

Terms and Conditions for Alternative Data Service

Chapter I General Provisions

Article 1 Purpose

Terms and Conditions for Alternative Data Service (hereafter referred to as “Terms and Conditions” including the appendix attached) set out compliance rules that the Customer (as defined in Article 4) must observe when using the Service (as defined in Article 4). The Customer shall receive the Service on condition that the Customer observes these Terms and Conditions.

Article 2 Application of Terms and Conditions

1. These Terms and Conditions shall apply to both the relationship between Osaka Exchange, Inc. (hereafter referred to as “OSE”) and the Applicant (as defined in Article 4), and that between OSE and the Customer with respect to the use of the Service.
2. The Customer shall agree to and observe these Terms and Conditions when receiving the Service provided by OSE.

Article 3 Amendment to Terms and Conditions

1. OSE may amend these Terms and Conditions without consent from the Customer. In such case, the conditions for use of the Service are subject to the terms and conditions after such amendment.
2. If OSE intends to amend these Terms and Conditions, OSE shall notify the Customer of details of the amendment at least three (3) months prior to the amendment in accordance with the method specified by OSE provided, however, that this shall not apply to amendments intended for clarification, minor amendments, or any other cases under unavoidable circumstances.

Chapter II Definitions

Article 4 Definitions

In these Terms and Conditions, the following terms have the following meanings:

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|----------------------|---|
| (i) Service: | The service of providing information based on these Terms and Conditions as defined in the following article. |
| (ii) User Agreement: | The user agreement defined in Article 6, Clause 2. |

- (iii) Customer: A person who has executed a User Agreement with OSE.
- (iv) Applicant: A person who intends to apply for use of the Service or who has applied for use of the Service to OSE to use the Service in accordance with the method specified in these Terms and Conditions.
- (v) Service Environment: The environment prepared by OSE in order to provide the Customer with the Service, including computers, a public cloud environment provided by a third party, and any other environments.
- (vi) Information: The information to be provided as alternative data by OSE, the data types of which are presented to Applicants through the OSE designated contract system, and its edited/processed information.

Chapter III User Agreement

Article 5 Service Menu

The Service consists of the following menu:

1. Regular Service

The service that allows the Customer to access the Information updated on a daily basis effective on or after the date prescribed in Article 7, Clause 1.

2. Spot Data Service

The service that allows the Customer to access the Information on specified range in exchange for advance payment of the Service Fee (as defined in Article 11, Clause 1) prescribed in Article 11.

Article 6 Execution of User Agreement

1. The Applicant shall apply for the Service through the contract system designated by OSE.

2. The agreement with OSE to use the Service (hereafter referred to as “User Agreement”) shall come into effect when OSE sends out an email notifying the Applicant of the acceptance of the application for the Service under the preceding clause.

Chapter IV Provision of Service

Article 7 Provision of Service

1. With respect to the Regular Service, OSE shall provide the Customer with the Information starting the day which OSE and the Customer have agreed upon.
2. With respect to the Spot Data Service, OSE shall provide the Customer with the Information after OSE has confirmed the Customer's payment of the Service Fee defined in Article 11, Clause 3
3. OSE shall use a public cloud environment provided to OSE by a third party (hereafter referred to as "Public Cloud Environment") when providing the Information pursuant to the preceding two clauses. OSE shall loan the Customer the Access Key ID, etc. required to access the Service Environment.
4. The Customer shall notify OSE, immediately, in case of loss or theft of the Access Key ID, etc. set out in the preceding clause.

Article 8 Access to Service Environment

1. The method to access the Service Environment and the format of the Information stored in the Service Environment shall follow the specifications established by OSE.
2. Intellectual rights and any other rights to the specifications established by OSE shall belong to OSE and other right holders. The specifications established by OSE, in whole or in part, may not be replicated, altered, or provided to a third party without obtaining consent of OSE.
3. The specifications established by OSE may not be used for any purpose other than system development required to obtain the Information.
4. The Customer shall, at its own expense, access the Service Environment by using the Access Key ID, etc. loaned by OSE pursuant to Article 7, Clause 3.
5. The Customer shall, at its own expense, prepare any devices, line services, software and the like required to use the Service Environment.
6. OSE may change the specifications set out in Clause 1 after a prior notice to the Customer, provided, however, that this shall not apply to cases of unavoidable circumstances.

