSCC.

2. Implementation Date

March 4, 2024

**Sample (To those receiving the written confirmation on the revision by electromagnetic means)**

[Month] [Day], [Year]

To Customers,

[Name of Trading Participant]

Partial Revision to the Agreement for Setting up Futures/Options Trading Account

Osaka Exchange, Inc. (OSE) will partially revise the Agreement for Setting up Futures/Options Trading Account (hereinafter "Agreement") as indicated below.

If you agree to the revision to the Agreement, please submit the written confirmation that contains your agreement to the revised Agreement by [the electromagnetic means specified by the trading participant].

1. Outline

OSE will make necessary revisions to the Agreement in connection with the expansion of trading that is eligible for cross margining at JSCC.

2. Implementation Date

March 4, 2024

Sample (Written Confirmation)

To: [Name of Trading Participant]

I hereby submit this document as proof of my agreement to the partially revised Agreement for Setting up Futures/Options Trading Account to be implemented on March 4, 2024.

[Month] [Day], [Year]

Address

Name or Company Name of the Entrustor (signature / seal)

**Agreement for Setting up Futures/Options Trading Account**

**(Table for comparison of the new and old rules)**

|  |  |
| --- | --- |
| **New** | **Old** |
| Article 11-2. (Extinguishment of Rights and Obligations Concerning Cross Margined JGB Futures Cleared Contracts and Cross Margined Interest Rate Futures Cleared Contracts) | Article 11-2. (Extinguishment of Rights and Obligations Concerning Cross Margined JGB Futures Cleared Contracts) |
| I/we shall not object, in the case where I/we am/are a cross margining user, to the extinguishment to be effective for the future, and within the scope of the case prescribed in the Business Rules of JSCC, of my/our rights and obligations concerning trading of JGB Futures and Interest Rate Futures through your company concerning Cross Margined JGB Futures Cleared Contracts and Cross Margined Interest Rate Futures Cleared Contracts. | I/we shall not object, in the case where I/we am/are a cross margining user, to the extinguishment to be effective for the future, and within the scope of the case prescribed in the Business Rules of JSCC, of my/our rights and obligations concerning trading of JGB Futures through your company concerning Cross Margined JGB Futures Cleared Contracts. |
|  |  |
| Article 12. (Resale, Repurchase, etc. in Futures/Options Trading in Case of Acceleration, etc.) | Article 12. (Resale, Repurchase, etc. in Futures/Options Trading in Case of Acceleration, etc.) |
| In the case that any of the events set forth in the items described in Paragraph 1 of Article 11 occurs to me/us, I/we shall not object if your company, at its discretion and for and on my/our account, carries out any resale or repurchase, enters into a sales agreement or a purchase agreement, carries out final settlement or exercise of options, or enters into any agreement concerning the purchase or sale of securities which shall be carried out by the exercise of an option relating to individual securities (including the entrustment of these actions; hereinafter referred to as the "Resale, Repurchase, etc."), which may be necessary for the settlement of any Futures/Options Trading (except for Cross Margined JGB Futures Cleared Contracts, Cross Margined Interest Rate Futures Cleared Contracts and relevant matters) made by me/us through the Account with your company. | In the case that any of the events set forth in the items described in Paragraph 1 of Article 11 occurs to me/us, I/we shall not object if your company, at its discretion and for and on my/our account, carries out any resale or repurchase, enters into a sales agreement or a purchase agreement, carries out final settlement or exercise of options, or enters into any agreement concerning the purchase or sale of securities which shall be carried out by the exercise of an option relating to individual securities (including the entrustment of these actions; hereinafter referred to as the "Resale, Repurchase, etc."), which may be necessary for the settlement of any Futures/Options Trading (except for Cross Margined JGB Futures Cleared Contracts and relevant matters) made by me/us through the Account with your company. |
| 2.~5.　 (Abbrev.) | 2.~5.　 (Abbrev.) |
| 6. Notwithstanding the provision of Paragraph 1 hereof, in the case where I/we am/are a cross margining user, when my/our rights and obligations concerning trading of JGB Futures and Interest Rate Futures through your company concerning a Cross Margined JGB Futures Cleared Contract and a Cross Margined Interest Rate Futures Cleared Contract have been extinguished into the future in the manner prescribed in the Business Rules of JSCC, I/we shall abide by the provisions prescribed in the Business Rules of JSCC with regard to arrangements concerning the Cross Margined JGB Futures Cleared Contract and the Cross Margined Interest Rate Futures Cleared Contract. | 6. Notwithstanding the provision of Paragraph 1 hereof, in the case where I/we am/are a cross margining user, when my/our rights and obligations concerning trading of JGB Futures through your company concerning a Cross Margined JGB Futures Cleared Contract have been extinguished into the future in the manner prescribed in the Business Rules of JSCC, I/we shall abide by the provisions prescribed in the Business Rules of JSCC with regard to arrangements concerning the Cross Margined JGB Futures Cleared Contract. |
|  |  |
|  |  |
| Supplementary Provisions (March 4, 2024) |  |
| 1. The amended provisions shall become effective as of March 4, 2024. |  |
| 2. Notwithstanding the provisions of the preceding paragraph, where Osaka Exchange, Inc. deems it inappropriate to implement the amended provisions from March 4, 2024 due to any malfunction in the operation of the trading systems or any other unavoidable reason, the amended provisions shall become effective as of the date stipulated by Osaka Exchange, Inc. subsequent to said date. |  |
|  |  |