

Carbon Credit OTC Trade Settlement Service Terms of Use

March 2026

Tokyo Stock Exchange, Inc.

Contents

Chapter 1	Operation of the Service	2
Chapter 2	Users.....	2
	Section 1. General Provisions.....	2
	Section 2. User Obligations.....	3
	Section 3. Disciplinary Actions and Sanctions Against Users.....	3
Chapter 3	Use of the Service	4
Chapter 4	Settlement	6
Chapter 5	Miscellaneous Provisions	14

Chapter 1 Operation of the Service

Article 1. Purpose

1. These Carbon Credit OTC Trade Settlement Service Terms of Use (hereinafter referred to as the "Terms of Use") stipulate the conditions and necessary items for using the OTC Trade Settlement Service for carbon credits (hereinafter referred to as the "Service"), which is conducted by Tokyo Stock Exchange, Inc. (TSE) as a service ancillary to the establishment of the Carbon Credit Market (hereinafter referred to as the "Market").
2. In addition to the items specified by TSE in the Terms of Use, TSE may also prescribe necessary details concerning its service operation in the supplementary rules.

Article 2. Ensuring Smooth Settlement

Persons using the Service (as prescribed in Article 3) shall endeavor to ensure smooth settlement in connection with their use of the Service.

Chapter 2 Users

Section 1. General Provisions

Article 3. Persons Permitted to Use the Service

1. Persons permitted to use the Service (hereinafter referred to as "Users") shall be limited to those who are currently Carbon Credit Market Participants (as prescribed in Article 5 of the Carbon Credit Market Participation Terms and Conditions established by TSE (hereinafter referred to as the "Market Terms and Conditions"); the same shall apply hereinafter) and who, in the Market, have Designated Credits (as prescribed in Article 2-2, Item 6 of the Market Terms and Conditions) that they have designated as being carbon credits eligible for the Service as provided in Article 11.
2. Upon using the Service, Users shall, in advance, agree to the Terms of Use and shall use the Service in accordance with the provisions of the Terms of Use.

Article 4. Agency

Users shall not use the Service for any customer on the basis of any entrustment from such customer.

Article 5. Designation of Settlement Accounts

The bank accounts and credit accounts (meaning the Credit Accounts as prescribed in Article 2-2, Item 3 of the Market Terms and Conditions; the same shall apply hereinafter) used for settlement in connection with the Service shall be the accounts designated by the User pursuant to the

provisions of Article 4, Paragraph 2 of the Carbon Credit Market Participation Terms and Conditions Supplementary Provisions (hereinafter referred to as the "Supplementary Provisions").

Section 2. User Obligations

Article 6. Service Fees

Users must pay to TSE fees for using the Service as specified in each of the following items. However, these fees will all be zero for the time being.

- (1) Matching fee
- (2) Settlement fee

Article 7. Monitoring and Investigations by TSE

1. From the perspective of ensuring smooth settlement under the Service, TSE shall monitor the status of matching and settlement with respect to applications to use the Service for settlement (meaning the applications to use the Service as prescribed in Article 15).
2. If TSE deems it necessary in light of monitoring or operation of the Service pursuant to the preceding paragraph, it may request a User to submit reports or documents that provide information on Said User's use of the Service or its operations or assets pertaining to carbon credits.
3. Upon receiving a request pursuant to the preceding paragraph, a User shall submit reports or documents without delay.

Section 3. Disciplinary Actions and Sanctions Against Users

Article 8. Disciplinary Actions Against Users

1. In cases where a User falls under any of the following items, TSE may, after requesting an explanation from the User as necessary, suspend or restrict the User's use of the Service (hereinafter referred to as "Measures Such as Suspending Use of the Service"), or request improvements.
 - (1) The User no longer falls under those permitted to use the Service as prescribed in Article 3;
 - (2) A Trading Halt under Article 17 of the Market Terms and Conditions is conducted;
 - (3) The User defaults on a settlement as prescribed in the items of Article 45 or Article 32 of the Market Terms and Conditions;
 - (4) TSE deems that the User has violated or is likely to violate the Terms of Use or the Market Terms and Conditions;
 - (5) TSE deems that the User has acted or is likely to act in a manner that inappropriately interferes with the operation of the Service;

