

Terms and Conditions for Information Provision and Licensing
(for cases where API Fee Schedule is applied)

Tokyo Stock Exchange, Inc. (hereinafter referred to as "TSE") grants the Licensee a license to use information which the Licensee obtains directly through the API environment developed and maintained by JPX Market Innovation & Research, Inc. (hereinafter referred to as "JPXI") for market information provision or indirectly through the market information system of TSE or any information obtained by editing or processing such information according to these Terms and Conditions for Information Provision and Licensing (hereinafter referred to as these "Terms").

Article 1. Purpose

1. TSE has been engaged in the development of its market information system (hereinafter referred to as "TSE MAINS") and the maintenance and operation thereof for many years. In TSE MAINS, TSE generates, using proprietary methods, market information on the exchange securities market established by TSE and other various types of information which are real-time, useful, and non-public, owns databases consisting of such various types of information, and provides indirectly through TSE MAINS such various types of information or information obtained by editing or processing such various types of information (hereinafter collectively referred to as the "Information") as well as grants licenses to use the Information to licensees in Japan and all over the world, and thereby enjoys a reputation of trust and integrity worldwide.
2. The Licensee and/or Applicant acknowledges that with regard to the Information, TSE or a third party has the copyright, rights under the Unfair Competition Prevention Act and other law similar thereto or rights under tort law, whereby TSE or the third party is entitled to exercise these rights against the Licensee and/or Applicant and to grant a license to use the Information. Based on the acknowledgment, Licensee and/or Applicant desires to obtain the Information directly through the API environment prepared by JPXI for market information provision or indirectly through TSE MAINS and use the same on a non-exclusive basis in accordance with the terms and conditions prescribed in these Terms, the Agreement, and the "Policies Regarding Usage of Market Information" (including any revised versions; hereinafter referred to as the "Policy"), which is separately developed and published by TSE, and TSE is prepared to meet the Licensee's and/or Applicant's requests in accordance with the terms and conditions prescribed in these Terms, the agreement and the Policy.

Article 2. Definitions

In these Terms, the following words shall have the following meanings as defined in each item:

- (1) Agreement: An agreement based on these Terms executed by the Licensee with TSE with regard to the Licensee's use of Information which is obtained directly from the API environment for market Information provision or indirectly obtained through TSE MAINS

- of TSE according to the usage manner prescribed in the Policy;
- (2) Licensee: A person who executes the Agreement with TSE;
 - (3) Applicant: A person who intends to use Information which is obtained directly through the API environment for market information provision or indirectly obtained through TSE MAINS according to the usage manner prescribed in the Policy; and
 - (4) API environment for market information provision: The environment prepared by JPXI in order to provide the Licensee with the Information, including computers, a public cloud environment provided by a third party, and any other environments.

Article 3. Application of these Terms

These Terms shall apply to both the relationship between TSE, JPXI and the Applicant and that between TSE, JPXI and the Licensee with respect to the provision and licensing of the Information.

Article 4. Representation and Warranty

TSE represents and warrants that it owns the databases consisting of the various types of information as set forth in Article 1, Paragraph 1 in TSE MAINS and, to the best of TSE's knowledge, there has been no claim of infringement of rights made by any third party in connection with the use of such various types of information.

Article 5. Provision of Information

TSE shall provide, directly through the API environment for market information provision or indirectly through TSE MAINS, the Licensee with the Information in the application by the Licensee in accordance with the provisions of the Policy.

Article 6. Procedures, etc. for Direct Information Provision

1. If the Licensee obtains the Information directly through the API environment for market information provision, TSE shall grant the Licensee a user ID, etc. as required to access the API environment for market information provision.
2. TSE shall, after granting the user ID, etc. specified in the preceding paragraph, provide the Information to the Licensee, who accesses the API environment for market information provision using the user ID, etc., from a date agreed on by TSE and the Licensee.
3. Any and all communication fees and expenses required for and related to the access set forth in Paragraph 1 shall be borne by the Licensee.
4. In the case of loss or theft, etc. of the user ID, etc. specified in Paragraph 1, the Licensee shall immediately notify TSE to such effect.

