

## Terms and Conditions for FLEX Historical Service

### Article 1. Purpose

Terms and Conditions for FLEX Historical Service (hereinafter "Terms and Conditions" including the appendix attached hereto) 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 the condition that the Customer observes these Terms and Conditions.

### Article 2. Scope of Application of the Terms and Conditions

1. These Terms and Conditions shall apply to both the relationship between JPX Market Innovation & Research, Inc. (hereinafter "JPXI") and the Customer and the relationship between JPXI and an entity that intends to conclude an agreement for using the Service (hereinafter "Applicant") 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 JPXI.

### Article 3. Amendment to Terms and Conditions

JPXI may amend these Terms and Conditions without consent from the Customer. In such case, conditions for the use of the Service shall be subject to the amended Terms and Conditions.

### Article 4. Definitions

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

- (1) Service: The service in which JPXI provides the Information as FLEX Historical Service in accordance with these Terms and Conditions,
- (2) Information: The following Information in which JPXI provides as FLEX Historical Service,
  - FLEX Standard Historical (Cash Equities)
  - FLEX Full Historical
  - ToSTNeT Historical
  - Real Time TOPIX Historical
  - FLEX Standard Historical (Futures)
- (3) Customer: An entity that uses the Service with the conclusion of the User Agreement as specified in Article 5, Paragraph 3,
- (4) Affiliate Company: A company, etc. approved by JPXI, in which the Customer has an over 50% direct or indirect stake or which have an over 50% direct or indirect stake in the Customer.
- (5) Third Parties: Entities other than the Customer, provided, however, in the case where the Customer has chosen "Affiliate Companies Use" for the Usage Scope specified in Article 5, Paragraph 2, entities other than the Customer and Affiliate Company, and
- (6) Academic Use: In the case of use of the information for the non-commercial activity by a

non-profit organization or an individual belonging to such organization for conducting research/studies whose results are not used for commercial purposes.

#### Article 5. Conclusion of User Agreement

1. The Applicant shall apply for the use of the Service through the contract system designated by JPXI.
2. The Applicant shall choose ones of the followings that apply in the application referred to in the preceding paragraph.
  - (1) the Information referred to in Article 4 which the Applicant use.
  - (2) Usage Scope
    - Single Entity Use: Only the Customer can use the Information
    - Affiliate Companies Use: The Customer and its Affiliate Company can use the Information
  - (3) Service Type
    - Regular Service
    - All-period Data Service
    - Spot Data Service
  - (4) Re-distribution Use
  - (5) Academic Use
    - In case of the Academic Use, the Service Type shall be All-period Data Service.
3. The agreement with JPXI to use the Service (hereinafter "User Agreement") shall come into effect at the time when JPXI has sent an email notifying the Applicant of the acceptance of the application for the use of the Service referred to in the preceding paragraph.

#### Article 6. Provision of Service

1. When providing the Services other than the Spot Data Service, JPXI shall provide the Customer with the Information from the day designated by the Customer and agreed upon by JPXI.
2. When providing the Spot Data Service, JPXI shall provide the Customer with the Information after JPXI has confirmed that the Customer has paid the Service Fees specified in Article 15, Paragraph 4.
3. JPXI shall use a public cloud environment for the Service (hereinafter "Public Cloud Environment") and loan the Customer an access key ID, etc. (hereinafter "Access Key, ID, etc.") required to access the usage environment for the Service.

#### Article 7. Prohibition of Usage other than Prescribed Usage Form

1. The Customer must not use the Information and edited or processed Information in forms other than the usage which the Customer has chosen in the application, referred to in Article 5, Paragraph 1 and 2.
2. The Customer who does not choose Re-distribution Use in the application must not provide the Information and its edited or processed Information to any third party.

Article 8. Use of Information under the Affiliate Companies Use Agreement

1. When choosing the Affiliate Companies Use under Article 5, Paragraph 2, the Applicant shall submit an "Affiliate Companies List" prior to applying as referred to in Article 5, Paragraph 1, and obtain approval from JPXI.
2. The Customer shall impose on the Affiliate Company the same obligations and restrictions as those imposed on the Customer, and have the Affiliate Company comply with said obligations and restrictions by entering into a contract with the Affiliate Company.
3. The Customer shall enter into a contract with the Affiliate Company to the effect that the same disclaimer as that stipulated by these Terms and Conditions shall apply to JPXI in relation with the Affiliate Company. Moreover, the Customer shall bear total responsibility for the use of the Information by the Affiliate Company.