- (6) The User fails to pay the set market User fees to TSE as prescribed in Article 10 of the Market Terms and Conditions, or fails to deposit the participant security money or other security requested by TSE as prescribed in Article 11 of the Market Terms and Conditions, or a User fails to pay the fees in connection with use of the Service requested by TSE as prescribed in Article 6;
 - (7) The User has been subjected to disciplinary action or punished pursuant to the provisions of laws and regulation, or has been given a hearing or a vindication opportunity pertaining to regulatory disposition as prescribed by laws and regulations, or has received an improvement order from an administrative agency in regard to the disciplinary action or punishment; or
 - (8) The User withdraws its use of the Service as prescribed in Article 31.
2. If TSE takes Measures Such as Suspending Use of the Service or issues an improvement order as prescribed in the preceding paragraph, TSE shall notify the User to that effect.
 3. If TSE takes Measures Such as Suspending Use of the Service or issues an improvement order pursuant to Paragraph 1 and, taking into account the way in which any of the items of said paragraph applies, deems it particularly necessary from the perspective of the stable operation of the Service, TSE may make a public announcement to that effect.
 4. Measures Such as Suspending Use of the Service shall take effect on the day when TSE issues the notice under Paragraph 2. However, if TSE has issued a notice specifying the date on which the Measures Such as Suspending Use of the Service will take effect, it will take effect on the said date.
 5. A User who has been subject to Measures Such as Suspending Use of the Service pursuant to the provisions of Paragraph 1 may continue to settle only executions for which matching was conducted before said measure took effect. However, this shall not apply when the Measures Such as Suspending Use of the Service fall under Article 32, Item 4.
 6. If a User incurs costs or damage as a result of Measures Such as Suspending Use of the Service or a request for improvement pursuant to the provisions of Paragraph 1, TSE shall not be liable to said User for any damages caused thereby.

Article 9. Regulatory Measures Against Users in Settlement Default

TSE shall request that a User who has caused a settlement default or other issue prescribed in Article 32 submit a written explanation of the circumstances, detailing the cause and its analysis, and measures to prevent recurrence.

Chapter 3 Use of the Service

Article 10. Service Overview

The Service shall be provided through the "Carbon Credit Market System," which is a computer-based system established by TSE.

Article 11. Carbon Credits Eligible for the Service

Carbon credits eligible for the Service shall be "J-Credits" that are eligible for trading in the Market and that fall under the trading category of "forest sink" as prescribed in the Appendix of the Supplementary Provisions.

Article 12. Service Days

The days on which the Service is provided shall be the same as the days on which trading sessions are held for the carbon credits eligible for the Service as prescribed in the preceding article.

Article 13. Service Hours

The hours on which the Service is provided shall be from 8:00 a.m. to 11:29 a.m. and from 12:30 p.m. to 2:59 p.m.

Article 14. Temporary Suspension of the Service

When a system failure occurs in the Carbon Credit Market System or the Credit Registry (those prescribed in Article 2-2, Item 2 of the Market Terms and Conditions), when operations are suspended due to system maintenance or other reasons, or when TSE deems it necessary for ensuring stability in the operation of the Service, TSE may temporarily suspend all or part of the Service.

Article 15. Settlement Service Applications

1. A User who intends to use the Service to settle trades that are executed outside the Market shall apply to TSE for use of the settlement function after specifying the following matters concerning said executions (hereinafter referred to as "Settlement Service Applications"):
 - (1) Trading category;
 - (2) Classification as a sale or a purchase;
 - (3) Credit certification number(s) of the credits to be traded;
 - (4) Quantity;
 - (5) Price; and
 - (6) Participant code of the User that is the counterparty to the trade (meaning a participation code assigned to the User by TSE in the Carbon Credit Market).
2. The price unit that can be entered into for a Settlement Service Application shall be the same as the tick size used in trading sessions. The trading unit shall be the same as that applied to trades

conducted in trading sessions.

3. Regarding the price prescribed in Paragraph 1, Item 5 from among the matters to be specified in a Settlement Service Application, TSE shall separately specify the range of prices that may be entered into in the system.
4. The period valid for the Settlement Service Application shall be limited to the Service hours on the day on which such application is made. Any applications for which there is no matching of the input as prescribed in the following article within said validity period shall lapse at 3:00 p.m. on the day on which said application is made.