Article 7. Connection Specifications Documents

1. The contents of the Information, details of communication method, etc. for the case of Paragraph 1 of the preceding article shall be subject to the connection specifications

documents separately established by JPXI (hereinafter referred to as the "Connection Specifications Documents").

2. Intellectual rights and any other rights to the Connection Specifications Documents shall belong to JPXI and other rights holders. The Connection Specifications Documents may not, in whole or in part, be replicated, altered, or provided to a third party without prior consent from JPXI.
3. JPXI may amend all or part of the Connection Specifications Documents set forth in Paragraph 1 by giving prior written notice to the Licensee through TSE.
4. Any and all expenses incurred by the licensee in amending the Connection Specifications Documents set forth in the preceding paragraph shall be borne by the Licensee.
5. The Connection Specifications Documents may not be used for any purpose other than system development required to access to the API environment for market information provision.

Article 8. Procedures, etc. for Indirect Information Provision

1. If the Licensee obtains the Information indirectly through TSE MAINS , the Licensee shall, in accordance with the provisions of the Policy, receive the Information from a person who has obtained permission for providing the Information to a third party upon entering into the Information Provision and License Agreement with TSE (hereinafter referred to as the "Indirect Information Provider").
2. In the case of the preceding paragraph, the Licensee shall, in accordance with the provisions of the Policy, register the name, etc. of the Indirect Information Provider which will provide the Information to the Licensee.
3. TSE shall, after the registration set forth in the preceding paragraph, provide the Licensee with the Information through the Indirect Information Provider from the date agreed on by TSE and the Licensee.
4. Any and all expenses incurred by the Licensee to receive the Information from the Indirect Information Provider shall be borne by the Licensee.
5. The Licensee shall agree in advance that all or part of the Information provided to the Licensee through the Indirect Information Provider may be changed or said provision may be suspended in any of the following cases:
 - (1) When TSE changes or suspends the provision of all or part of the Information provided to the Indirect Information Provider in accordance with the Information Provision and License Agreement entered into between TSE and the Indirect Information Provider;
 - (2) When TSE requests the Indirect Information Provider to change or suspend the provision of all or part of the Information provided to the Licensee in accordance with the Information Provision and License Agreement entered into between TSE and the Indirect Information Provider; or
 - (3) When the Information Provision and License Agreement entered into between TSE and the

Indirect Information Provider is terminated.

Article 9. Execution of Agreement

1. The Applicant shall make an application in accordance with the provisions of the Policy.
2. The Agreement shall come into effect when TSE notifies the Applicant of the acceptance of said application in accordance with the provisions of the Policy.

Article 10. Grant of License

1. TSE hereby grants to the licensee a non-exclusive license to use the Information in the application by the Licensee pursuant to Article 5 in accordance with the usage manner as set forth in the Policy.
2. The Licensee shall register its usage manner of the Information in accordance with the provisions of the Policy.
3. The Licensee shall not use, provide to any third party, or have any third party use, the Information in any usage manner other than that registered by the Licensee pursuant to the preceding paragraph without prior consent from TSE as set forth in the Policy.
4. If it is not clear whether or not a usage manner of the Information by the Licensee is considered to be the manner previously registered by the Licensee pursuant to Paragraph 2, the Licensee shall inquire in writing or electromagnetic means to TSE in advance. TSE shall reply to the inquiry of the Licensee as soon as practicable.
5. TSE shall be able to determine whether or not the usage manner of Information by the Licensee is considered as the manner previously registered by the Licensee pursuant to Paragraph 2.
6. When using the Information, the Licensee shall comply with the provisions of the Policy in addition to the preceding paragraphs of this article.

