

Revisions to Rules and Regulations: Tracked Changes

Revisions to Business Regulations and Other Rules Pertaining to Revisions to Methods of Information Provision Between Trading Participants and Customers in Connection with the Amendments to the Financial Instruments and Exchange Act

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Business Regulations

(as of ~~March 29~~April 1, 2024~~5~~)

Rule 55. ~~Delivery of Reports~~Provision of Information Concerning Transactions

1. A Trading Participant shall ~~send~~provide every month to customers who have open positions established as a result of trading of market derivatives (including transactions for error correction, etc. prescribed in Rule 34) ~~a report~~ stating information pertaining to the matters referred to in the following items:

(1) Matters specified in the relevant category in accordance with the types of market derivatives in the following (a) through (e)

a. Government bond futures

(a) Issue

(b) Contract month

a-2. Interest rate futures

(a) Underlying financial indicator

(b) Contract month

b. Index futures

(a) Underlying index

(b) For Nikkei 225 index futures, whether it is a large contract, mini contract or micro contract

(c) For TOPIX index futures, whether it is a large contract or mini contract

(d) Contract month

(e) Types of calculation method of final settlement price (limited to flexible contracts)

c. Commodity futures

(a) Underlying commodity

(b) For commodity futures pertaining to gold and platinum, whether they are physically delivered futures, cash-settled monthly futures or cash-settled rolling spot futures

(c) Contract month (for cash-settled rolling spot futures, to that effect)

d. Securities options

(a) Underlying security

(b) Quantity of the underlying security for one trading unit of the securities option

(c) Whether it is a securities put option or securities call option

(d) Contract month (e) Exercise price

(f) Type of transaction that results from exercising the option (limited to flexible contracts)

d-2. Government bond futures options

(a) Underlying standardized government bond of the government bond future for which a transaction is carried out as a result of exercising the option

(b) Whether it is a government bond futures put option or government bond futures call option

(c) Contract month

(d) Exercise price

e. Index options

(a) Underlying index

(b) Whether it is an index put option or index call option

(c) For Nikkei 225 index options, whether it is a Nikkei 225 option or Nikkei 225 mini option

(d) Contract month

(e) Exercise price

(f) Types of calculation method of option settlement price (limited to flexible contracts)

e-2. Commodity futures options

(a) Underlying commodity

(b) Whether it is a commodity futures put option or commodity futures call option

(c) Contract month

(d) Exercise price

(2) Sale or purchase

(3) Size of transaction (face value, if physically delivered government bond futures)

(4) Contract price

(5) Trade execution date

(6) Matters specified in the relevant category in accordance with the types of market derivatives in the following (a)

through (d)

a. Government bond futures, interest rate futures, index futures and commodity futures

Last trading day of the relevant contract

b. Securities options

Last trading day and exercise date of the relevant contract

c. Government bond futures options

Last trading day and expiration date of the exercise period of the relevant contract

d. Index options and commodity futures options

Last trading day and exercise date of the relevant contract

2. In cases where a customer is a financial instruments business operator that is a member of the Japan Securities Dealers Association (or a customer is a financial instruments business operator, authorized firm for on-exchange transactions or registered financial institution for interest rate futures) or in cases where [delivery of the report provision of information pertaining to matters required to be included in documents](#) on the outstanding balance of transactions is not required pursuant to the provisions of Article 45 of the Act or Article 111, Item 1 of the Cabinet Office Ordinance on Financial Instruments Business, etc. (Cabinet Office Ordinance No. 52 of 2007), the [delivery of the reports provision of information](#) prescribed in the preceding paragraph shall not be required.