Article 16. Trade Matching

1. TSE shall match trades for which Users have submitted a Settlement Service Application. If TSE confirms that the details of the sale and the purchase match, it shall deem that both Users involved in the relevant execution have agreed to use the Service as the method for fulfilling their obligations to transfer the credits and to pay the consideration in respect of such transaction. TSE shall approve use of the Service for such execution by notifying each User of the matching result.
2. The notice of the matching result to each User regarding the quantity of carbon credits, the transaction amount, the credit certification number, and other information related thereto as provided in the preceding paragraph shall be given to the Users via the Carbon Credit Market System each time such matching is conducted.

Article 17. Publication

With respect to Executions Using the Service (as defined in Article 18), TSE shall, for each trading category, publish the total quantity for each day on which trade matching for such Executions Using the Service has been conducted, in the manner specified in each of the following items.

- (1) Publication on the JPX website
- (2) Publication through the Carbon Credit Market System.

Chapter 4 Settlement

Article 18. Settlement Date

The settlement date for a trade for which TSE has matched the details pursuant to the provisions of Article 16, Paragraph 1 and accepted use of the Service (hereinafter referred to as an "Execution Using the Service") shall be the sixth trading day (excluding non-business days, non-regular non-business days, and non-regular market closures of the Market as prescribed by TSE; the same shall apply to the calculation of the number of days below) counting from the date on which the matching for such trade was conducted.

Article 19. Settlement Unit

Settlement pertaining to Executions Using the Service shall be conducted for each Execution Using the Service through TSE in accordance with the provisions of this chapter with respect to a. the transfer of carbon credits, identified by the credit certification numbers relating to said execution, in an amount equivalent to the quantity of said execution, and b. the delivery/receipt of the amount of money equivalent to the trading value, etc. of said execution (meaning the total of the trading value and related consumption tax (including local consumption tax; the same shall apply hereinafter), the amount of which is calculated using the execution price multiplied by the executed quantity as a tax calculation base; any amount less than JPY 1 being rounded down; the same shall apply hereinafter).

Article 20. Settlement Order

1. If a User has any executions relating to a sale of carbon credits with the same credit certification number and having the same settlement date in the Market, settlement of the delivery/receipt of carbon credits shall first be made with respect to the executions in the Market, and thereafter with respect to the Executions Using the Service.
2. If a User has an execution with the same settlement date in the Market, settlement of the delivery/receipt of the consideration shall first be made with respect to the executions in the Market, and thereafter with respect to the Executions Using the Service.

Article 21. Notice of Error in Credit Certification Numbers, etc.

1. A selling User shall check the notification prescribed in Article 16, Paragraph 2 against carbon credits it holds (including those held and transferable by the date and time stipulated in Article 24, Paragraph 1), and if the quantity of carbon credits notified pursuant to Article 16, Paragraph 2 cannot be transferred, it shall immediately report this fact to TSE, as prescribed by TSE.
2. This report shall be made by 1:00 p.m. two days prior to the settlement date.

Article 22. Amounts to Be Transferred in Settlements

1. The amount to be transferred for a funds settlement pertaining to Executions Using the Service traded by a User shall be in accordance with the following categories, as specified in each of the following items.
 - (1) Funds for delivery

The total of the trading value and other related monetary amounts for purchases of Executions Using the Service on a single day for each buying User (if TSE approves the designation of multiple bank accounts or credit accounts in the name of said market

participant pursuant to the provisions of the Market Terms and Conditions, each bank account or each credit account in the name of said buying User. The same shall apply in the next article).

(2) Funds for receipt

The total of the trading value and other related monetary amounts for sales of Executions Using the Service on a single day for each selling User (if TSE approves the designation of multiple bank accounts or credit accounts in the name of said market participant pursuant to the provisions of the Market Terms and Conditions, each bank account or credit account in the name of said selling User. The same shall apply in the next article).

2. The funds for delivery and receipt specified in the items of the preceding paragraph will not be offset against each other for the same User.

Article 23. Carbon Credits to be Transferred in Settlements

1. The carbon credits to be transferred by a User in settlement of Executions Using the Service shall be in accordance with the following categories, as specified in each of the following items.