Article 11. Information Provision to Person making External Distribution

In the event that the Licensee provides, in violation of the provisions of the Policy, the Information to a person who makes the Information available to a third party, the Licensee and the person shall be jointly and severally responsible for all obligations to TSE including the payment of the amount equivalent to fees for making the Information available to the third party.

Article 12. Suspension, etc. of Information Provision

1. If TSE deems that the Licensee's use of the Information hinders or is likely to hinder, directly or indirectly, the fair pricing or smooth circulation of securities and derivatives listed in the securities exchange, or if TSE deems based on reasonable grounds that the Licensee is in breach of these Terms or the Policy, TSE may change or suspend the provision of all or part of the contents of the Information provided to the Licensee.
2. If TSE deems that the Information provided by the Licensee to a third party hinders or is

likely to hinder, directly or indirectly, the fair pricing or smooth circulation of securities and derivatives listed in the securities exchange, or if TSE deems based on reasonable grounds that the usage manner, etc. of the Information by a third party breaches these Terms or the Policy, TSE may request the Licensee to change or suspend the provision of all or part of the contents of the Information provided to the third party.

3. If TSE deems that the Information provided by the Indirect Information Provider to the Licensee hinders or is likely to hinder, directly or indirectly, the fair pricing or smooth circulation of securities and derivatives listed in the securities exchange, or if TSE deems based on reasonable grounds that the usage manner, etc. of the Information by the Licensee breaches these Terms or the Policy, TSE may request the Indirect Information Provider to change or suspend the provision of all or part of the contents of the Information provided to the Licensee.
4. TSE may suspend or restrict the provision of the Information through the API environment for market information provision, in whole or in part, in any of the following cases.
 - (1) When any natural disaster, incident, or other emergency occurs or is likely to occur;
 - (2) When any incident occurs to system related to the Information operated by TSE or JPXI and the API environment for market information provision;
 - (3) When it becomes difficult for TSE or JPXI to provide the Information to the Licensee because TSE is unable to use the public cloud environment;
 - (4) When unavoidable circumstances arise due to the need for maintenance or repairs in the API environment for market information provision;
 - (5) When it becomes difficult for TSE to provide the Information because telecommunications providers suspend the provision of telecommunications services; or
 - (6) When TSE separately decides that the provision through TSE MAINS of TSE or the API environment for market information provision shall be suspended or restricted.

Article 13. Indemnity

1. TSE, JPXI, their officers and employees, agents or any person appointed by TSE shall not be liable for any damage caused to the Licensee or a third party to whom the Licensee has provided the Information due to use of the Information by the Licensee or the third party, error, delay, omission, or interruption of the Information or system failure and so forth unless such damage is due to an act of intent or gross negligence by TSE and JPXI.
2. TSE and its officers and employees, agents, or any person appointed by TSE shall not be responsible to compensate or indemnify the Licensee or a third party to whom the Licensee provides the Information for costs, damages, etc. incurred by the Licensee or the third party in connection with any change or suspend the provision of all or part of the Information provided by the Indirect Information Provider to the Licensee pursuant to Article 8, Paragraph 5, any change or suspend the provision of the contents of the Information from TSE to the Licensee pursuant to Paragraph 1 of the preceding article, any request made by

TSE to the Licensee to change or suspend the provision of the contents of the Information provided to a third party pursuant to Paragraph 2 of the same article, any request by TSE to the Indirect Information Provider to change or suspend the provision of the contents of the Information provided to the Licensee pursuant to Paragraph 3 of the same article, or the inspection provided for in Article 17.