3. ~~In cases where a Trading Participant has presented to a customer a type and details through electromagnetic means (meaning means using electronic information processing facilities or any other communications technologies that are similar to the means stipulated in Article 56 (excluding Paragraph 1, Item 1 (d), Paragraph 2, Item 3 (b) and Item 4, and the term "the transactions listed ... were carried out last" in Item 3 of the same paragraph shall be read as "were recorded") of the Cabinet Office Ordinance on Financial Instruments Business, etc.; the same shall apply hereinafter in this paragraph and the following paragraph) that the customer uses and obtained the customer's approval in writing or through electromagnetic means, the Trading Participant may, instead of sending a report pursuant to the provisions of Paragraph 1, provide the matters to be stated in said report through electromagnetic means. In such cases, it shall be deemed that Trading Participant has sent the report. Provision of information as prescribed in Paragraph 1 shall be made through either of the following means (if a customer requests that information be provided through the means referred to in Item 1, said means):~~
- ~~(1) Sending of physical documents that include the matters referred to in each item of Paragraph 1; or~~
 - ~~(2) Provision of information on the matters referred to in each item of Paragraph 1 through electromagnetic means (meaning means using electronic data processing systems or any other communications technologies that are similar to the means stipulated in Article 56 (excluding Paragraph 1, Item 1 (d), Paragraph 2, Item 3 (b) and Item 4; the phrase "the transaction referred to ... was finally conducted" in Paragraph 2, Item 3 shall be read as "the Information was recorded") of the Cabinet Office Order on Financial Instruments Business, etc.; the same shall apply in the following paragraph).~~
4. ~~A Trading Participant that has obtained approval pursuant to the provisions of the preceding paragraph may not provide the matters to be stated in the report through electromagnetic means if the customer notifies the Trading Participant in writing or through electromagnetic means that he/she will no longer accept the report through electromagnetic means; provided, however, that this shall not apply if the customer later gives another approval in accordance with the provisions of the preceding paragraph. intends to provide information pursuant to the provisions of Paragraph 1 through means referred to in Item 2 of the preceding paragraph shall satisfy either of the following requirements:~~
- ~~(1) It presents that fact and the type and details of the electromagnetic means to the customer in advance and has obtained prior consent from the customer regarding the customer's recipient of information pursuant to the provisions of Paragraph 1 through means referred to in Item 2 of the preceding paragraph, where consent is given through physical documents or means using an electronic data processing system or any other communications technologies that are similar to the means stipulated in Article 57-3 of the Cabinet Office Order on Financial Instruments Business, etc.; or~~
 - ~~(2) It notifies the customer in advance of that fact and the following matters:~~
 - ~~a. Type and details of electromagnetic means; and~~
 - ~~b. That said customer may request that the Trading Participant provide the information through means referred to in Item 1 of the preceding paragraph.~~
5. ~~In cases where the average value of unit prices of transactions effected for the same issue on the same day may be stated in the report on the outstanding balance of transactions used~~ pursuant to the provisions of Article 108, Paragraph 7 of the

Cabinet Office Order ~~on Finance of~~ Financial Instruments Business, etc. [instead of matters referred to in Paragraph 1, Item 2 \(g\) of the same article](#), said average value may be used for the contract price referred to in Paragraph 1, Item 4.

6. The trade execution date referred to in Paragraph 1, Item 5 may be the day on which the trading day on which the transaction is executed ends. In such cases, the Trading Participant shall give an explanation to that effect to its customer.

Supplementary Provisions

[These revisions shall take effect on April 1, 2025.](#)

Brokerage Agreement Standards

(As of ~~November 5~~April 1, 2024~~5~~)

Rule 5. Setting Up Futures/Options Trading Account

1. When a customer intends to set up a futures/options trading account upon entrustment of market derivatives trading, such customer shall make an application to a Trading Participant and obtain its approval.
2. When a customer has obtained the approval of a Trading Participant for the application referred to in the preceding paragraph, the customer shall ~~complete the prescribed matters in~~give consent to the details of the Agreement for Setting up Futures/Options Trading Account in the form specified by OSE ~~and put the customer's signature and/or seal thereon and submit it to the Trading Participant~~through either of the following means (if a customer requests to give said consent through the means referred to in Item 1, said means) designated by the Trading Participant. In such cases, when the customer uses the English version of the Agreement for Setting up Futures/Options Trading Account, the customer shall obtain consent from the Trading Participant.

(1) Submission of the Agreement for Setting up Futures/Options Trading Account by completing the prescribed matters with signature and/or seal thereon; or

(2) Notification through electromagnetic means (meaning means using an electronic data processing system or any other communications technologies that are similar to the means stipulated in Article 57-3 of the Cabinet Office Order on Financial Instruments Business, etc. (Cabinet Office Order No.52 of 2007); the same shall apply in Paragraph 4 and Article 26, Paragraph 3) of the consent to the details of the Agreement for Setting up Futures/Options Trading Account.

3. For the application of the provisions of the preceding two paragraphs to a case where market derivatives trading that the customer intends to entrust pertains to give-up, the term "Trading Participant" shall be read as "Order Execution Trading Participant and Clearing Execution Trading Participant"; provided, however, that if the customer intends to entrust market derivatives trading pertaining to the give-up pursuant to the provisions of Paragraph 3 of the following rule, the customer of the Order Execution Trading Participant shall set up a futures/options trading account with said Order Execution Trading Participant, and the customer of the Clearing Execution Trading Participant shall set up a futures/options trading account with said Clearing Execution Trading Participant.
4. A Trading Participant that intends to obtain consent~~Instead of submitting the Agreement~~ pursuant to the provisions of Paragraph 2 (including the case where the term "Trading Participant" is read as "Order Execution Trading Participant and Clearing Execution Trading Participant" in the preceding paragraph) through means referred to in Item 2 of the same paragraph shall satisfy either of the following requirements:

