Information Provision Agreement

Osaka Exchange, Inc. (hereinafter referred to as "OSE") and (hereinafter referred to as the "Subscriber") hereby enter into this agreement with respect to the provision of information (hereinafter referred to as this "Agreement") and agree as follows:

(Provision of the Information)

Article 1 OSE provides the information delivered by the OSE Market Information System which is developed, maintained and operated by OSE and edited and/or reworked versions of said information (hereinafter referred to as the "Information") to the Subscriber directly or through an entity which has executed a separate information provision agreement with OSE (hereinafter referred to as the "Information Service Provider").

(Usage of the Information)

Article 2 The Subscriber acknowledges that all rights to the Information belong to OSE (except the rights relating to information on indices calculated by any entity other than OSE), and shall use the Information in accordance with the terms and conditions prescribed in this Agreement and the "Policies Regarding Usage of Market Information" (hereinafter referred to as the "Policy") which is separately established and published by OSE.

2. In the event that the Subscriber is permitted by OSE to provide the Information to a third party (hereinafter a user to whom the Subscriber is permitted to provide the Information is referred to as the "Third Party Subscriber"), the Subscriber shall not provide the Third Party Subscriber with or allow the Third Party Subscriber to use any information other than that prescribed in the information provision agreement entered into between OSE and said Third Party Subscriber.

3. To the extent allowed by OSE with regard to the acquisition and usage of the Information, OSE shall permit the Subscriber to alter, modify, translate or edit the Information, attach headings and/or keywords to it, or incorporate third-party material into it.

4. In the event that the Subscriber wishes to change the details of acquisition and usage of the Information permitted by OSE, the Subscriber shall obtain advance approval for such changes from OSE. In this case, OSE may revise system usage fees (hereinafter system usage fees stipulated by OSE in the fee structure specified in the Policy are referred to as the "System Usage Fees"), if necessary.

5. Without permission from OSE, the Subscriber shall not use, and/or shall not allow its client to use, the Information for business operations (including listing or listing approval of financial instruments on an exchange) of a financial instruments exchange (including a foreign financial instruments exchange) concerning market derivatives transactions or foreign market derivatives transactions stipulated in the Financial Instruments and Exchange Act (Act No. 25 of 1948).

(Communication lines for information provision service)

Article 3 In the event that the Subscriber acquires the Information directly from OSE, the Subscriber shall use connection services separately established by OSE (hereinafter referred to as “OSE Connection Services”) and comply with the rules concerning OSE Connection Services.

2. In the event that the Subscriber acquires the Information through an Information Service Provider, the Subscriber shall do so through the line that connects the Information Service Provider’s system to the Subscriber’s system.

3. After the Subscriber's system has been connected to the OSE system or the Information Service Provider's system in accordance with the provisions of Paragraph 1 or 2, OSE shall provide the Subscriber with the Information.

(Content of information)

Article 4 In the event that the Subscriber acquires the Information directly from OSE, the content of the Information and the particulars of the communication method shall comply with the connection specifications established by OSE.

2. OSE may change all or part of the connection specifications referred to in the preceding paragraph by basically giving three months advance written notice (hereinafter written notice includes electromagnetic notice) to the Subscriber or its agent, in principle.

3. In the event that the Subscriber acquires the Information through the Information Service Provider, the content of the Information and the particulars of the communication method shall comply with the connection specifications established by the Information Service Provider.

(System Usage Fees)

Article 5 The Subscriber shall pay to OSE the System Usage Fees of a month before the 15th day of the following month (or the following business day if the 15th falls on a non-business day for OSE) upon the invoice issued by OSE and in accordance with the method specified by OSE; provided, however, that the System Usage Fees for any month in which the Information was used for a period of less than one month shall be calculated on a pro rata basis.

2. If the Subscriber is late in paying its System Usage Fees, the Subscriber shall pay to OSE a late payment penalty for the period from the day following the day on which the payment was due until the day on which the arrears are paid calculated at an annual rate of 14.6% of the System Usage Fees in arrears.