3. The Licensee shall be responsible for the use and management of the user ID, etc., granted by TSE. TSE and its officers and employees, agents, or any person appointed by TSE shall not be liable for any damages incurred by the Licensee or any third party arising from the use of the user ID, etc. by a third party.
4. TSE, JPXI, their officers and employees, agents, or any person appointed by TSE shall not be responsible for compensating or indemnifying the licensee or any third party for any damages arising from any error in the Connection Specifications Documents or for any costs or damages, etc. incurred by the Licensee or any third party, arising from using or not being able to use the Connection Specifications Documents provided directly or indirectly.
5. In the case where the Licensee directly obtains Information through the API environment for market information provision, JPXI shall operate and manage the service environment only up to the point of access to the Internet or any other communication lines between JPXI and the counterpart. TSE, JPXI, their officers and employees, agents, or any person appointed by TSE shall not be responsible for compensating or indemnifying the Licensee for any costs or damages incurred by the Licensee, or any third party, due to a failure of any devices, equipment, or software outside TSE's scope of operation and management.
6. In no event shall any liability of TSE arising from gross negligence of TSE exceed the amount the Licensee actually paid to TSE under the Agreement in the last one (1) year prior to the date on which the event giving rise to the claim first occurred.
7. The Licensee shall resolve, at its own responsibility and cost, any damage incurred by its affiliated company and/or any third party due to use of the Information by the Licensee, and shall cause no damage to TSE and JPXI.

Article 14. Securing of Agreement on Indemnity

The Licensee shall, in accordance with the provisions of the Policy, obtain prior written consent from any third party to whom the Licensee provides the Information to the effect that the third party will not make any claim against TSE for compensation or damages in connection with the costs, damages, etc. incurred by the third party with respect to the compensation or damages, etc. described in the preceding article.

Article 15. Reports, etc.

1. The Licensee shall report the following matters to TSE in accordance with the provisions of the Policy:
 - (1) The quantity of Information the Licensee obtains from the Indirect Information Provider,

for which TSE charges a fee based on the rate table as set forth in the Policy (hereinafter referred to as the "Rate Table"); or

- (2) Any other matters which TSE deems necessary for understanding the situation of compliance by the Licensee with the Agreement and the Policy.
2. The Licensee shall, if TSE deems it necessary, attach an audit certificate issued by a certified public accountant or any other qualified person to the report set forth in the preceding paragraph.
3. All costs and expenses incurred by the Licensee relating to reports, etc. as required by this article shall be borne by the Licensee.

Article 16. Books and Records

The Licensee shall prepare and keep accurate and detailed books of accounts and records relating to the use and provision of the Information by the Licensee, the calculation and payment by the Licensee of fees for the Information, and matters related to the inspection set forth in the following article and described in the Policy and shall retain these books and records for three (3) years from the date of preparation.

Article 17. Audit

1. During the period set forth in the preceding article, TSE may, with prior written notice to the Licensee and in accordance with the provisions of the Policy, have its officers, employees, agents, or any person appointed by TSE enter the business premises or other facilities of the Licensee, audit, inspect, and copy the books of accounts and records set forth in the preceding article during regular business hours, in order to verify the use and provision of the Information and compliance with the Agreement. The Licensee shall cooperate in good faith with TSE for any such inspection.
2. The Licensee shall, in accordance with the provisions of the Policy, have a third party to whom the Licensee has provided the Information cooperate with TSE in the inspection on the condition, situation, etc. of the use and provision of the Information by the third party, and obtain prior written consent from the third party to cooperate in such inspection.

Article 18. Fees

1. As consideration for the provision of Information and the license to use the Information to the Licensee by TSE, the Licensee shall pay to TSE the amount of fees which is specified in the Rate Table, including the amount of consumption tax imposed thereon (hereinafter referred to as the "Fees").
2. The Fees shall be applicable from the date the Information provision is started in accordance with Article 6, Paragraph 2 and Article 8, Paragraph 3.
3. The Licensee shall pay the Fees in accordance with the method specified by TSE by the date specified on TSE's invoice.

4. In the event the Licensee is late in its payment of the Fees (including late payment resulting from the fact that TSE is unable to issue an invoice to the Licensee properly because of the Licensee's breach of the Agreement or these Terms), the Licensee shall pay to TSE interest at an annual rate of fourteen and six-tenths percent (14.6%) on any overdue payment until the balance is paid.
5. The Fees which the Licensee has already paid to TSE and for which six (6) months have elapsed from the day following the due date for payment shall not be refunded for any reason whatsoever.