(1) Credits for delivery

Of the carbon credits pertaining to Executions Using the Service in a single day, the total amount for those of each selling User and those of each designated credit certification number pursuant to the provisions of Article 15, Paragraph 1, Item 3.

(2) Credits for receipt

Of the carbon credits pertaining to Executions Using the Service in a single day, the total amount for those of each buying User and those of each credit certification number.

2. If the same User sells and purchases carbon credits which have the same certification number, there will be no offsetting with respect to credits for delivery and receipt specified in each item of the preceding paragraph.

Article 24. Pre-transfer of Carbon Credits From Selling User to TSE

1. A selling User shall transfer credits for delivery pertaining to settlement of Executions Using the Service to TSE from its account in the name of said selling User to a credit account in the name of TSE by 11:00 a.m. on the trading day preceding the settlement date.
2. TSE shall hold the transferred carbon credits as prescribed in the preceding paragraph on behalf of the selling User until the buying User pays the funds for delivery as prescribed in the following article.

Article 25. Payment of Funds for Delivery by a Buying User

1. A buying User shall pay funds for delivery pertaining to Executions Using the Service to TSE, by

transferring them from a bank account in the name of said buying User to a bank account in the name of TSE (hereinafter referred to as "TSE's Fund Account") at a financial institution designated by TSE (hereinafter referred to as a "Fund Settlement Bank") by 11:00 a.m. on the settlement date. However, if TSE approves, the funds may be transferred from another bank account approved by TSE.

2. If the funds are transferred to TSE's Fund Account prior to the settlement date, TSE will return them to the buying User and not treat them as funds for delivery pertaining to settlement of said funds.
3. TSE shall receive the funds transferred in accordance with Paragraph 1 for the selling User. Upon receipt of such funds for delivery by TSE, the selling User shall be deemed to have received the funds for delivery from the buying User and may not thereafter claim funds for delivery from the buying User.
4. When TSE confirms that the funds for delivery pertaining to settlement of Executions Using the Service have been transferred to TSE's Fund Account, TSE shall notify the Users involved in the trading contract to that effect through the Carbon Credit Market System.

Article 26. Hold and Transfer of Carbon Credits for Buying User by TSE

From the point that TSE receives funds for delivery as described in the preceding article (only when the full amount has been transferred), carbon credits pertaining to Executions Using the Service covered by said funds for delivery which are held by TSE on behalf of a selling User as indicated in Article 24, Paragraph 2 shall then be deemed to be held on behalf of the User who bought said settlement units. With this, said selling User shall be deemed to have transferred the carbon credits pertaining to said Executions Using the Service.

Article 27. Payment of Funds for Receipt from TSE to Selling User

1. Starting at 11:00 a.m. on the settlement date, for settlement of executed trades for which TSE has confirmed payment of funds for delivery as indicated in Article 25, Paragraph 4, TSE shall transfer the funds for receipt to the bank account of the selling User.
2. Notwithstanding the provisions of the preceding item, TSE may transfer the funds for receipt on or after the day following the settlement date, depending on the conditions of the settlement and other factors. In such a case, TSE shall notify the selling User to whom the funds for receipt will be transferred to that effect.

Article 28. Transfer of Carbon Credits to Buying Users

1. After confirming payment of funds for delivery, starting at 11:00 a.m. on the settlement date, TSE shall transfer the credits for receipt transferred pursuant to Article 24, Paragraph 1 to the credit account of the buying User on the same day.

2. Depending on settlement conditions and other factors, TSE may conduct the transfer described in the preceding paragraph by a unit different to the settlement unit of Executions Using the Service.
3. Notwithstanding the provisions of Paragraph 1, TSE may transfer credits for receipt on or after the day following the settlement date, depending on the conditions of the settlement and other factors. In such a case, TSE shall notify the buying User to whom the credits for receipt will be transferred to that effect.

Article 29. Deferral of Settlement Date in the Event of System Failure, etc.