~~, in the case where such customer has been presented by a Trading Participant with the type and details of electromagnetic means (meaning means using an electronic information processing facility or any other information and communications technology that is similar to the means stipulated in Rule 57-3 of the Cabinet Office Ordinance on Financial Instruments Business, etc.; the same shall apply hereinafter in this paragraph and the following paragraph) to be employed and gives approval to the Trading Participant in writing or by electromagnetic means, a customer may notify the Trading Participant~~

of their approval for the contents to such Agreement by electromagnetic means. In this case, such customer shall be deemed to have submitted such Agreement to the Trading Participant

(1) It presents this fact and the type and details of the electromagnetic means to the customer in advance and has obtained prior consent from the customer regarding the customer's receipt of information pursuant to the provisions of Paragraph 2 through means referred to in Item 2 of the same paragraph, where consent is given through physical documents or electromagnetic means; or

(2) It notifies the customer in advance of this fact and the following matters:

a. Type and details of electromagnetic means; and

b. That said customer may request to give consent to the Trading Participant through means referred to in Item 1 of Paragraph 2.

5. ~~A Trading Participant that has obtained approval pursuant to the provisions of the preceding paragraph, when the customer notifies the Trading Participant in writing or by electromagnetic means that such customer will not submit the notification by electromagnetic means, such Trading Participant shall not accept the notification from such customer by electromagnetic means pursuant to the provisions of the preceding paragraph; provided, however, that this shall not apply in the case where such customer again gives such approval.~~

Rule 14-2-3. Money to be Paid/Received for Settlement

1. The amount of money (excluding the delivery payment computed pursuant to the provisions of Rule 14-7 in the case where a customer settles the positions by physical delivery) to be paid/received between a customer and a Trading Participant for settling positions on physically delivered futures shall be determined as follows: if the customer conducts the settlement by executing a resale or repurchase, the amount shall be the sum of the amount obtained by multiplying the difference between the contract price of said customer's unsettled contracts relevant to such resale or repurchase and the contract price of the resale or repurchase by JPY 1,000,000 (one million) (or JPY 100,000 (one hundred thousand) in case of physically delivered futures pertaining to standardized super long-term government bonds); or, if the customer settles the positions by physical delivery, the amount shall be the sum of the amount obtained by multiplying the difference between the contract price of said customer's unsettled contracts and the delivery price (meaning the price used as a basis for the computation of the delivery payment; the same shall apply in this section) by JPY 1,000,000 (one million) (or JPY 100,000 (one hundred thousand) in case of physically delivered futures pertaining to standardized super long-term government bonds). In cases where the provisions of Article 37-4 of the Act~~delivery of documents on the conclusion of contracts to customers shall not be~~are not required applied to the customer under Article 45 of the Act or where the average value of unit prices of transactions executed for the same issue on the same day (~~hereinafter referred to as "average price"~~) may be ~~stated in the report on the outstanding balance of transactions used~~ pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet ~~Office Ordinance of~~ Office Order on Financial Instruments Business, etc. ~~instead of matters referred to in Paragraph 1, Item 2 (g) of the same article, the said~~ average ~~price value~~ may be used for the contract price as specified by OSE.
2. The amount of money to be paid/received between a customer and a Trading Participant for settling positions on

cash-settled futures shall be the amount equivalent to the difference between A and B below, where the customer settles the cash-settled futures positions by resale or repurchase, or the difference between C and D below, where an unsettled contract based on entrustment from the customer is settled by final settlement:

A: The contract ~~figure~~price pertaining to unsettled contracts based on entrustment from the customer which correspond to said resale or repurchase

B: The contract ~~price~~figure pertaining to said resale or repurchase

C: The contract ~~price~~figure pertaining to unsettled contracts based on entrustment from the customer

D: The final settlement price

In cases where the ~~provisions of Article 37-4 of the Act~~delivery of documents on the conclusion of contracts to customers shall ~~are~~ not ~~be required~~applied to the customer under Article 45 of the Act or where ~~the average value of unit~~average prices ~~of transactions executed for the same issue on the same day~~ may be ~~stated in the report on the outstanding balance of transactions used~~ pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet Office Ordinance of Office Order on Financial Instruments Business, etc. ~~instead of matters referred to in Paragraph 1, Item 2 (g) of the same article~~, said average ~~prices~~value may be used for the contract price as specified by OSE.