Article 9. Use of Information under the Academic Use

1. When choosing the Academic Use under Article 5, Paragraph 2, the Applicant shall submit an "Academic usage fee application form" prior to applying as referred to in Article 5, Paragraph 1, and obtain the approval from JPXI.
2. A Customer who uses the Service for academic purposes shall comply with all of the following conditions:
  - (1) Upon request from JPXI, the Customer shall submit documents and other materials which confirm that the data recipient is a non-profit organization engaging in education, research, and/or study, or a person who belongs to such a corporation.
  - (2) The Information shall be used only by the data recipient (in the case of an organization, a person belonging to the department/research group).
  - (3) When publishing its research and/or study, the Customer shall not publish it in such a form that the original data can be reproduced (by attaching a table of stock prices in chronological order as a reference, for example).
  - (4) Upon request from JPXI, the Customer shall submit to JPXI the results of the research and/or study that used the Information.
3. In the event that a Customer violates any of the requirements set forth in each item of the preceding article, the Customer shall promptly pay to JPXI the difference between the fee for academic use and the fee for the standard use.

Article 10. Access to the Service Environment

1. The access method for the environment in order to use the Service (hereinafter "Service Environment") and the format of the information stored in the Service Environment shall follow the specifications determined by JPXI.
2. Intellectual property rights and any other rights to the specifications determined by JPXI shall belong to JPXI and other rights holders. The specifications determined by JPXI must not, in whole or in part, be reproduced, altered, or provided to a third party by the Customer without prior consent of JPXI.
3. The specifications determined by JPXI may not be used for any purpose other than system

development required to obtain the Information.

4. The Japanese version of the specifications shall be the original version. Should there be any discrepancies between the Japanese version and the English version, the Japanese version shall prevail. JPXI shall bear no responsibility for provision of the English version.
5. The Customer shall, at its own expense, access the Service Environment by using the Access Key ID, etc. loaned by JPXI pursuant to Article 6, Paragraph 3.
6. The Customer shall, at its own expense, prepare any devices, line services, software, etc. required to use the Service Environment.
7. JPXI may change the specifications referred to in Paragraph 1 with prior notice to the Customer; provided, however, that this shall not apply in the case of unavoidable circumstances.

#### Article 11. Discontinuation, etc. of the Service

1. JPXI may discontinue or restrict the provision of the Service in whole or in part if:
  - (1) A natural disaster, incident or other emergency occurs or is likely to occur;
  - (2) A failure occurs in the Service Environment such as the system related to the Information operated by JPXI or Tokyo Stock Exchange, Inc. (hereinafter "TSE");
  - (3) It becomes difficult for JPXI to provide the Service to the Customer because JPXI is unable to use the Public Cloud Environment;
  - (4) Unavoidable circumstances arising from maintenance or repair required in the Service Environment; or
  - (5) It becomes difficult for JPXI to provide the Service because the telecommunications provider discontinues providing its telecommunications services.
2. If JPXI interrupts the provision of the Information, it shall notify the reason, date and period of the interruption to the Customer in advance, in the manner specified by JPXI; provided, however, the same shall not apply in the case of an emergency.

#### Article 12. Suspension of Provision of Service

JPXI may suspend the provision of the Service in whole or in part for a designated period if the Customer falls under any of the following items. In this case, JPXI shall not be obligated to give prior notice or warning to or to compensate the Customer for damage.

- (1) The Customer has not paid fees, additional charges or a delinquency charge for the Service within thirty (30) days from the due date specified in the invoice;
- (2) The Customer has received notice of a dishonored bill or check, or has been ordered by a financial institution to suspend banking transactions;
- (3) The Customer has fallen under any of the following situations: (i) inability to pay debts (shiharai teishi), (ii) filing of a petition for a provisional attachment or attachment against the Customer, or (iii) filing of a petition for commencement of civil rehabilitation proceedings, commencement of bankruptcy proceedings, special liquidation or commencement of corporate reorganization proceedings against or by the Customer;
- (4) JPXI has found that the Customer's credit standing has significantly deteriorated for

- reasons other than those set out in the preceding three items;
- (5) It is discovered that the Customer stated false matters (including impersonation, false descriptions, and erroneous descriptions) in the application or other procedures regarding these Terms and Conditions or the User Agreement;
  - (6) The Customer's Access Key ID is used, or reasonably suspected to be used, by a third party;
  - (7) The Customer cannot be contacted through the contact information registered at the time of the application under Article 5, Paragraph 1, or the Customer is not reachable by any other means;
  - (8) The Customer refuses the investigation prescribed in Article 16 without reasonable grounds;
  - (9) The Customer has violated, or is reasonably determined to be likely to violate, the provisions of these Terms and Conditions such as Article 17; or
  - (10) JPXI determines that it is inappropriate to provide the Service to the Customer, other than the preceding items.