Article 9 Change of Application Details

1. If the Customer intends to change details of the application set forth in Article 6, Clause 1, having accepted by OSE pursuant to Article 6, Clause 2, the Customer shall apply for changes through the contract system designated by

OSE.

2. Changes of the User Agreement shall become effective when OSE sends out an email notifying the Customer of the acceptance of the application set forth in the preceding clause.

Article 10 Use of Information

1. The Customer must recognize all rights to the Information belong to OSE and observe these Terms and Conditions when using the Information.
2. The Customer shall not use in any manner other than internal use, provide to a third party, or cause a third party to use, the Information.
3. If it is not clear whether or not a usage manner of the Information by the Applicant is considered as internal use, the Applicant shall inquire in writing or electronical means to OSE before using the Information, and OSE shall reply to the inquiry of the Applicant as soon as practicable.
4. OSE may judge whether or not usage manner of the Information by the Applicant or the Customer is considered as internal use.
5. Notwithstanding Clause 2, the Customer may provide the Information to Affiliated Company (among the companies of which the Customer has a direct or indirect financial relationship of more than 50% or has a similar relationship, those companies approved by OSE) and cause the Affiliated Company to use the Information.
6. The Customer must comply with the following matters in relation to the Affiliated Company:
 - (i) The Customer shall cause the Affiliated Company to comply with the obligations and restrictions provided in these Terms and Conditions. The Customer shall also be solely responsible for the use of Information by the Affiliated Company.
 - (ii) The Customer shall arrange management system required for compliance with the obligations and restrictions provided in these Terms and Conditions by the Customer and the Affiliated Company.
 - (iii) The Customer shall acquire prior written consent from the Affiliated Company regarding cooperation to investigation provided in Article 23, Clause 2 of these Terms and Conditions.
 - (iv) In the event that the Customer is advised by OSE that the management system set forth in Item (ii) is insufficient as a result of Audit etc., necessary modifications shall be performed or the provision of Information to the Affiliated Company shall be suspended through consultations with OSE.

- (v) In the event of a material violation by the Affiliated Company of the obligations and restrictions provided in these Terms and Conditions, the Customer shall immediately suspend provision of the Information to the Affiliated Company on request from OSE.
- (vi) The Customer and the Affiliated Company shall agree in advance that if OSE has determined that the Company does not qualify as an Affiliated Company due to dissolution of investment relationship, any situation that differs from requirements attached by OSE at the time of approval, or any other reason, OSE may remove the entry of the Company from the registration of Affiliated Company and the Company shall no longer be regarded as an Affiliated Company.
- (vii) If any situation arises, which might fall under Item (vi), the Customer shall promptly report the situation to OSE.

Chapter V Fees

Article 11 Service Fee

1. The Customer shall pay OSE the service fee specified in the invoice in accordance with the price list, publicly indicated on the website of the OSE or Japan Exchange Group, Inc. (hereinafter referred to as “Service Fees”). If the duration of the use of the Information is under one (1) month, the Service Fee of the month is calculated on a prorated daily basis in case of the Regular Service.
2. With regards to the Regular Service, the Service Fees set forth in Clause 1 shall be applicable from the date the Information provision is started in accordance with Article 7, Clause 1.
3. With regards to the Spot Data Service, the Service Fees set forth in Clause 1 shall be applicable from the date the User Agreement came into effect in accordance with Article 6, Clause 2.
4. The Customer shall pay the Service Fees incurred pursuant to the preceding two clauses in accordance with the details specified by OSE by the date specified on OSE’s invoice.
5. In the event the Customer is late in payment of the Service Fees set forth in the preceding clause, the Customer shall pay to OSE interest at an annual rate of fourteen and six-tenths percent (14.6%) on any overdue payment until the delinquent balance is paid.
6. The Service Fees which the Customer has already paid to OSE and for which six (6) months have elapsed from the day following the due date for payment

shall not be refunded for any reason except for a reason attributable to OSE.

