

Terms and Conditions of Use of TSE System for Investor Transcript Service

Chapter I General Provisions

Article 1 Purpose

The Terms and Conditions of Use of TSE System for Investor Transcript 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 the relationship between Tokyo Stock Exchange, Inc. (hereafter referred to as “TSE”) and the Customer with respect to the use of the Service.
2. The Customer shall agree to and observe these Terms and Conditions when using the Service.

Article 3 Amendment to Terms and Conditions

1. TSE may amend these Terms and Conditions without consent from the Customer. In such case, the conditions for use of TSE’s Delivery Platform (as defined in Article 4) will follow the amended terms and conditions.
2. If TSE intends to amend these Terms and Conditions, TSE 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 TSE. However, 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) Customer: | A person who uses the Service upon the acceptance of these Terms and Conditions as |

defined in Article 6 Clause 2.

- (iii) Content Usage Contract: The service license agreement for this service that the Customer concludes with SCRIPTS Asia Inc.
- (iv) Information: Out of all contents that can be used by the Customer according to the Content Usage Contract, contents distributed by TSE as specified in the Service Guide.
- (v) TSE's Delivery Platform: Environments provided by TSE in order to distribute the Information to the Customer, such as computer systems and public cloud environments provided by third parties.

Chapter III Terms and Conditions

Article 5 Service Menu

The Service enables Customers acting as partner distribution platforms according to a Content Usage Contract to obtain Information using TSE's Delivery Platform.

Article 6 Acceptance of Terms and Conditions

1. The Customer shall apply for the Service through the contract system designated by TSE.
2. The Terms and Conditions for use of the Service shall come into effect when TSE 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. TSE shall provide the Customer with the Service from the date of contacting the Customer as described in Article 6, Clause 2 based on the application provided for in Article 6, Clause 1.
2. In providing the Service as described in Clause 1, TSE shall loan the Customer the Access Key ID, etc. required to access TSE's Delivery Platform.
3. The Customer shall notify TSE immediately in case of loss or theft of the Access Key ID, etc. described in Clause 2.

Article 8 Access to TSE's Delivery Platform

1. The method to access TSE's delivery platform and the format of information stored in TSE's delivery platform shall follow the specifications established by TSE.
2. Intellectual rights and any other rights to the specifications established by TSE shall belong to TSE and other rights holders. The specifications established by TSE, in whole or in part, may not be replicated, altered, or provided to a third party without obtaining consent of TSE.
3. The specifications established by TSE 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 TSE's Delivery Platform by using the Access Key ID, etc. loaned by TSE pursuant to Article 7, Clause 2.
5. The Customer shall, at its own expense, prepare any devices, line services, software and the like required to use TSE's Delivery Platform.
6. TSE may change the specifications set out in Clause 1 after 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, which had been accepted by TSE pursuant to Article 6, Clause 2, the Customer shall apply for changes through the contract system designated by TSE.
2. Changes to the Terms and Conditions shall become effective when TSE sends out an email notifying the Customer of acceptance of the changes set forth in the preceding clause.

Chapter V Customer Obligations

Article 10 Customer Obligations

1. The Customer 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 uses the Service;
 - (iii) Allow a third party to use the Access Key ID, etc. set forth in Article 7, Clause 2, or transfer, loan, or pledge the Access Key ID, etc. to a third party;

- (iv) Illegally access the Information by disguising the Customer's identity or taking on that of 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 causes inconvenience or damage to another Customer;
 - (xi) Commit any criminal act or any act that is likely to be a criminal act;
 - (xii) Commit any act that violates any provision of this agreement; or
 - (xiii) Commit any other act that disrupts or might disrupt the operation of the Service, or an act which TSE deems inappropriate.
2. If the Customer violates any matter provided in the preceding clause or these Terms and Conditions, causing damage to TSE or a third party, the Customer shall compensate the injured party for all of such damage.

Chapter VI Restricted Use, Suspension and Discontinuance of Service

Article 11 Stop of Service

TSE 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 damage occurs to a system related to the Information or TSE's Delivery Platform;
- (iii) It becomes difficult for TSE to provide the Information to the Customer because TSE has become unable to use TSE's Delivery Platform;
- (iv) Unavoidable circumstances occur due to the needs of maintenance or repair to TSE's Delivery Platform; or
- (v) It becomes difficult for TSE to provide the Service because the telecommunication provider discontinues providing the telecommunication service.

Article 12 Suspension of Provision of Service

TSE 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, TSE is not obligated to give any notice or demand to or to compensate the Customer for damage.

- (i) The Customer receives notice of a dishonored bill or check, or has been ordered by a financial institution to suspend banking transactions;
- (ii) 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;
- (iii) TSE finds that the Customer's credit standing has significantly deteriorated for any reason other than those set out in the preceding two items;
- (iv) 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 Content Usage Contract;
- (v) The Customer's Access Key ID is used, or reasonably suspected to be used, by a third party;
- (vi) 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;
- (xii) The Customer has violated, or is reasonably determined to have violated, the provisions of Article 10 or of these Terms and Conditions; or
- (viii) TSE 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 VII Termination

Article 13 Expiration of the Terms and Conditions

The expiration date of the Terms and Conditions shall be the date on which the customer wishes to cancel as specified in Article 16.

Article 14 Automatic Termination of the Service

1. The Service is automatically terminated where TSE falls under any item in Article 11 Clause 1 (excluding Item 4), even if TSE has stopped or restricted the provision of the Service in whole or in part for an adequate determined period, if TSE determines that the situation will not be resolved, or that it is unlikely the situation will improve, or that the contract for provision of the Information has been terminated based on the Content Usage Contract.