Article 13. Management of Access Key ID, etc.

1. The Customer must not lend or provide the Access Key ID, etc. to a Third Party for receiving provision of the information.
2. In the case where the Customer becomes affected by loss or theft, etc., of the Access Key ID, etc. for receiving the Information, the Customer shall immediately notify JPXI thereof.
3. Where the Customer discovers any unauthorized use or abnormality when receiving the Information, the Customer shall immediately notify JPXI thereof.

Article 14. Compliance Matters Concerning Re-distribution Use

1. The Customer who chooses Re-distribution Use in the application, referred to in Article 5, Paragraph 1 and 2, shall execute an agreement which prohibits the third party, to whom the Customer re-distributed the Information, from reproducing and re-distributing the Information to other third parties.
2. In the case where the third party to whom the Customer re-distributed the Information was confirmed as having reproduced or re-distributed the Information to another third party, the Customer for Re-distribution Use shall request that said reproduction or re-distribution be prohibited and shall endeavor the elimination thereof.
3. The Customer for Re-distribution Use shall not distribute the Information to any party which engages in the information provision business, such as a newspaper company.
4. Once the Customer starts to re-distribute to Third Parties the Information, including that which is compiled or processed based thereon, the Customer shall report to JPXI on a monthly basis the total number of such Third parties, as of the end of month, in accordance with the report format prescribed separately by JPXI, by the fifteenth of next month; provided, however, that this shall not apply when choosing "Fixed Rate Type" in External Distribution Fees.

#### Article 15. Service Fees

1. The Customer shall pay JPXI fees specified in the invoice in accordance with the price list that is published on the JPXI or Japan Exchange Group, Inc. websites (hereinafter "Service Fees") on or after the date of the start of provision of Information in accordance with Article 6. If provision of the Information is less than one (1) month and the monthly fee when fee difference is occurred in association with the contract change, the Service Fees of the said month are calculated on a daily prorated basis.
2. With regards to the services other than the Spot Data Service, the Service Fees referred to in the preceding paragraph shall be applicable from the date the Information provision starts in accordance with Article 6, Paragraph 1.
3. Where the Customer chooses "Volume Charge Type" in the External Distribution Fees, the External Distribution Fees of the month are calculated based on the total number of Third parties who receive the Information from the Customer reported in accordance with Paragraph 4 of the preceding article as of the end of the month before last. However, that External Distribution Fees for the month in which the Customer commenced the external distribution of the information, the following month and the month after shall be determined based on the total number of the Third parties at the end of the month which includes the day preceding the date on which one month has elapsed from the date when the Customer commenced the external distribution.
4. With regards to the Spot Data Service, the Service Fees referred to in Paragraph 1 shall be applicable from the date the User Agreement comes into effect in accordance with Article 5, Paragraph 3.
5. The Customer shall pay the Service Fees incurred pursuant to the preceding four paragraphs by the date designated by JPXI.
6. In the event of a delay in payment of the Service Fees by the Customer (including the case where JPXI is prevented from properly issuing an invoice for the Service Fees due to a breach by the Customer of any of the provisions of the User Agreement), the Customer shall pay a delinquent charge on the outstanding fees at the rate of 14.6% per annum for the period from the day following the due date of said fees to the date of actual payment.
7. If JPXI deems it necessary, JPXI may revise the Service Fees on an as-needed basis by giving written notice to the Customer no later than three months prior to such revision.

#### Article 16. Investigation of Use of the Information

1. If JPXI deems it necessary, JPXI may have any of its officers, employees, agents or any other persons or entities commissioned by JPXI (including officers and employees of such agents or such persons or entities) enter any of the premises of the Customer in order to investigate how the Information, including that which is edited and processed based thereon, is used by the Customer, with at least one-month prior written notice to the Customer.
2. The Customer shall cooperate in good faith with the investigation referred to in the preceding paragraph.