Chapter VI Customer Obligations

Article 12 Customer Obligations

1. The Customer and the Applicant shall not:
 - (i) Commit any act that interferes with the operation of the Service;
 - (ii) Commit any act that causes or could cause damage to the system or network of any third party who has access to the Service Environment;
 - (iii) Cause a third party to use the Access Key ID, etc. set forth in Article 7, Clause 3, or transfer, loan, or pledge the Access Key ID, etc. to a third party;
 - (iv) Illegally access the Information by disguising its own identity or pretending others;
 - (v) Illegally use a third party's Access Key ID or a false Access Key ID, etc.;
 - (vi) Transmit computer viruses;
 - (vii) Hack into any computer;
 - (viii) Commit any act that violates or is likely to violate any law or regulation;
 - (ix) Commit any act that violates public order and morals;
 - (x) Commit any act that offends or causes damage to another Customer;
 - (xi) Commit any criminal act or any act that is likely to be a criminal act; or
 - (xii) Commit any other act that disrupts or might disrupt the operation of the Service, or acts which OSE deems inappropriate.
2. If the Customer violates any matter provided in the preceding clause or these Terms and Conditions, causing damage to OSE or a third party, the Customer shall compensate the injured party for all of such damage.

Chapter VII Restricted Use, Suspension and Discontinuance of Service

Article 13 Stop of Service

OSE may stop or restrict the provision of the Service in whole or in part if:

- (i) Any natural disaster, incident or other emergency occurs or is likely to occur;
- (ii) Any incident occurs to system related to the Information operated by OSE or other system of the Service Environment;
- (iii) It becomes difficult for OSE to provide the Service to the Customer because OSE becomes unable to use the Public Cloud Environment;
- (vi) Unavoidable circumstances occur due to the needs of maintenance or

repair in the Service Environment; or

- (v) It becomes difficult for OSE to provide the Service because the telecommunication provider discontinues providing the telecommunication service.

Article 14 Suspension Provision of Service

OSE may suspend the provision of the Service in whole or in part for a designated period without any notice or demand if the Customer falls under any of the following items. In this case, OSE is not obligated to give any notice or demand to or to compensate the Customer for damage.

- (i) The Customer has not paid a fee, additional charges or a delinquency charge for the Service for thirty (30) days or more after the due date specified in the invoice;
- (ii) The Customer receives notice of a dishonored bill or check, or has been ordered by a financial institution to suspend banking transactions;
- (iii) Admission of inability to pay debts (*shiharai teishi*) or filing of provisional attachment or attachment with respect to the Customer, or a petition for commencement of civil rehabilitation proceedings, commencement of bankruptcy proceedings, special liquidation or commencement of corporate reorganization proceedings has been filed against or by the Customer;
- (iv) OSE finds that the Customer's credit standing has significantly deteriorated for any reason other than those set out in the preceding three items;
- (v) It is discovered that the Customer stated false matters (including impersonation, false description, and erroneous description) in the application or other procedures regarding these Terms and Conditions or the User Agreement;
- (vi) The Customer's Access Key ID is used, or reasonably suspected to be used, by a third party;
- (vii) The Customer cannot be contacted through the contact information registered at the time of the application under Article 6, Clause 1, or the Customer is out of contact by any other means;
- (viii) The Customer refuses the audit under Article 23 without reasonable cause;
- (ix) The Customer has violated, or is reasonably determined to have violated, the provisions of Article 12 or of these Terms and Conditions; or
- (x) OSE determines that it is inappropriate to provide the Service to the

Customer for any reason other than those set out in the foregoing items.

Chapter VIII Termination

Article 15 Terms of the User Agreement for Regular Service

With regard to the Regular Service, the term of the User Agreement is until the date one (1) year from the execution date of the User Agreement. However, the User Agreement is automatically renewed for another twelve (12) months unless either party gives notice indicating its intention to not renew the User Agreement at least one (1) month prior to the expiration of the term of the User Agreement, and the same shall apply hereinafter.