3. In the event that no Information was delivered from OSE to the Subscriber for more than twelve consecutive hours in one day by the Market Information System , through no fault of the Subscriber (and of the Information Service Provider if the Subscriber uses it to receive the Information), the Subscriber may be exempted from paying the no-service portion of the System Usage Fees for the month calculated by converting a period of twelve hours to one day (rounding down a period of less than 12 hours) and prorating the rate for the resulting number of non-service days; provided, however, that the Subscriber shall pay the entire amount of the System Usage Fees for the month if the failure to deliver the Information was caused by a natural disaster or any other force majeure event beyond the control of OSE.

4. The Subscriber may be exempted from paying the System Usage Fees for a period for which the written application is submitted by the Subscriber and deemed appropriate by OSE as a trial period for the purpose of developing a program pertaining to the acquisition of the Information.

5. The System Usage Fees which the Subscriber 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 except for reasons attributable to OSE.

(Revision of Fee Structure)

Article 6 When deeming it necessary, OSE may revise the fees specified in the Policy by giving three (3) months prior written notice to the Subscriber or its agent.

(Amendment of the Policy)
Article 7 OSE may amend the Policy where it deems necessary. In such case, OSE shall make reasonable efforts to provide adequate notice of changes to the Policy.

(Term of agreement)
Article 8 The term of this Agreement shall be from to ; provided, however, in the event that neither OSE nor the Subscriber has indicated its wish to terminate this Agreement in writing at least one month prior to expiration, this Agreement shall be renewed for another year under the same terms and conditions, and annually thereafter.

2. Even during the term of this Agreement referred to in the preceding paragraph, OSE or the Subscriber may terminate this Agreement before its expiration by giving basically at least one month advance written notice to the other party or its agent.

(Deposit)
Article 9 When deemed necessary by OSE, in order to secure the payment of the System Usage Fees and all other liabilities of the Subscriber to OSE arising under this Agreement, the Subscriber shall make a deposit which is determined by OSE, before the commencement or change of this Agreement.
No interest shall be payable by OSE on the deposit.

2. In the event that there are System Usage Fees payable and other liabilities payable of the Subscriber to OSE upon termination of this Agreement, OSE shall deduct such amounts payable from the deposit referred to in the preceding paragraph and return any remaining amount to the Subscriber without delay after termination of this Agreement.

3. During the term of this Agreement, the Subscriber may not request to offset the deposit referred to in Paragraph 1 with the System Usage Fees and other liabilities payable.

4. The Subscriber may not assign to a third party, pledge as collateral or otherwise dispose of the right to claim the return of the deposit referred to in Paragraph 1.

5. When this Agreement is renewed upon expiration of the term thereof, the deposit referred to in Paragraph 1 shall be retained.

6. In case that the System Usage Fees to be paid by the Subscriber to OSE are revised, in the case of an increase in System Usage Fees, the Subscriber shall additionally deposit with OSE the amount equal to the difference in the deposits before and after the revision, and in the case of a decrease in System Usage Fees, OSE shall return to the Subscriber the amount equal to the difference between the deposits before and after the revision.

(Confidentiality)
Article 10 Neither OSE nor the Subscriber shall disclose to any third party any material received or technologies learned from the other party in respect of this Agreement without the prior written permission or consent of the other party; provided, however, that any of the information described in the following items shall be excluded:

(1) information that was available to the public at the time of disclosure or later becomes available to the public through no fault of the receiving party;
(2) information that was duly obtained by the receiving party without obligation of confidentiality from a third party;

(3) information that was already in the possession of the receiving party at the time of disclosure;
(4) information that was developed by the receiving party independent of this Agreement; and
(5) information that is required to be disclosed by law or by order of regulatory agencies.

2. In the event that the Subscriber acquires the Information directly from OSE, the Subscriber shall not leak to any third party the ID and password provided by OSE for the purpose of receiving the Information.

3. In the event that either OSE or the Subscriber provides a third party with personally identifiable information of the Subscriber or OSE which became known to the other party in the course of performing this Agreement, such disclosure shall be governed by the provisions of the Act on the Protection of Personal Information (Act No. 57 of 2003) and other applicable laws and regulations.

4. The provisions of this article shall survive the expiration or termination of this Agreement.

(Reporting requirements)

Article 11 The Subscriber shall report or submit relevant documents to OSE promptly (within one month for Item (3)) on the following matters or any other matter deemed necessary and requested by OSE:

(1) installation of a new computer system or modification of the existing system;
(2) relocation of the computer system to a new site; or
(3) for which System Usage Fees are charged, the number of terminals to which the Subscriber provides the Information as of the end of every month or which logged in during the month (hereinafter collectively referred to as the "Number of Terminals"), or the number of identification numbers which were assigned by the Subscriber for use of the terminals as of the end of every month or which logged in during the month (hereinafter collectively referred to as the "Number of IDs").