1. In the event that the operation of a system installed by TSE or an organization other than TSE, which is necessary for the settlement of Executions Using the Service, is disrupted, or for any other unavoidable reason, TSE deems it difficult to settle transactions using those systems or deems it inappropriate to perform settlement based on an execution due to reasons such as the need to confirm whether the carbon credits transferred in the settlement of the execution fall under the circumstances prescribed in Article 32, TSE may defer the settlement date for all or part of the settlement to the day following the settlement date or later. In such cases, TSE shall notify the User to that effect in advance.
2. Necessary matters concerning the deferral of the settlement date as prescribed in the preceding paragraph shall be determined by TSE on a case-by-case basis.

Article 30. Delivery of Qualified Invoices

1. When executing settlements as set forth in this chapter, TSE shall deliver the following invoices, etc. on behalf of a Qualified Invoice Issuer in accordance with the Special Provisions for Intermediary Delivery (this refers to the system under which a person acting as an intermediary or agent delivers an invoice on behalf of a seller (Article 70-12 of the Enforcement Order of the Consumption Tax Law (Cabinet Order No. 360 of 1988)).
 - (1) A qualified invoice that includes TSE's company name and registration number to the buying User (meaning a qualified invoice as prescribed in Article 57-4, Paragraph 1 of the Consumption Tax Law (Shōhizeiō, Law No. 108, 1988); the same shall apply hereinafter)
 - (2) A settlement statement to the selling User of the qualified invoice described in the preceding item that omits the information of the buying User.
2. In lieu of delivering a qualified invoice or settlement statement, TSE may provide an electromagnetic record (an electromagnetic record as defined in Article 30, Paragraph 9 of the Consumption Tax Law) pertaining to the matters to be stated in these documents.
3. In delivering the qualified invoice and settlement statement, TSE will use Wingarc1st Inc.'s "invoiceAgent." When using invoiceAgent, Users must comply with the usage method prescribed by Wingarc1st Inc.

4. In addition to the preceding three paragraphs, other necessary matters concerning qualified invoices, etc. shall be stipulated by TSE.

Article 31. Withdrawal From Use of the Service

1. If, on or after the date on which matching pertaining to Executions Using the Service is carried out and before settlement under the Service is completed, any event occurs such as the cancellation of the Executions Using the Service or any other event that makes it inappropriate to carry out settlement under the Service (hereinafter collectively referred to as a "Cancellation or Other Event"), both the selling User and the buying User pertaining to the Executions Using the Service must promptly apply to TSE for withdrawal from use of the Service.
2. The application prescribed in the preceding paragraph shall be made by 1:00 p.m. on the day two days prior to the settlement date and the relevant Executions Using the Service and the relevant Cancellation or Other Event shall be specified in such application.
3. Applications prescribed in Paragraph 1 may not be made through the Carbon Credit Market System, but shall be made by contacting TSE in advance and then submitting to TSE an application for withdrawal of use in the form prescribed by TSE.
4. If applications prescribed in Paragraph 1 are submitted by both Users and the content of such applications is consistent, TSE shall approve the withdrawal of use pertaining to such applications, cancel its acceptance pursuant to the provisions of Article 16, Paragraph 1 pertaining to said Executions Using the Service (hereinafter referred to as "Acceptance of Use of the Service"; the same shall apply hereinafter), and shall not carry out any subsequent procedures.
5. If any Cancellation or Other Event occurs after the deadline for such application, the credits and the funds between the relevant Users shall be returned outside the scope of the Service or by way of a separate Execution Using the Service.

Article 32. Treatment of Settlement Defaults and Other Similar Events

If a User fails to settle an Execution Using the Service in the Service, or falls under any of the following cases where it is difficult to execute such settlement, Acceptance of Use of the Service pertaining to the Executions Using the Service will be canceled, no further procedures pertaining to settlement will be conducted, and settlements that have taken place will be reversed.

- (1) When a report as prescribed in Article 21, Paragraph 1 has been made
 - a. TSE shall cancel its Acceptance of Use of the Service for the Execution Using the Service pertaining to said report and shall not carry out any subsequent procedures.
 - b. TSE shall notify the buying User of such cancellation promptly after the cancellation described in the preceding a. by 4:00 p.m. two days prior to the settlement date.
- (2) When a selling User fails to transfer all of the carbon credits for delivery prescribed in Article

23, Paragraph 1, Item 1.