Article 16 Automatic Termination of the User Agreement

1. The User Agreement is automatically terminated where OSE falls under any item in Article 13 (excluding Item 4) and OSE determines that the situation will not be resolved, or that it is unlikely the situation will improve, even if OSE stop the provision of the Service in whole or in part for the adequate period to be determined.
2. If the User Agreement is terminated pursuant to the preceding clause, OSE shall notify the Customer of that in advance (or ex post facto in cases of unavoidable circumstances) in accordance with the method specified by OSE provide

Article 17 Cancellation of the User Agreement by OSE

1. OSE may immediately cancel the User Agreement without giving any demand where the Customer falls under any item in Article 14 and OSE determines that the situation will not be resolved, or that it is unlikely the situation will improve, even if OSE suspends the provision of the Service in whole or in part for the adequate period to be determined.
2. OSE may immediately cancel the User Agreement without suspending the provision of the Service or giving any demand pursuant to Article 14 if the Customer falls under any item in Article 14 and OSE deems that fact as affecting OSE's business operations.
3. OSE shall immediately cease the provision of the Information to the Customer if the User Agreement is cancelled pursuant to the preceding two clauses.
4. With regard to the Regular Service, the payment of Service Fees and all other monetary obligations owed by the Customer to OSE shall automatically become due and executable if the User Agreement is cancelled pursuant to the Clause 1 or 2, and the Customer shall immediately fulfill those obligations.

5. Any cancellation under this article shall not preclude OSE from claiming damages against the Customer.

Article 18 Cancellation of the User Agreement upon Notice by Customer for Regular Service

With regard to the Regular Service, OSE and the Customer may cancel the User Agreement on a chosen date by giving written notice to the other party at least one (1) month prior to the relevant date.

Chapter IX Disclaimer

Article 19 Disclaimer

1. OSE and its persons concerned (OSE officers and employees, and agents and or any person appointed by OSE (including their officers and employees). Hereafter in this article, OSE and its persons concerned are collectively referred to as “OSE”) shall make no guarantee regarding the provision of the Service, whether express or implied, for any matter including all legal rights, merchantability, existence or non-existence of infringement of rights and fitness for designated purposes. Furthermore, although OSE makes efforts to ensure the Information to be correct, OSE shall not guarantee that the Information is correct, complete, effective, current or timely. OSE shall hold the right, but no obligation, to alter any part of the Information and to correct the incorrectness, etc. thereof.
2. The Customer shall be responsible for the use and management of the Access Key ID, etc., loaned by OSE. OSE shall bear no responsibility for any damage incurred by the Customer, or any third party including the Affiliated Company, arising from the use of the Access Key IDs, etc. by a third party.
3. OSE shall bear no responsibility for any damage arising from an error in the specifications or for any cost or damage incurred by the Customer, or any third party including the Affiliated Company, arising from using or not being able to use the specifications provided directly or indirectly.
4. OSE shall operate and manage the Service Environment only up to the access point between OSE and the opposing party of the Internet and any other communication lines. OSE shall make no compensation or accept no liability to the Customer for any cost or damage incurred by the Customer, or any third party including the Affiliated Company, due to a failure of any devices, equipment, or software outside OSE’s operation and management.
5. OSE shall bear no responsibility for any damage, other than those set out in the

preceding three clauses, incurred by the Customer, or any third party including the Affiliated Company, arising in relation to the use of the Service or the Information unless the damage is caused by OSE's willful misconduct or gross negligence.