3. In cases where a customer settles positions on government bond futures, in the event that a customer incurs a loss, the customer shall pay the Trading Participant the amount of money equivalent to the amount of said loss. In such cases, if the customer settles the positions through resale or repurchase, such payment shall be made by the date and time designated by the Trading Participant which is no later than the day after the trading day on which the resale or repurchase was effected ends; provided, however, that if the customer is a "non-resident" (meaning a non-resident prescribed in Article 6, Paragraph 1, Item 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949); the same shall apply hereinafter in this chapter), the payment shall be made by the date and time designated by the Trading Participant which is no later than the third (3rd) day (excluding non-business days; the same shall apply hereinafter in terms of calculating the date) counting from the day on which said trading day ends. If the customer intends to settle the positions by physical delivery for physically delivered futures, such payment shall be made by the date and time designated by the Trading Participant which is no later than the day after the last trading day (or the third (3rd) day counting from said last trading day, if the customer is a non-resident) of the relevant contracts. If the customer intends to conduct final settlement for positions of cash-settled futures, such payment shall be made by the date and time designated by the Trading Participant which is no later than the final settlement date (or the day after the final settlement date if the customer is a non-resident) of said contracts.

Rule 14-12-4. Money to be Paid/Received for Settlement Relating to Interest Rate Futures

1. The amount of money to be paid/received between a customer and a Trading Participant for settling positions on interest rate futures shall be the amount equivalent to the difference between A and B below where the customer settles the positions by resale or repurchase, or the amount equivalent to the difference between C and D below where an unsettled contract based on entrustment from the customer is settled by final settlement:

A: The contract ~~price~~figure pertaining to unsettled contracts based on entrustment from the customer which

correspond to said resale or repurchase

B: The contract pricefigure pertaining to said resale or repurchase

C: The contract pricefigure pertaining to unsettled contracts based on entrustment from the customer

D: The final settlement price

In cases where the provisions of Article 37-4 of the Act are not applied to the customer under Article 45 of the Act or where the average value of unit prices of transactions executed for the same issue on the same day may be used pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet Office Order on Financial Instruments Business, etc. instead of matters referred to in Paragraph 1, Item 2 (g) of the same article, said average value may be used for the contract figure as specified by OSE.

2. In cases where a customer settles positions on interest rate futures, in the event that a customer incurs a loss, the customer shall pay the Trading Participant the amount of money equivalent to the amount of said loss. In such cases, if the customer conducts the settlement by executing a resale or repurchase, such payment shall be made by the date and time designated by the Trading Participant which is no later than the day after the trading day on which the resale or repurchase was executed ends (if the customer is a non-resident, the payment shall be made by the date and time designated by the Trading Participant which is no later than the third (3rd) day counting from the day on which the trading day when said transaction was executed ends). If the customer intends to conduct final settlement, such payment shall be made by the date and time designated by the Trading Participant which is no later than the final settlement date (or the following day if the customer is a non-resident) of the relevant contracts.

Rule 15. Money to be Paid/Received for Settlement Relating to Index Futures

1. The amount of money to be paid/received between a customer and a Trading Participant for settlement of an index futures position shall be the amount equivalent to the difference between A and B below where the customer settles the position on index futures by resale or repurchase. Said amount of money shall be the amount equivalent to the difference between C and D below where an unsettled contract based on entrustment from the customer is settled by final settlement (for contracts whose underlier is an index referred to in Rule 5, Item 1 of the Business Regulations (limited to micro contracts prescribed in Rule 6, Item 1 of the Business Regulations), fractional amounts shall be rounded down to the nearest JPY 1; provided, however, that the same shall not apply to cases where an arrangement has been made between a Trading Participant and its customer):

A: The contract price-figure pertaining to unsettled contracts based on entrustment from the customer which correspond to said resale or repurchase

B: The contract price-figure pertaining to said resale or repurchase

C: The contract price-figure pertaining to unsettled contracts based on entrustment from the customer

D: The final settlement price

In cases where the provisions of Article 37-4 of the Act~~delivery of documents on the conclusion of contracts to customers shall~~are not be required applied to the customer under Article 45 of the Act or where the average value of unit prices of transactions executed for the same issue on the same day may be ~~stated in the report on the outstanding~~

~~balance of transactions used~~ pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet ~~Office Ordinance of Office Order on~~ Financial Instruments Business, etc. ~~instead of matters referred to in Paragraph 1, Item 2 (g) of the same article, said~~ average ~~pricesvalue~~ may be used for the contract ~~price-figure~~ as specified by OSE.

2. In cases where a customer settles positions on index futures, in the event that a customer incurs a loss, the customer shall pay the Trading Participant the amount of money equivalent to the amount of said loss. In such cases, if the customer conducts the settlement by effecting resale or repurchase, such payment shall be made by the date and time designated by the Trading Participant which is no later than the day after the day on which the trading day when the resale or repurchase was executed ends (if the customer is a non-resident, the payment shall be made by the date and time designated by the Trading Participant which is no later than the third (3rd) day counting from the day on which the trading day when said transaction was executed ends). If the customer intends to conduct final settlement, such payment shall be made by the date and time designated by the Trading Participant which is by the final settlement date (or the following day if the customer is a non-resident) of the relevant contracts.