2. When deemed reasonably necessary by OSE, the Subscriber shall attach to the reports specified in the preceding paragraph an audit certificate issued by a certified public accountant or professional in a similar capacity.

3. The Subscriber shall be responsible for all costs and expenses relating to the preparation of reports that are required to be prepared pursuant to this article.

(Books and records)

Article 12 The Subscriber shall retain any and all ledgers and records of the condition of acquisition and usage of the Information used for preparing reports of Number of Terminals or Number of IDs and concerning audit described in Article 13, for at least three (3) years from the date of creation of the ledgers and records.

(Audit)

Article 13 During the period set forth in Article 12, OSE may, with prior written notice to the Subscriber, have its officers, employees, agents or any person appointed by OSE enter the business premises or other facilities of the Subscriber, audit, inspect and copy the books of account and records set forth in Article 12 during regular business hours, in order to verify the condition of acquisition and usage of the Information and compliance with this Agreement. The Subscriber shall cooperate in good faith with OSE for any such inspection.

2. The Subscriber shall have a third party to whom the Subscriber has provided the Information cooperate with OSE in the inspection for the condition of acquisition and usage of the Information and compliance with this Agreement by the third party, and obtain prior written consent from the third party to cooperate in such inspection.

(No assignment of rights)

Article 14 The Subscriber shall not assign to or cause a third party to succeed the rights to receive the Information under this Agreement without the prior written approval of OSE.

(Compensation for damages)

Article 15 In the event that the Subscriber breaches the provisions of Article 2 by acquiring and/or using any information that is not permitted by OSE, the Subscriber shall compensate OSE for an amount equal to the total System Usage Fees chargeable in respect of said information.

2. In the event that the Subscriber breaches the provisions of Article 2 by providing the Information to a third party not approved by OSE or leaking to a thirty party the ID and password provided by OSE to receive the Information, the Subscriber shall compensate OSE for an amount equal to the total System Usage Fees chargeable in respect of the use of the Information by said third party; provided, however, that this shall not apply to cases where said third party enters into an information provision agreement with OSE and pays said System Usage Fees.

(Prohibitions)

Article 16 The Subscriber shall be prohibited from committing any of the following acts in acquiring and using the Information:

(1) to supply false information in any changes etc. in respect of the purposes, method etc. of use thereto;
(2) to commit an act that leads to or may lead to a criminal act;
(3) to infringe on intellectual property rights or the rights to privacy of OSE or any third party, or commit a slanderous or similar act;
(4) to make unauthorized use of any information acquired during the process of connecting to OSE Connection Services;
(5) to improperly use the ID of a third party or a false ID;
(6) to permit a third party to use the ID or other information of the Subscriber, or assign, lend or collateralize them to a third party;
(7) to acquire, change or destroy or do anything which may acquire, change or destroy the data saved on OSE Connection Services without authorization;
(8) to transmit to or install a harmful computer program on OSE Connection Services;
(9) to commit any act that places or may place an excessive load on OSE Connection Services or that interferes or may interfere with the operation of said network; or
(10) to continue with an act which OSE deems inappropriate and in respect of which OSE requests the Subscriber to cease and desist.

(Termination)

Article 17 In the event that any of the following cases applies to the other party, either OSE or the Subscriber may terminate this Agreement immediately by notifying the other party in writing without formal demand:

(1) breach of any one of the provisions of this Agreement which has remained unremedied for thirty (30) days after written notice of breach;
(2) willful or gross negligence, or material breach of trust;
(3) suspension of payments or filing for provisional seizure, seizure, disposal by auction, the commencement of bankruptcy proceedings, the commencement of civil

rehabilitation, the commencement of corporate reorganization, the commencement of special liquidation, an order of dissolution of the company, or an order of prohibition of continuous transactions or closure of a business office of a foreign company;

(4) suspension of business by a clearinghouse;
(5) disposition for delinquency on taxes and other public dues; or
(6) recognition by the other party that creditworthiness has been seriously compromised.