6. OSE shall make no compensation or accept no liability for any cost or damage incurred by the Customer, or any third party including the Affiliated Company, arising in relation to the audit under Article 23.
7. If the Customer, or any third party including the Affiliated Company incurs any damage due to stop or restriction of all or part of the Service under Article 13, Clause 1 or suspension of all or part of the Service under Article 14, OSE shall accept no liability to the Customer, the Affiliated Company, or any other third party for the damage or shall refund no fee for the period of stop, restriction or suspension, unless the damage is caused by OSE's willful misconduct or gross negligence.
8. If OSE is held liable for any damage under Clause 5 or the preceding clause due to OSE's gross negligence, the maximum limit for any damages that OSE may owe to the Customer in accordance with these Terms and Conditions or the User Agreement is, for each event attributable to the damages, the amount equivalent to the total of Service Fee for the Service paid by the Customer to OSE for the last one (1) year prior to the date on which the relevant event occurred.
9. The provision of the Information by OSE pursuant to these Terms and Conditions is not intended to solicit investment and shall not guarantee the value of any product.
10. The Customer shall resolve, at its own responsibility and cost, any damage incurred by any third party including the Affiliated Company due to using Information by the Customer, and shall cause no damage to OSE.

Article 20 Disclaimer of Consequential Damage

OSE shall bear no responsibility regarding any indirect, incidental, punitive or consequential damage arising in relation to the User Agreement or the Service (including, but not limited to, any delay, non-performance, misdelivery or suspension of the Service).

Chapter X Miscellaneous

Article 21 Confidentiality

1. The Customer must not publicize, or disclose or divulge to a third party, any information such as business operational, technological, transactional or in-company information of OSE that the Customer obtains in the course of performing these Terms and Conditions and the User Agreement without the prior written consent of OSE, except for the following information:
 - (i) Any information already in the public domain before disclosure to the Customer;
 - (ii) Any information already in the possession of the Customer before disclosure to the Customer;
 - (iii) Any information that enters into the public domain for any cause not attributable to the Customer after being disclosed to the Customer; or
 - (iv) Any information that comes into the possession of the Customer from a duly authorized third party through lawful means without any confidentiality obligation.
2. The Customer must, at its own responsibility, cause its employees to comply with the obligations set out in this article.
4. The obligations of the Customer set out in this article continue to be valid even after the termination of the User Agreement.

Article 22 Reports and Notifications

1. The Customer shall promptly notify OSE in writing or by electronic means if there is a change in its trade name, address, office location or other details.
2. OSE may request that the Customer submit documents certifying the fact of the change with regard to the notification by a Customer under the preceding clause.

Article 23 Audit

1. During the period of the User Agreement, OSE may, with prior written notice to the Customer, have its officers, employees, agents or any person appointed by OSE enter the business premises or other facilities of the Customer, audit, inspect and copy the books of account and records related to the Service during regular business hours, in order to verify the condition of acquisition and usage of the Information and compliance with these Terms and Conmditions. The Subscriber shall cooperate in good faith with OSE for any such inspection.
2. The Customer shall have a third party to whom the Customer has provided the

Information cooperate with OSE in the inspection for the condition of acquisition and usage of the Information and compliance with these Terms and Conditions Agreement by the third party.

Article 24 Notices to the Customer

1. Any notice or other communication made by OSE to the Customer in accordance with these Terms and Conditions (hereinafter referred to as “Notice”) is made to the address of the contact that the Customer notifies OSE of.
2. If OSE gives Notice to the Customer and the Notice does not reach the Customer because the actual address of contact is different from that described in the preceding clause, the Notice is deemed to have reached the Customer at the time when it would have normally arrived.

Article 25 Ownership of Rights

All rights with respect to know-how, systems and the like related to the Service provided by OSE to the Customer belong to OSE, and the Customer must not infringe upon these rights. Furthermore, OSE may capture access log of the Service Environment and shall be free to use it for audit purposes or any other purposes.

Article 26 Prohibition of Assignment

The Customer must not succeed, transfer or pledge the Customer’s status, rights or obligations under these Terms and Conditions and the User Agreement to a third party or to conduct similar acts without the prior written consent of OSE.

Article 27 Governing Law

These Terms and Conditions and the User Agreement are governed by and construed in accordance with the laws of Japan.

Article 28 Jurisdiction

If the need for a lawsuit between the Customer and OSE arises, the Tokyo District Court has the exclusive jurisdiction as the court of first instance.