#### Article 17. Prohibited Acts

1. The Customer and the Applicant must not:
  - (1) Commit any act that interferes with the operation of the Service;
  - (2) Commit any act that causes, or is likely to cause, damage to the system or network of any Third Party who has access to the Service Environment;
  - (3) Allow a third party to use the Access Key ID, etc. prescribed in Article 6, Paragraph 3, or transfer, loan, or pledge as collateral the Access Key ID, etc. to a third party;
  - (4) Commit unauthorized access to the Information by falsifying its own identity or pretending to be someone else;
  - (5) Use the Information illegally despite the knowledge that the Information was provided in a manner not consistent with the details of the User Agreement, or use the Information in any manner inconsistent with the details of the User Agreement;
  - (6) Commit unauthorized use of a third party's Access Key ID, etc. or use a false Access Key ID, etc.;
  - (7) Transmit computer viruses;
  - (8) Hack into computers;
  - (9) Commit any act that violates, or is likely to violate, any laws or regulations;
  - (10) Commit any act that violates public order and morals;
  - (11) Commit any act that offends or causes damage to any other Customer;
  - (12) Commit any criminal act or any act that is likely to be criminal; or
  - (13) Commit any other act that disrupts or might disrupt the operation of the Service or acts which JPXI deems inappropriate.
2. If the Customer violates any matters specified in these Terms and Conditions including the preceding paragraph and causes damage to JPXI and/or a Third Party, the Customer shall compensate JPXI and/or the Third Party for all such damage.
3. The Customer and Applicant must notify JPXI immediately if they discover usage of the Information which violates these Terms and Conditions, such as leakage, loss, third-party distribution, or usage form inconsistent with the purpose stated in the application.

#### Article 18. Disclaimer

1. Neither JPXI nor TSE nor its related parties (including any officers, employees and agents of JPXI and TSE and any other persons or entities commissioned by JPXI and TSE (including officers and employees of said agents and said other persons or entities commissioned by JPXI and TSE); hereinafter the same) shall not be held liable to compensate for any damage which may be incurred by the Customer or any third party to whom the Customer has re-distribute the Information, due to any error in the Information (including that related to the specifications), slowdown, delay, omission, fault, interruption, system failure, defect in access by the Customer to the JPXI and TSE system, or use of the Service or the Information.
2. Neither JPXI nor TSE nor its related parties shall be held liable for indemnification, compensation or otherwise as to costs or damages, etc. incurred by the Customer or any

party to whom the Customer provides the Information in connection with the investigation prescribed in Article 16.

3. Provision of the Information by JPXI and TSE hereunder does not constitute an offer or solicitation for investment, nor does it guarantee the value of any securities.
4. JPXI, TSE and its related parties will make efforts to secure the accuracy of the Information, but no representation is offered of the accuracy, completeness, effectiveness, immediacy or timeliness of the Information.
5. JPXI, TSE and its related parties shall be entitled to amend or correct any inaccuracy, etc. in any portion of the Information, however, shall not be responsible for such amendment or correction.
6. If the Customer causes damage to a third party due to the use of the Information, the Customer shall handle and settle the issue on its own responsibility and at its own expense, and hold harmless JPXI, TSE and its related parties.
7. The Customer shall be responsible for the use and management of the Access Key ID, etc. loaned by JPXI. JPXI and TSE shall bear no responsibility for any damages incurred by the Customer or any third party including the Affiliate Company, arising from the use of the Access Key IDs, etc. by a third party.
8. JPXI and TSE shall operate and manage the Service Environment only up to the access point between JPXI, TSE and any other communications lines such as the internet of the other party. JPXI and TSE shall not be liable to the Customer for indemnification or compensation of expenses or damages incurred by the Customer or any third party including the Affiliate Company due to failure of any devices, equipment, or software outside of JPXI and TSE's operation and management.
9. If the Customer or any third party including its Affiliate company incurs any damage due to discontinuation or restriction of all or part of the Service referred to in Article 11 or suspension of all or part of the Service referred to in Article 12, JPXI and TSE shall not indemnify or compensate the Customer, its Affiliate company, or any other third party for the damage nor shall refund any fees for the period of such discontinuation, restriction, or suspension, unless the damage is caused by JPXI or TSE's willful intention or gross negligence.

#### Article 19. Term of the User Agreement for Regular Service

The term of the User Agreement for the Customer using services other than the Spot Data Service shall be effective until the last day of the month which includes the day on which one (1) year elapses from the date the User Agreement comes into effect in accordance with Article 5, Paragraph 3. However, the User Agreement shall be 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 thereafter.