Rule 16-4. Money to be Paid/Received for Settlement Relating to Commodity Futures

1. The amount of money (excluding total transaction value, etc. and total transaction value to be paid/received as prescribed in Rule 16-6, Rule 16-8, Rule 16-10, Rule 16-12, Rule 16-14, and Rule 16-16 in the case where a customer carries out settlement by physical delivery) to be paid/received between a customer and a Trading Participant for settlement of a physically delivered futures position shall be the amount equivalent to the difference between A and B below where the customer settles the physically delivered futures position by resale or repurchase, or the amount equivalent to the difference between C and D below where said customer carries out settlement by physical delivery:

A: The contract ~~price-figure~~ pertaining to unsettled contracts based on entrustment from the customer which correspond to said resale or repurchase

B: The contract ~~price-figure~~ pertaining to said resale or repurchase

C: The contract ~~price-figure~~ pertaining to unsettled contracts based on entrustment from the customer

D: The delivery price (meaning the price used as a basis for the computation of total transaction value to be paid/received for settlement by physical delivery)

In cases where the ~~delivery of documents on the conclusion of contracts to customers provisions of Article 37-4 of the Act shall~~ not ~~be required applied to the customer~~ under Article 45 of the Act or where ~~the~~ average ~~value of unit prices of transactions executed for the same issue on the same day~~ may be ~~stated in the report on the outstanding balance of transactions used~~ pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet ~~Office Ordinance of Office Order on~~ Financial Instruments Business, etc. ~~instead of matters referred to in Paragraph 1, Item 2 (g) of the same article, said~~ average ~~pricesvalue~~ may be used for the contract ~~price-figure~~ as specified by OSE.

2. The amount of money to be paid/received between a customer and a Trading Participant for settlement of a cash-settled monthly futures position shall be the amount equivalent to the difference between A and B below where the customer settles the cash-settled monthly futures position by resale or repurchase, or the amount equivalent to the difference between C and D below where an unsettled contract based on entrustment from the customer is settled by final

settlement:

- A: The contract price-figure pertaining to unsettled contracts based on entrustment from the customer which correspond to said resale or repurchase
- B: The contract price-figure pertaining to said resale or repurchase
- C: The contract price-figure pertaining to unsettled contracts based on entrustment from the customer
- D: The final settlement price.

In cases where the ~~delivery of documents on the conclusion of contracts to customers provisions of Article 37-4 of the Act shall~~ not ~~be required applied to the customer~~ under Article 45 of the Act or where ~~the~~ average value of unit prices of transactions executed for the same issue on the same day may be ~~stated in the report on the outstanding balance of transactions used~~ pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet ~~Office Ordinance of Office Order~~ on Financial Instruments Business, etc. ~~instead of matters referred to in Paragraph 1, Item 2 (g) of the same article, said~~ average pricesvalue may be used for the contract price-figure as specified by OSE.

3. The amount of money (excluding total transaction value, etc. prescribed in Rule 16-8 in the case where a customer conducts delivery on request) to be paid/received between a customer and a Trading Participant for settlement of a cash-settled rolling spot futures position shall be the amount equivalent to the difference between A and B below where the customer settles the cash-settled rolling spot futures position by resale or repurchase, or the amount equivalent to the difference between C and D below where the customer conducts delivery on request. Said amount of money shall be the amount equivalent to the difference between E and F below where settlements pertaining to an unsettled contract based on entrustment from the customer are not conducted by resale or repurchase:

- A: The contract price-figure pertaining to unsettled contracts based on entrustment from the customer which correspond to said resale or repurchase
- B: The contract price-figure pertaining to said resale or repurchase
- C: The contract price-figure pertaining to unsettled contracts based on entrustment from the customer
- D: The delivery price (meaning the price used as a basis for the computation of total transaction value to be paid/received for delivery on request)
- E: The contract price-figure pertaining to unsettled contracts based on entrustment from the customer
- F: The theoretical spot price at the time of rollover

In cases where the ~~delivery of documents on the conclusion of contracts to customers provisions of Article 37-4 of the Act shall~~ not ~~be required applied to the customer~~ under Article 45 of the Act or where ~~the~~ average value of unit prices of transactions executed for the same issue on the same day may be ~~stated in the report on the outstanding balance of transactions used~~ pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet ~~Office Ordinance of Office Order~~ on Financial Instruments Business, etc. ~~instead of matters referred to in Paragraph 1, Item 2 (g) of the same article, said~~ average pricesvalue may be used for the contract price-figure as specified by OSE.