- a. If, by 11:00 a.m. on the trading day preceding the settlement date, the credits for delivery have not been transferred in whole to TSE by the selling User, TSE shall cancel its Acceptance of Use of the Service for the Execution Using the Service pertaining to such credits for delivery, and shall not carry out any further procedures.
 - b. If a settlement is canceled as prescribed in the preceding a., TSE shall promptly notify the buying User of the cancellation after the cancellation.
 - c. If TSE holds a portion of the carbon credits of Executions Using the Service for which TSE has canceled its Acceptance of Use of the Service, TSE shall return the carbon credits to the selling User.
- (3) When a buying User fails to pay the funds for delivery prescribed in Article 25, Paragraph 1
- a. TSE shall cancel all of its Acceptance of Use of the Service for the Execution Using the Service in which said User is the buyer, and shall not carry out any subsequent procedures.
 - b. TSE shall notify the selling User of such cancellation promptly after the cancellation described in the preceding a., and return the carbon credits pertaining to such cancellation that have been transferred by TSE pursuant to Article 24, Paragraph 1.
 - c. If the buying User has already transferred a portion of the funds for delivery to TSE's Fund Account, TSE shall return the funds to the buying User.
- (4) When a User has been subject to Measures Such as Suspending Use of the Service pursuant to Article 8, Paragraph 1, or Trading Halts pertaining to Article 17, Paragraph 1 of the Market Terms and Conditions, and TSE deems that it is difficult for the User to settle Executions Using the Service for which TSE has given its Acceptance of Use of the Service before said Trading Halt came into effect
- a. TSE shall cancel its Acceptance of Use of the Service in which said User is a party and shall not carry out any subsequent procedures.
 - b. After the cancellation described in the preceding a., TSE shall promptly notify the counterparty User of said cancellation.
 - c. Before the cancellation is finalized, the carbon credits pertaining to said cancellation that were transferred to TSE pursuant to the provisions of Article 24, Paragraph 1 shall be returned to the selling User.

Article 33. Handling of Defective Executions

1. Regarding carbon credits to be transferred in the settlement of an Execution Using the Service, if there is an error in the classification of the trade pursuant to the provisions of Article 27 of the Market Terms and Conditions, or if a carbon credit pertaining to the Execution Using the Service

- contains a material defect, and TSE deems it inappropriate to proceed with settlement of said execution, TSE may cancel all of its Acceptance of Use of the Service pertaining to said execution.
2. When TSE intends to cancel Acceptance of Use of the Service pertaining to the Execution Using the Service pursuant to the provisions of the preceding paragraph, it shall notify in advance the selling and buying Users involved in said execution.

Article 34. Handling in the Event of Natural Disasters and Other Unavoidable Circumstances

1. If TSE deems it difficult to settle an Execution Using the Service due to a natural disaster or other unavoidable circumstances, TSE may cancel its acceptance of said Execution Using the Service and not carry out any subsequent procedures.
2. When TSE intends to cancel Acceptance of Use of the Service pertaining to the Execution Using the Service pursuant to the provisions of the preceding paragraph, it shall notify in advance the selling and buying Users involved in said execution.

Article 35. Disclaimer Regarding Settlement of Transactions

1. TSE shall not be liable for any costs or damage incurred by a User as a result of a transfer of funds or carbon credits executed by TSE on or after the day following the settlement date due to the provisions of Article 27, Paragraph 2 or Article 28, Paragraph 3, or for any other reason.
2. If there is an error in the bank account or credit account designated by a User, any transfer of funds or carbon credits made by TSE based on such account information shall be deemed to have been validly made.
3. TSE shall not be liable for any costs or damage incurred by a User in the event that the settlement date is deferred pursuant to the provisions of Article 29, unless such costs or damage are caused by TSE's willful intent or gross negligence.
4. If a User suffers any damage as a result of TSE canceling its acceptance of said Execution Using the Service pursuant to the provisions of Articles 32 through the preceding article, the User may not claim compensation for such damage from TSE or the User who caused the cancellation of said acceptance pertaining to said execution.
5. If a User suffers any damage due to modification or amendment of the rights by the system operator of the carbon credits after applying to use the Service for trades of carbon credits, the User may not claim compensation for such damage from TSE or the counterparty User to said execution.