#### Article 20. Cancellation of the User Agreement

JPXI and the Customer may cancel the User Agreement on a date on which they intend to



cancel the User Agreement by giving notice in writing or via the contract system designated by JPXI to the other party at least one (1) month prior to such intended cancellation date. Even if the User Agreement is cancelled, JPXI shall not refund the Service Fees, which the Customer has already paid, to the Customer

#### Article 21. Termination of the User Agreement

1. JPXI may immediately terminate the User Agreement without prior demand if the Customer fall under any of the items of Article 12 and JPXI determines that the situation will not be resolved or is unlikely to be improved even after JPXI has suspended the provision of the Service in whole or in part specifying a reasonable period of time.
2. JPXI may immediately terminate the User Agreement without suspending the provision of the Service or giving prior demand if the Customer falls under any of the items of Article 12 and JPXI deems that such fact of falling under any of such items will adversely affect JPXI's business operations.
3. JPXI shall immediately cease the provision of the Information to the Customer if the User Agreement is terminated pursuant to the preceding two paragraphs.
4. The payment of the Service Fees and all the other monetary obligations owed by the Customer to JPXI shall automatically be accelerated and become due and payable as a matter of course if the User Agreement is terminated pursuant to Paragraph 1 or 2, and the Customer shall immediately fulfill those obligations.
5. Any termination under this article shall not preclude JPXI from claiming compensation of damages against the Customer.
6. Disclaimer of all liabilities by JPXI, TSE and its related parties shall survive the expiration or termination of the User Agreement.

#### Article 22. Transfer of Rights Prohibited

The Customer must not transfer its rights and obligations of the Customer under the User Agreement or have a Third Party succeed said rights and obligations without prior written consent of JPXI.

#### Article 23. Confidentiality

The Customer and JPXI must not disclose any of the provisions of the User Agreement, any document received from the other party and any techniques obtained in connection with the User Agreement, and any similar matters to any third party (excluding related parties of JPXI) without prior written approval of the other party.

#### Article 24. Elimination of Anti-social Forces

The Customer (excluding foreign groups such as juridical persons established in accordance with foreign law and regulations) shall observe the details "Appendix: Special Agreement Concerning Elimination of Anti-social Forces".

Article 25. Intellectual Property Rights

The Customer hereby confirms that the Information that includes rights, such as copy rights, belongs to JPXI or information sources (meaning the counterparties with whom JPXI has concluded a contract for obtaining information).

Article 26. Matters to be Discussed

Any matters not provided for in these Terms and Conditions or any questions arising from or in connection with the User Agreement shall be discussed and solved by the Customer and JPXI in good faith.

Article 27. Jurisdiction

Any and all disputes which may arise between the Customer and JPXI from or in connection with the User Agreement shall be subject to the exclusive jurisdiction of the court having jurisdiction over the location of the principal office of JPXI as the court of the first instance.

Article 28. Governing Law

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

(Last modified: May 15, 2023)

## Appendix: Special Agreement Concerning Elimination of Anti-Social Forces

The Customer shall observe the content described in this Special Agreement.

### Article 1. Declaration of Elimination of Organized Crime

1. In light of it being a company which operates markets as a public service, JPXI hereby declares that it will block any transactions with anti-social forces including criminal and extremist elements (hereinafter "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. JPXI and the Customer shall recognize the purpose and intent of the declaration in the preceding two paragraphs and cooperate with the other party so as to observe the declaration.

### Article 2. Definition of Anti-Social Forces

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

- (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.

### Article 3. Pledge

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

2. The Customer must cooperate with JPXI, 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 JPXI:
  - (1) A party to a contract related to the User Agreement (hereinafter "Related Contract");  
or
  - (2) A person or entity that is an agent or intermediary of the Customer with regard to a Related Contract.

#### Article 4. Termination of the User Agreement

1. JPXI may, if the Customer falls under any of the following items, immediately terminate all or part of the User Agreement without issuing any demand to the 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 JPXI;
  - (3) Where the entity enumerated in each item of Paragraph 1 of the preceding article is found to fall under Anti-Social Forces;
  - (4) Where Customer does not cooperate with JPXI on the survey prescribed in Paragraph 2 of the preceding article nor submit materials, etc. requested by JPXI without reasonable grounds; or
  - (5) Where Customer 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.
2. In cases where a person or entity enumerated in each item of Paragraph 2 of the preceding article is found to fall under Anti-Social Forces, JPXI may request the Customer to take necessary measures such as termination of the Related Contract. In spite of requesting such necessary measures, if the Customer rejects such request without reasonable grounds, JPXI may terminate all or part of the User Agreement.

#### Article 5. Liability for Damages

JPXI and the Customer hereby confirm that, JPXI shall accept no liability for damages or losses incurred by the Customer due to JPXI terminating all or part of the User Agreement pursuant to the preceding article.

End of Special Agreement