4. In cases where a customer conducts settlement of commodity futures positions, in the event that a customer incurs a loss, the customer shall pay the Trading Participant the amount of money equivalent to the amount of such loss. In such cases, if the customer settles the positions by executing a resale or repurchase, such payment shall be made by the date and

time designated by the Trading Participant which is no later than the day after the day on which the trading day when the resale or repurchase was executed ends (or the third (3rd) day counting from the day on which the trading day when said transaction was executed ends if the customer is a non-resident). If the customer intends to carry out settlement by physical delivery for positions on physically delivered futures, such payment shall be made by the date and time designated by the Trading Participant which is no later than the day after the last trading day of the relevant contracts (or the third (3rd) day counting from the last trading day of the relevant contract if the customer is a non-resident). If the customer intends to carry out final settlement for positions on cash-settled monthly futures, such payment shall be made by the date and time designated by the Trading Participant which is no later than the final settlement date (or the following day if the customer is a non-resident) of the relevant contract. If the customer intends to conduct delivery on request for positions on cash-settled rolling spot futures, such payment shall be made by the date and time designated by the Trading Participant which is no later than the day after the day on which delivery on request is carried out (or the third (3rd) day counting from the day on which said delivery on request is carried out if the customer is a non-resident). If the customer intends to execute rollover of cash-settled rolling spot futures positions, such payment shall be made by the date and time designated by the Trading Participant which is no later than the day after the day when said rollover is executed (or the third (3rd) day counting from the day when said rollover is executed if the customer is a non-resident).

Rule 16-12. Settlement by Physical Delivery

1. For physically delivered futures pertaining to technically specified rubber (hereinafter referred to as "TSR"), a customer with a short position shall deliver a delivery document pertaining to their short positions to be settled by physical delivery to the Trading Participant by the date and time designated by the Trading Participant which is no later than the day before the delivery date, while a customer with a long position shall deliver the total transaction value pertaining to their long positions to be settled by physical delivery to the Trading Participant by the time designated by the Trading Participant which is no later than the day before the ship loading date.
2. Upon completion of delivery in the OSE markets with respect to customer positions to be settled by physical delivery, a Trading Participant shall pay the total transaction value, etc. to the customer making the delivery and deliver the delivery document received for delivery in the OSE markets to the customer taking delivery, without delay. In the case where there are two (2) or more customers taking delivery, and where the content of the delivery documents received for said delivery are not identical, the delivery documents shall be fairly allocated to the customers taking delivery by lottery or other method determined in advance.
3. When a transaction consigned by a customer to a Trading Participant is settled by physical delivery pursuant to the provisions of the preceding paragraph, the Trading Participant shall notify the customer of the following matters in writing without delay; provided, however, if the customer is an eligible consignor prescribed in Article 2, Paragraph 25 of the Commodity Derivatives Act (Act No. 239 of 1950) or an eligible commercial person prescribed in Paragraph 26 of the same article, such notification shall not be required.

(1) Type of transaction

(2) Underlying commodities

- (3) Contract month
- (4) Date of purchase or sale
- (5) Quantity
- (6) Name of the vessel
- (7) Ship loading date
- (8) Name of the delivery port
- (9) Contract price of the executed transaction
- (10) Total transaction value
- (11) Delivery price
- (12) Any miscellaneous expenses
- (13) Brokerage Commission on new buy or sell orders and on delivery
- (14) Net amount of payment and receipt.

4. ~~Provisions of Rule 5, Paragraphs 4 and 5 shall apply mutatis mutandis to the written notification prescribed in the preceding paragraph.~~ In cases where a Trading Participant, instead of notifying the customer through physical documents pursuant to the provisions of the preceding paragraph, presents the type and details of the electromagnetic means to be used (meaning means using electronic data processing systems or any other communications technologies that are similar to the means stipulated in Article 56 (excluding Paragraph 1, Item 1 (d), Paragraph 2, Item 3 (b) and Item 4; the phrase "the transactions referred to ... was finally conducted" in Paragraph 2, Item 3 shall be read as "the Information was recorded") of the Cabinet Office Order on Financial Instruments Business, etc.; the same shall apply hereinafter in this paragraph and the following paragraph) to the customer, and has obtained consent from the customer through physical documents or means using an electronic data processing system or any other communications technologies that are similar to the means stipulated in Article 57-3 of the Cabinet Office Order on Financial Instruments Business, etc., it may notify the customer of the matters to be stated through electromagnetic means.