Article 29 Consultation

If any matter not provided in these Terms and Conditions, or any question as to the interpretation of the provisions set out in these Terms and Conditions arises, OSE and the Customer shall consult in good faith and amicably resolve that matter or

question.

Article 30 Elimination of Anti-Social Forces

The Customer (excluding legal entities established in accordance with a foreign law and other foreign bodies) shall observe the content described in “Appendix : Special Agreement Concerning Elimination of Anti-Social Forces”.

End of Terms and Conditions

(As of June 17, 2019)

Article 1. Declaration of Elimination of Organized Crime

1. In light of it being a company which operates financial instruments markets as a public service, OSE hereby declares that it will block any transactions with anti-social forces including criminal and extremist elements (hereinafter referred to as "Anti-Social Forces"), and that it will take a resolute stance against Anti-Social Forces which jeopardize the order and safety of the civic society.
2. Customer hereby declares that it will block any transactions with Anti-Social Forces.
3. OSE and Customer shall recognize the purpose and intent of the declaration in the preceding two clauses and cooperate with the other party so as to observe the declaration.

Article 2. Definition of Anti-Social Forces

In this Terms and Conditions, Anti-Social Forces shall be a person or entity which falls under any of the following items:

- (1) Organized criminal group;
- (2) Member of any organized criminal group;
- (3) A person or entity (including its officers (regardless of their titles such as advisor and counsellor; the same shall apply hereinafter), its employees, and any other constituent members; the same shall apply hereinafter) that have close relationships with any organized criminal group or any member of an organized criminal group;
- (4) 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 commit 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.

Article 3. Pledge

1. Customer shall, when it executes this agreement, pledge that any person or entity enumerated in the following items does not fall under Anti-Social Forces.
 - (1) Customer, its shareholders (limited to those that have de facto participation in the management of Customer), its officers, or its employees
 - (2) A person or entity that is an agent or intermediary of Customer with regard to

transactions with OSE

2. Customer must cooperate with OSE, as needed, in relation to surveys on whether or not a person or entity referenced in the items of the preceding clause or the following items falls under Anti-Social Forces, and submit materials, etc. requested by OSE.
 - (1) A party to a contract related to (i) an agreement where Customer re-entrusts all or part of the business, etc. that OSE has entrusted to Customer under these Terms and Conditions and (ii) any other contract related to these Terms and Conditions (hereinafter collectively referred to as "Related Contract");
 - (2) An agent or intermediary pertaining to a Related Contract or any other individual, corporation, and other association/group that is a related party.

Article 4. Termination

OSE may, if Customer falls under any of the following items, immediately terminate all or part of the User Agreement without advance notice to Customer:

- (1) Where Customer has, by itself or by means of a third party, committed acts such as violence, fraud, threatening statement, and obstruction of the conduct of business;
 - (2) Where Customer 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 OSE;
 - (3) Where the entity referenced in each item of Clause 1 of the preceding article is found to fall under Anti-Social Forces;
 - (4) Where Customer does not cooperate on the survey or report prescribed in Clause 2 of the preceding article nor submit materials, etc. requested by OSE without reasonable grounds; or
 - (5) Where Customer has violated Article 21 or 24 of the "Tokyo Metropolitan Prefecture Ordinance on Eliminating Organized Crime", No. 54 of the Tokyo Metropolitan Ordinance or similar provisions of prefectural or municipal ordinances, etc. enacted by any prefecture, city, special ward, town, or village.
2. In cases where a person or entity referenced in each item of Clause 2 of the preceding article is found to fall under Anti-Social Forces, OSE may request the Customer to take necessary measures such as termination of the Related Contract. In spite of requesting such necessary measures, if Customer rejects such request without reasonable grounds, OSE may terminate all or part of the User Agreement.

Article 5. Liability for Damage

OSE and Customer hereby confirm that, OSE shall accept no liability for damage or loss incurred by Customer due to OSE terminating all or part of the User Agreement or these Terms and Conditions pursuant to the preceding article.

End of Special Provisions