Article 19 Consignment of Settlement

- 1 If TSE deems it necessary at the time of application by the applicant under Article 9, Paragraph 1, TSE shall consign part of the settlement and other business related to the payment set forth in the preceding article to Stripe Japan (hereinafter referred to as the "Payment Service Provider").
- 2 The settlement set forth in the preceding paragraph shall be executed through Stripe (hereinafter referred to as the "Settlement System") provided by the Payment Service Provider. With the use of the Settlement System, the Payment Service Provider may acquire or receive from TSE the registered matters and payment information of the Licensee (credit card number, debit card number, bank account information, transaction history, etc.). The Payment Service Provider shall handle the information in accordance with its privacy policy (provided at <https://stripe.com/jp/privacy#pagmt>; including any amendments that may be made by the Payment Service Provider). In addition, in the course of operating the Settlement System, the Payment Service Provider may provide the information to related companies located overseas. The Licensee agrees to the above handling when using the Services.
- 3 TSE shall not be liable for any damages incurred by the Licensee with respect to the use of the Settlement System provided by Payment Service Provider due to the discontinuation or abolishment of the Settlement System, a temporary suspension of settlement procedures, or any other reason.

Article 20. Amendment to Terms

TSE may amend these Terms with three (3) months prior notice to the Licensee, if TSE deems it necessary provided that the amendment is not contrary to the purpose of the Agreement and is rational in light of the matters including necessity for the amendment and reasonableness of the amended contents. In this case, the Licensee shall be subject to the amended Terms.

Article 21. Revision of Fees

TSE may revise the Fees upon three (3) months prior written notice to Licensee, if TSE deems it necessary provided that the revision is not contrary to the purpose of the Agreement and is rational

in light of the matters including necessity for the revision and reasonableness of the revised contents.

Article 22. Amendment of the Policy

TSE may amend the Policy, if TSE deems it necessary. TSE will use reasonable efforts to provide adequate notice of changes to the Policy.

Article 23. Terms of the Agreement

The term of the Agreement shall commence on the date when the Agreement becomes effective and end on March 31 of the year following the effective date. Provided, however, that the Agreement shall be extended for an additional term of one (1) year unless either party gives the other notice of non-renewal at least one (1) month prior to the expiration of the term of the Agreement, and the same shall apply thereafter.

Article 24. Deposit

1. When deemed necessary, for the purpose of securing the Fees payable by the Licensee and any other Licensee's obligations arising under the Agreement to be performed at present or in the future, the Licensee shall, prior to the commencement of the Agreement, deposit with TSE such an amount as determined by TSE as a deposit.
2. The deposit set forth in the preceding paragraph shall not bear any interest.
3. During the term of the Agreement, the Licensee may not demand a refund of all or part of the deposit.
4. The Licensee may not offset any obligations owed to TSE with the deposit, nor assign or pledge its right to demand a refund of the deposit to any third party.
5. Upon expiration or termination of the Agreement, TSE may, without giving prior notice to the Licensee, withhold from the deposit set forth in Paragraph 1 any obligation of the Licensee to TSE which remains unfulfilled at the time of the expiration or termination of the Agreement, regardless of whether it is due or not, and any and all damages resulting from any cause attributable to the Licensee and shall return the balance, if any, of the deposit to the Licensee in a manner to be determined by TSE.