5. If a Trading Participant which has previously obtained consent pursuant to the provisions of the preceding paragraph receives notice from the customer that it will not accept notification through electromagnetic means, through physical documents or means using an electronic data processing system or any other communications technologies that are similar to the means stipulated in Article 57-3 of the Cabinet Office Order on Financial Instruments Business, etc., the Trading Participant must not send notifications pursuant to the same paragraph to said customer through electromagnetic means. However, this shall not apply if the customer again gives consent.

~~1.~~ 6. In addition to those prescribed in each of the preceding paragraph, matters necessary for the handling of delivery of TSR shall be governed by the provisions of Chapter 6, Section 1-3, Subsection 1 of the Business Regulations (limited to provisions pertaining to TSR).

Rule 16-18. Settlement by Physical Delivery

1. A customer with a short position shall deliver a delivery document pertaining to their short positions to be settled by physical delivery to the Trading Participant, while a customer with a long position shall deliver the total transaction value

pertaining to their long positions to be settled by physical delivery to the Trading Participant, by the date and time designated by the Trading Participant which is no later than the day before the date of settlement by physical delivery.

2. Upon completion of delivery in the OSE markets with respect to customer positions to be settled by physical delivery, a Trading Participant shall pay the total transaction value, etc. to the customer making the delivery and deliver the delivery documents received for delivery in the OSE markets to the customer taking delivery, without delay. In the case where there are two (2) or more customers taking delivery, and where the content of the delivery documents received for said delivery are not identical, the delivery documents shall be fairly allocated to the customers taking delivery by lottery or other method determined in advance.
3. When a position established by a transaction consigned by a customer to a Trading Participant is settled by physical delivery pursuant to the provisions of the preceding paragraph, the Trading Participant shall notify the customer of the following matters in writing without delay; provided, however, if the customer is an eligible consignor prescribed in Article 2, Paragraph 25 of the Commodity Derivatives Act (Act No. 239 of 1950) or an eligible commercial person prescribed in Paragraph 26 of the same article, such notification shall not be required.
 - (1) Type of transaction
 - (2) Underlying commodities
 - (3) Contract month
 - (4) Date of purchase or sale
 - (5) Quantity
 - (7) Date of departure
 - (8) Names of the delivery port and wharf
 - (9) Contract price of the executed transaction
 - (10) Price differential by grades
 - (11) Total transaction value
 - (12) Delivery price
 - (13) Any miscellaneous expenses
 - (14) Brokerage Commission on new buy or sell orders and on delivery
 - (15) Net amount of payment and receipt.
4. Provisions of Rule [516-12](#), Paragraphs 4 and 5 shall apply mutatis mutandis to the written notification prescribed in the preceding paragraph.
5. In addition to those prescribed in each of the preceding paragraphs, matters necessary for the handling of delivery of corn shall be governed by the provisions of Chapter 6, Section 1-3, Subsection 1 of the Business Regulations (limited to provisions pertaining to corn).

Rule 17. Payment of Option Premium, etc.

1. With respect to an order for purchase of securities options, a customer shall pay the Trading Participant the option premium pertaining to such purchase by the date and time designated by the Trading Participant which is no

later than the day after the day on which the purchase is executed; provided, however, that if the customer is a non-resident, the payment shall be made by the date and time designated by the Trading Participant which is no later than the third (3rd) day counting from the day on which said transaction is executed. In cases where the ~~delivery of documents on conclusion of contracts provisions of Article 37-4 of the Act to customers shall~~ are not be required applied to the customer under Article 45 of the Act or where the average value of unit prices of transactions executed for the same issue on the same day may be stated in the report on the outstanding balance of transactions used pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet Office Ordinance of Office Order on Financial Instruments Business, etc., instead of matters referred to in Paragraph 1, Item 2 (g) of the same article, the said option premium may be calculated based on said average prices value as specified by OSE.

2. The amount of money paid/received for settlement pertaining to exercise of securities options (limited to securities options for which exercise will result in a transaction in which an amount of money calculated based on the difference between the exercise price and the actual price shall be paid/received) between a customer and a Trading Participant shall be equivalent to the difference between the exercise price and the option settlement price. When a customer has been assigned an exercise, the customer shall pay the Trading Participant said amount by the date and time designated by the Trading Participant which is no later than the day after the exercise date (if the customer is a non-resident, the third (3rd) day counting from the exercise date).

Rule 18. Appropriation of Margin to Payment of Option Premium, etc. for Settlement

For an option premium or the amount of money as a result of assignment of an option that should be paid by a customer to a Trading Participant pursuant to the provisions of the preceding rule, said Trading Participant may appropriate the amount of money submitted or deposited by the customer as margin as of the day on which the customer should make said payment to said Trading Participant, or the amount of money equivalent to said customer's unrealized gain as prescribed in the Margin Rules.