Article 36. Obligation to Return Carbon Credits Transferred or Funds Received Due to an Error, etc.

1. If TSE informs a User that carbon credits have been transferred or funds have been received due to an error by TSE in the Credit Registry in settlement pertaining to an Execution Using the Service,

the User shall promptly return those carbon credits or funds to TSE after confirming the details of such transfer or receipt.

2. For the transfer of carbon credits as stipulated in Article 28, or the return of carbon credits as stipulated in Article 32, Item 2, b., Item 3, b., or Item 4, c., if TSE is unable to transfer or return carbon credits to the buying or selling User due to its own willful intent or negligence, notwithstanding the provisions of Article 41, TSE shall transfer or return other carbon credits in the same quantity and in the same trading category as the trade of said carbon credits, or compensate the buying and selling User for any damage incurred up to the amount of the price of the trade of said carbon credits.

Chapter 5 Miscellaneous Provisions

Article 37. Reference Time

The Service shall be based on Japan Standard Time (JST).

Article 38. Exclusion of Anti-social Forces

1. Each User shall declare to TSE that it will have no relationship with anti-social forces, and shall understand the significance of such declaration and cooperate with TSE to realize such declaration.
2. Anti-Social Forces in these the Terms of Use shall refer to any of the following:
 - (1) An organized criminal group;
 - (2) A member of any organized criminal group;
 - (3) A person or entity (including its officers (regardless of their titles such as advisor and counselor; the same shall apply hereinafter), its employees, and any other constituent members; the same shall apply hereinafter) that has close relationships with any organized criminal group or any member of an organized criminal group;
 - (4) A corporate extortionist;
 - (5) A person or entity which has made unreasonable demands to citizens or enterprises in the name of social activism, human rights movements, or political activism, etc.;
 - (6) A person or entity which commits any act which undermines social order or civic safety, etc.; or
 - (7) A person or entity which is deemed to have a relationship subject to social criticism with any person/entity enumerated in any of the above six items.
3. The User shall pledge that any person or entity enumerated in the following items does not fall under Anti-Social Forces:
 - (1) The User or its shareholders (limited to those that have de facto participation in management), its officers, or its employees; or

- (2) A person or entity that is an agent or intermediary of the User with regard to transactions with TSE.
4. The User shall, as needed, in relation to surveys on whether or not a person or entity enumerated in the items of the preceding paragraph or the following items falls under Anti-Social Forces, and submit materials, etc. requested by TSE.
5. If a User falls under any of the following items, TSE may immediately take Measures Such as Suspending Use of the Service and measures to prohibit access to the Carbon Credit Market System without any notice, and the User may not make any objection thereto. If a User incurs costs or damage as a result of said measures, TSE shall not be liable to the User for compensation for any such costs or damage caused thereby.
- (1) Where the User has, by itself or by means of a third party, committed acts such as violence, fraud, threatening statements, and obstruction of business operations;
- (2) Where the User has committed, or is likely to commit, by itself or by means of a third party, an act which undermines the reputation of or trust in TSE;
- (3) Where any of the entities enumerated in 2 (3) of this article is found to fall under Anti-Social Forces;
- (4) Where the User does not cooperate with TSE on the survey prescribed in the preceding paragraph nor submit materials, etc. requested by TSE without reasonable grounds; or
- (5) Where the User has violated Article 21 or 24 of the "Tokyo Metropolitan Ordinance for Eliminating Organized Crime Groups" (Tokyo Metropolitan Government Ordinance No. 54) or similar provisions of prefectural or municipal ordinances, etc. enacted by any prefecture, city, special ward, town, or village.

Article 39. Handling of Personal Information and Transaction Information

1. TSE shall handle personal information of Users obtained in connection with the operation of the Service in accordance with the following items as stipulated by TSE.
- (1) Handling of Personal Information
<https://www.jpx.co.jp/english/corporate/governance/security/personal-information/index.html>
- (2) Privacy Policy
<https://www.jpx.co.jp/english/corporate/governance/security/privacy-policy/index.html>
2. In addition to the personal information stipulated in the preceding paragraph, Users shall agree in advance that TSE may obtain information of matching and settlement in the Service for the purpose of monitoring the Service or reporting to the Financial Services Agency or other administrative agencies.
3. The User shall agree in advance that TSE may provide the personal information and Trade

Information obtained pursuant to the provisions of the preceding two paragraphs to the Financial Services Agency or other administrative agencies for the purpose of ascertaining the details of the matching and settlement for the Service.