Article 25. Prohibited Matters

1. The Licensee and the Applicant must not conduct any of the following matters.
 - (1) Any act that interferes with the operation of the API environment for market information provision;
 - (2) Any act that causes or could cause damage to the system or network of any third party who has access to the API environment for market information provision;
 - (3) Any act to cause a third party to use the user ID, etc. prescribed in Article 6, Paragraph 1, or transfer, grant, or pledge them to a third party;
 - (4) Unauthorized access to the API environment for market information provision by falsifying its own identity or pretending to be others;

- (5) Unauthorized use of a third party's user ID, etc. or use of a false user ID, etc.;
- (6) Transmission of computer viruses;
- (7) Hacking activities;
- (8) Any act that violates or is likely to violate any laws or regulations;
- (9) Any act in violation of the public order and morals;
- (10) Any act that inconveniences or causes damage to another Licensee;
- (11) Any criminal act or any act that is likely to be a criminal act; or
- (12) Any other act that disrupts or might disrupt the operation of the API environment for market information provision, or act that TSE deems inappropriate.

2 If the Licensee has violated any matter specified in these Terms including the preceding paragraph and caused damages to TSE and/or a third party, the Licensee shall compensate TSE and/or the third party for all such damages.

Article 26. Termination, etc. of the Agreement

1. TSE or the Licensee may, without advance notice to the other, immediately terminate the Agreement by providing written notice to the other if any of the following events occurs to the other party:
 - (1) When the other party is in breach of any of the provisions of these Terms and the breach is not rectified within thirty (30) days after written notice of the breach;
 - (2) When suspension of payment is made, or a petition for provisional attachment, attachment or sale by official auction is filed with regard to the other party, or a petition for commencement of proceedings in bankruptcy, civil rehabilitation, corporate reorganization, or special liquidation is filed by or against the other party;
 - (3) When transactions of the other party are suspended at a clearinghouse; or
 - (4) When the credit standing of the other party has deteriorated significantly.
2. In addition to the preceding paragraph, TSE or the Licensee may terminate the Agreement by giving prior written notice of not less than one (1) month to the other party.
3. Notwithstanding the preceding paragraph, in the event the Licensee disagrees with the revision or amendment set forth in Articles 20 through 22, the Licensee may terminate the Agreement by giving notice of the disagreement and the termination date to TSE within one (1) month after receiving the notice of the revision or amendment by TSE. In this case, such termination date shall be set more than more (1) month after the notice of the disagreement by the Licensee.
4. In the case of preceding two (2) paragraphs, the Licensee shall immediately pay the full amount of its obligations to TSE hereunder.

Article 27. Confidentiality

1. Neither party may disclose to a third party (excluding TSE's officers and employees, agents, and any person appointed by TSE prescribed in Article 17, Paragraph 1) any materials,

technical information, and any other information (hereinafter collectively referred to as the "Data") of the other party which may be received or known by either party in relation to these Terms and the Agreement without obtaining prior written consent from the other party.

2. The obligations pursuant to the preceding paragraph shall not apply if the Data falls under any of the following:
 - (1) Any Data which was already in the possession of the party who received or gained knowledge of the Data (the "Receiving Party") at the time of receiving or gaining knowledge of the Data;
 - (2) Any Data which was already public knowledge or generally available to the public at the time of receiving or gaining knowledge of the Data;
 - (3) Any Data which was obtained by the Receiving Party without confidentiality obligation from a third party who was duly authorized to disclose the Data after the Receiving Party had received or gained knowledge of the Data;
 - (4) Any Data which became public knowledge or generally available to the public through no fault of the Receiving Party after the Receiving Party had received or gained knowledge of the Data;
 - (5) Any Data which is required to be disclosed by law; or
 - (6) Any Data which is necessary to be disclosed to the Indirect Information Provider who provides the Information to the Licensee to verify the Licensee's application.
3. The provisions of this Article shall survive for three (3) years after the expiration or termination of the Agreement.

Article 28. Prohibition of Assignment

The Licensee may not assign or transfer these Terms and the Agreement or the whole or part of its rights or obligations hereunder to any third party without obtaining the prior written consent of TSE.

Article 29. Severability

Even if any provision and condition of these Terms and the Agreement is held to be invalid or unenforceable by a court having jurisdiction, all the other provisions of these Terms, the Agreement, and the Policy shall remain in full force.