2. Upon termination of this Agreement pursuant to the provisions of the preceding paragraph, OSE shall immediately discontinue (or cause the Information Service Provider to discontinue) the provision of the Information to the Subscriber.

3. Upon termination of this Agreement pursuant to Paragraph 1, any liabilities of the Subscriber to OSE under this Agreement shall forfeit the benefit of time and become immediately due and payable by the Subscriber.

(Suspension of information provision)

Article 18 In the event that any one of Items 1 to 3 becomes applicable to the Subscriber, or any one of Items 4 to 6 becomes applicable, OSE may immediately suspend (or cause the Information Service Provider to suspend) the provision of the Information to the Subscriber for a period which OSE deems appropriate by giving written notice to the Subscriber; provided, however, that, in an emergency or other unavoidable circumstances, OSE may suspend the provision of the Information by giving verbal notice and issuing a written notice at a later date.

(1) where the Subscriber acquires and/or uses the Information in a manner which is or may be offensive to public order and decency;
(2) where OSE has determined that the manner in which the Subscriber acquires and/or uses the Information directly or indirectly obstructs or may obstruct the formation of fair prices or steady distribution of financial instruments listed on the OSE markets;
(3) where the Subscriber is in breach of this Agreement or in violation of said rules concerning OSE Connection Services;
(4) where suspension is unavoidable for the purpose of maintenance or other work to be performed on OSE Connection Services;
(5) where OSE service concerning delivery of the Information is disrupted; or
(6) where force majeure beyond the control of OSE, including a natural disaster, power failure and the unlawful action of a third party, precludes OSE Connection Services.

2. In the event that a Third Party Subscriber is in breach of Article 2, Paragraph 2, OSE shall request the Subscriber in writing to suspend the provision of the Information to said Third Party Subscriber, and the Subscriber shall comply with such request.

(Indemnity)

Article 19 Except for willful or gross negligence on the part of OSE, OSE shall not be liable for any damages incurred by the Subscriber and its clients etc. as a result of errors, delay, omissions and interruptions in the Information, and failure of the system.

2. In the event that the damages referred to in the preceding paragraph are incurred by the deemed gross negligence of OSE for which OSE is liable, the damages to be paid by OSE to the Subscriber shall not exceed an amount equivalent to the one-year total of the System Usage Fees which OSE has received from the Subscriber (that is, the System Usage Fees received by OSE from the Subscriber during the one-year period calculated retroactively from the month preceding the month in which the date of the event for which OSE is liable occurred (or, if the Subscriber acquired and used the Information for less than one year, the amount which is twelve times the amount of the average

monthly System Usage Fees received by OSE from the Subscriber after the service commenced)) under this Agreement.

3. OSE shall not be liable for compensation or damages incurred by the Subscriber or its clients as a result of suspension of the provision of the Information by OSE to the Subscriber, a request by OSE to the Subscriber to discontinue the provision of the Information or accept changes to the content of the Information, discontinuation of the provision of the Information from the Information Service Provider to the Subscriber, or the audit set out in Article 13.

4. In the event that a client of the Subscriber files a claim for compensation or damages against OSE, the Subscriber shall cooperate as necessary with OSE.

(Severability)
Article 20 In the event that any provision of this Agreement is held to be invalid or unenforceable by a court having jurisdiction, all other provisions of this Agreement and the Policy shall remain in full force and effect.

(Consultation)
Article 21 Any matter not provided for in this Agreement or any doubt with respect to the interpretation of any part of this Agreement shall be resolved by negotiation or mutual consultation in good faith between OSE and the Subscriber.

(Jurisdiction)
Article 22 The parties agree that all legal disputes arising out of or in connection with this Agreement shall be subject exclusively to the jurisdiction of a court having jurisdiction over the location of the principal office or head office of OSE as the court of first instance.

(Governing law)
Article 23 This Agreement shall be governed and construed by the laws of Japan.

In witness whereof, OSE and the Subscriber shall execute this Agreement in duplicate and retain one copy each.

Date: MM DD, YYYY

OSE: Osaka Exchange, Inc.

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Name: Ryusuke Yokoyama
Title: President & CEO
Address: 1-8-16, Kitahama, Chuo-ku, Osaka 541-0041 JAPAN

The Subscriber: XXX

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Name: XXXXX
Title: XXXXXX
Address: XXXXXXX