4. The User shall agree in advance that TSE may provide the personal information and the details of matching and settlement in the Service obtained pursuant to the provisions of Paragraphs 1 and 2 to an entity who has been entrusted with a project in relation to the operation of the Service by an administrative agency (hereinafter referred to as the "Entrustee" in this paragraph) based on a confidentiality agreement concluded with TSE. Said information shall be provided for the purpose of allowing the Entrustee to ascertain the details of the matching and settlement in the Service related to the commissioned project.

Article 40. Disclaimer

1. TSE shall not be liable for any loss or damage incurred by a User in the event that TSE is unable to provide all or part of the services pertaining to the Service due to an earthquake, fire, tsunami, flood, war, riot, civil commotion, terrorist activity, cyber-attack, strike, lockout, or any other force majeure beyond the control of TSE, unless such loss or damage is caused by TSE's willful intent or gross negligence.
2. TSE does not guarantee the accuracy, completeness, or usefulness of information it shares regarding market conditions and the operation of the Service, and shall not be liable for any loss or damage incurred by a User due to the use of such information, unless such loss or damage is caused by TSE's willful intent or gross negligence.
3. Concerning J-Credits, TSE shall not be liable, unless any loss or damage is caused by TSE's willful intent or gross negligence, for any loss or damage incurred by a User arising from any measures (including omission) taken by TSE in accordance with the Terms of Use or otherwise related to the operation of the Market, based on any certification, decision, announcement, or other action by the system operator pertaining to carbon credits (including, but not limited to, the secretariat and committee belonging to said system).

Article 41. Compensation for Damages

1. As well as being exempted from liability as stipulated in the Terms of Use, TSE shall not be liable for any loss or damage arising out of or in connection with the suspension of the Service, system amendments, terminations, Trading Halts, or any other actions (including omissions) taken by TSE in connection with the regulatory dispositions under the Terms of Use or the operation of the Service, unless such loss or damage is caused by the willful misconduct or gross negligence of TSE.
2. Except as otherwise stipulated in the Terms of Use, if a User causes damage to TSE by any act in violation of the Terms of Use or any other act while using the Service, the User shall indemnify

TSE for such damage (including any direct or indirect special damage (whether foreseeable or not), lost profits and reasonable attorney fees).

3. If TSE is liable to a User for damages, etc., the liability of TSE shall be limited to direct and ordinary damage actually incurred by the User, regardless of whether the claim is based on default, tort, or any other cause of claim.

Article 42. Dispute Resolution

1. If a dispute arises between Users in relation to any aspect of matching and settlement in the Service, TSE shall, in principle, allow the parties concerned to settle the dispute among themselves.
2. The parties shall report to TSE the details of the dispute in writing or by electromagnetic means, and TSE may report such reports to the Financial Services Agency or other administrative agencies.

Article 43. Court of Jurisdiction

The Tokyo District Court shall have exclusive jurisdiction in the first instance over any litigation relating to the Terms of Use.

Article 44. Governing Law

The Terms of Use shall be governed by the laws of Japan.

Article 45. Misinterpretation

In the event of any ambiguity in the interpretation of the Terms of Use, or in the event that any extraordinary regulatory measure is required with respect to any matter not expressly provided for in the Terms of Use, the decision of TSE shall prevail.

Article 46. Amendments to Terms of Use

1. TSE may amend the Terms of Use when it deems it necessary. In such cases, Users shall comply with the Terms of Use as amended.
2. TSE shall give prior written or electronic notice of any amendment to the Terms of Use, details of the amended terms of use, and the effective date of the amendment, or disseminate such information via the internet or other appropriate means.

Supplementary Provisions

1. The Terms of Use shall take effect on March 18, 2026.
2. Notwithstanding the provisions of the preceding paragraph, in the event that TSE deems it inappropriate to enforce the Terms of Use from March 18, 2026 due to a hindrance in the

operation of the System or other unavoidable reasons, these revisions shall take effect on a later date determined by TSE.