Article 30. Notice

1. Any and all TSE's notices to the Licensee required under these Terms and the Agreement or for the performance thereof shall be deemed to have been appropriately given if and at the time such notices are sent by an electromagnetic method to the Licensee's contact which is registered as set forth in the Policy.
2. Any and all Licensee's notices to TSE required under these Terms and the Agreement or for the performance thereof shall be given as set forth in the Policy.

Article 31. Principle of Reasonableness

TSE shall exercise its powers of discretion under these Terms and the Agreement in a reasonable manner.

Article 32. Consultation

Any matters not provided for in these Terms and the Agreement or any doubts concerning the interpretation of any of their provisions shall be discussed and resolved by the parties hereto in good faith.

Article 33. Jurisdiction

It is agreed by the parties hereto that all legal disputes arising out of or in connection with these Terms and the Agreement shall be subject to the exclusive jurisdiction of a court having jurisdiction over the location of the principal office or head office of TSE as the court of the first instance.

Article 34. Governing Law

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

Article 35. Survival Clause

The provisions of Article 13, 16, 17, 18, 33, and 34 shall survive even after the expiration or termination of the Agreement.

Article 36. Elimination of Anti-Social Forces

The Licensee (excluding legal entities established in accordance with foreign laws and regulations and other foreign bodies) shall observe the content described in "Appendix: Special Agreement Concerning Elimination of Anti-Social Forces".

(Effective as of April 1st, 2022)

Appendix: Special Agreement Concerning Elimination of Anti-Social Forces

The Licensee shall observe the content described in the 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, 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 Licensee hereby declares that it will block any transactions with Anti-Social Forces.
3. TSE and the Licensee shall recognize the purpose and intent of the declaration in the preceding two (2) 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 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) 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 criticism by society with any person/entity enumerated in any of the above six items.

Article 3. Pledge

1. The Licensee shall, when the Agreement becomes effective, pledge that any person or entity enumerated in the following items does not fall under Anti-Social Forces.
 - (1) The Licensee, its shareholders (limited to those that have de facto participation in the management of the Licensee), its officers, or its employees; or

- (2) A person or entity that is an agent or intermediary of the Licensee with regard to transactions with TSE.
2. The Licensee must cooperate with TSE, as needed, in relation to investigations into whether or not a person or entity referenced in the items of the preceding paragraph 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 Licensee re-entrusts all or part of the business, etc. that TSE has entrusted to the Licensee under the Agreement and (ii) any other contract related to the Agreement (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. Special Provisions for the Termination of the Agreement

1. TSE may, if the Licensee falls under any of the following items, immediately terminate all or part of the Agreement or request the Indirect Information Provider, who provides the Information to the Licensee, to suspend provision of the Information without advance notice to the Licensee:
 - (1) Where the Licensee 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 Licensee has committed by itself or by means of a third party, an act which undermines, or is likely to undermine, the reputation of or trust in TSE;
 - (3) Where the person or entity referenced in each item of Paragraph 1 of the preceding article is found to fall under Anti-Social Forces;
 - (4) Where the Licensee does not cooperate, without reasonable grounds, in the investigation or report prescribed in Paragraph 2 of the preceding article nor submit materials, etc. requested by TSE; or
 - (5) Where the Licensee 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 the case where a person or entity referenced in each item of Paragraph 2 of the preceding article is found to fall under Anti-Social Forces, TSE may request the Licensee to take necessary measures such as termination of the Related Contract. In spite of requesting such necessary measures, if the Licensee rejects such request without reasonable grounds, TSE may terminate all or part of the Agreement.

Article 5. Liability for Damages

In the case where TSE has terminated all or part of the Agreement or requested the Indirect Information Provider which provides Information to the Licensee to suspend provision of the Information to the Licensee pursuant to the preceding article, or in the case where TSE has terminated the Agreement due to fraud, error, etc. based on the fact that the Licensee or any of its shareholders, directors, officers, or employees falls under the Anti-Social Forces, TSE shall not be liable for any damage incurred by anyone from the termination or such request, if any.