2. If the Service is terminated pursuant to the preceding clause, TSE shall notify the Customer of that in advance (or ex post facto in cases of unavoidable circumstances) in accordance with the method specified by TSE.

Article 15 Cancellation of the Terms and Conditions by TSE

1. TSE may immediately cancel the Terms and Conditions without giving any demand where the Customer falls under any item in Article 12, even if TSE has suspended the provision of the Service in whole or in part for an adequate determined period, if TSE determines that the situation will not be resolved, or that it is unlikely the situation will improve despite the suspension.
2. TSE may immediately cancel the Terms and Conditions without suspending the provision of the Service or giving any demand pursuant to Article 12 if the Customer falls under any item in Article 12 and TSE deems that fact as affecting TSE's business operations.
3. TSE shall immediately cease the provision of the Information to the Customer if the Terms and Conditions are cancelled pursuant to the preceding two clauses.
4. Any cancellation under this article shall not preclude TSE from claiming damages against the Customer.

Article 16 Cancellation of the Terms and Conditions upon Notice by Customer

The Customer may cancel the service on a chosen date by giving notice to TSE from the contract system designated by TSE at least 90 days prior to the relevant date.

Chapter VIII Disclaimer

Article 17 Disclaimer

1. TSE and its persons concerned (TSE officers and employees, and agents and or any person appointed by TSE (including their officers and employees). Hereafter in this article, TSE and its persons concerned are collectively referred to as "TSE") 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, TSE shall not guarantee that the Information is correct, complete, effective, current or timely. TSE shall hold 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 TSE. TSE shall bear no responsibility for any damage incurred by the Customer, or any third party including an 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 TSE), arising from the use of the Access Key IDs, etc. by a third party.

3. TSE shall bear no responsibility for any damage or for any cost or damage incurred by the Customer, or any third party including an Affiliated Company, arising from using or not being able to use the specifications provided directly or indirectly.
4. TSE shall operate and manage TSE's Delivery Platform only up to the access point between TSE and the opposing party of the Internet and any other communication lines. TSE 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 an Affiliated Company, due to a failure of any devices, equipment, or software outside TSE's operation and management.
5. TSE shall bear no responsibility for any damage, other than those set out in the preceding four clauses, incurred by the Customer, or any third party including an Affiliated Company, arising in relation to the use of the Service or the Information unless the damage is caused by TSE's willful misconduct or gross negligence.
6. If the Customer, or any third party including an Affiliated Company incurs any damage due to stop or restriction of all or part of the Service under Article 11, Clause 1 or suspension of all or part of the Service under Article 12, TSE shall accept no liability to the Customer, the affiliated company, or any other third party for the damage unless the damage is caused by TSE's willful misconduct or gross negligence.
7. If TSE is held liable for any damage under Clause 5 or the preceding clause due to TSE's gross negligence, the maximum limit for any damages that TSE may owe to the Customer in accordance with these Terms and Conditions is, for each event attributable to the damages, the amount equivalent to the total fees for the Service paid by the Customer based on the Content Usage Agreement for the last one (1) year prior to the date on which the relevant event occurred.
8. The Customer shall resolve, at its own responsibility and cost, any damage incurred by any third party including an Affiliated Company due to using Information by the Customer, and shall cause no damage to TSE.

Article 18 Disclaimer of Consequential Damage

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

Chapter IX Miscellaneous

Article 19 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 TSE that the Customer obtains in the course of performing these Terms and Conditions without the prior written consent of TSE, 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.
3. The obligations of the Customer set out in this article continue to be valid even after the termination of the Terms and Conditions.

Article 20 Reports and Notifications

1. The Customer shall promptly notify TSE in writing or by electronic means if there is a change in its trade name, address, office location or other details.
2. TSE 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 21 Notices to the Customer

1. Any notice or other communication made by TSE 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 TSE of.
2. If TSE 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 22 Ownership of Rights

All rights with respect to know-how, systems and the like related to the Service provided by TSE to the Customer belong to TSE, and the Customer must not infringe upon these rights. Furthermore, TSE may capture an access log of TSE’s Delivery Platform and shall be free to use it for service operations and improvement or any other purposes.

Article 23 Prohibition of Assignment

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

Article 24 Governing Law

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

Article 25 Jurisdiction

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

Article 26 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, TSE and the Customer shall consult in good faith and amicably resolve that matter or question.

Article 27 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 April 3, 2020)

Appendix: Special Agreement Concerning Elimination of Anti-Social Forces

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, TSE 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. The Customer hereby declares that it will block any transactions with Anti-Social Forces.
3. TSE 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. The 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) The Customer, its shareholders (limited to those that have de facto participation in the management of the Customer), its officers, or its employees

- (2) A person or entity that is an agent or intermediary of the Customer with regard to transactions with TSE.
2. The Customer must cooperate with TSE, 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 TSE.
 - (1) A party to a contract related to (i) an agreement where the Customer re-entrusts all or part of the business, etc. that TSE has entrusted to the 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

TSE may, if the Customer falls under any of the following items, immediately terminate all or part of the Terms and Conditions without advance notice to the Customer:

- (1) Where the 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 the 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 TSE;
 - (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 the Customer does not cooperate on the survey or report prescribed in Clause 2 of the preceding article nor submit materials, etc. requested by TSE without reasonable grounds; or
 - (5) Where the 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, TSE 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, TSE may terminate all or part of the Terms and Conditions.

Article 5. Liability for Damage

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

End of Special Provisions