In cases where the ~~delivery of documents on conclusion of contracts to customers provisions of Article 37-4 of the Act shall not~~ are not be required applied to the customer under Article 45 of the Act or where the average value of unit prices of transactions executed for the same issue on the same day may be stated in the report on the outstanding balance of transactions used pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet Office Ordinance of Office Order on Financial Instruments Business, etc., instead of matters referred to in Paragraph 1, Item 2 (g) of the same article, the said option premium may be calculated based on said average prices value as specified by OSE.

Rule 26. Provision of Credit by Trading Participants for Customer to Exercise

1. In the case where a customer gives instructions to exercise securities options or receives credit from a Trading Participant for the purpose of settlement of transactions of underlying securities (limited to those issues that can be traded on margin on OSE; the same shall apply hereinafter in this Rule) which are carried out where an exercise has been assigned to the customer (in cases of the exercising of securities options provided in Rule 21, Paragraph 1, Item 2, limited to those relating to the number of securities provided in (a)(ii) of the same item), the customer shall set up a margin trading

account in advance.

2. With respect to opening a margin trading account, a customer shall make an application to a Trading Participant and shall obtain its approval.
3. When a customer has obtained the approval of a Trading Participant for the application as described in the preceding paragraph, the customer shall ~~complete the prescribed matters~~ give consent to the details in of the Agreement for Setting up a Margin Trading ~~Transaction~~ Account in the form specified by OSE through either of the following means (if a customer requests to give consent through the means referred to in Item 1, said means) designated by, put the customer's signature and/or seal thereon and submit it to the Trading Participant. In such cases, when the customer uses the English version of the Agreement for Setting up a Margin Trading Transaction Account, the customer shall obtain approval from the Trading Participant.
 - (1) Submission of the Agreement for Setting up Margin Transaction Account by completing the prescribed matters with signature and/or seal thereon
 - (2) Notification through electromagnetic means of the consent to the details of the Agreement for Setting up Margin Transaction Account
4. Provisions of Rule 5, Paragraphs 4 and 5 shall apply mutatis mutandis to Trading Participants that intend to obtain consent to the submission details of the agreement pursuant to the provisions of the preceding paragraph through means referred to in Item (2) of the same paragraph. ~~In this case, "the provisions of Paragraph 2 (including the case where the term "Trading Participant" shall be "Order Execution Trading Participant and Clearing Execution Trading Participant" in the preceding paragraph)" in Paragraph 4 of the same rule shall be deemed to be read as "the provisions of the preceding paragraph."~~
5. The credit in Paragraph 1 shall apply mutatis mutandis to Chapter 4 of the Brokerage Agreement Standards of TSE. In this case "Trading Participant" shall be deemed to be read as "Futures, etc. Trading Participant of Osaka Exchange, Inc.", "day on which the transactions are executed" in Rule 39 shall be deemed to be read as "day after the exercise date", "day on which the sale or purchase on margin is executed" in Rule 43 shall be deemed to be read as "day after the exercise date" and "day on which such loss calculation arises" in Rule 48 shall be deemed to be read as "day on which such loss calculation arises or the day after the exercise date".
6. If a customer who has set up a margin trading account with a Trading Participant applies to the Trading Participant to carry out, on margin, the transactions of underlying securities which are to be carried out as a result of exercising an option or assignment of options to be exercised, by no later than the day after the exercise date (or the exercise date if the exercise date falls on the day before the date of ex-dividend etc. or the date on which the trading of shares commences after a share consolidation that pertains to transaction in said underlying securities; the same shall apply hereinafter in this paragraph), indicating to said Trading Participant whether the transaction is a standardized margin transaction or a negotiable margin transaction, a sale or purchase of said underlying securities shall be carried out on margin on the day after the exercise date.
7. In the cases referred to in the preceding paragraph, where the total amount of deposited margin stipulated in Rule 33, Paragraph 1 of the Margin Rules exceeds the customer's margin requirement (excluding amounts related to the said

exercise) stipulated in the rules on margin, etc. pursuant to the provisions of the Business Rules of JSCC, notwithstanding the provisions of Rule 35, Paragraph 1 of the Margin Rules, the customer may withdraw said excess amount (in the case of money, limited to the money excess amount provided in Paragraph 1, Item 1 of the same Rule) and appropriate it for the security deposit of the margin transactions that said customer is to deposit.

8. In the case in Paragraph 5, where the customer settles said margin transaction by means of an offsetting transaction for a corresponding amount of the same issue as the security underlying the option (limited to those where the settlement date stipulated by OSE pertaining to said offsetting transaction is the same date as the settlement date stipulated by OSE pertaining to the purchase or sale of the security underlying options on margin), the provisions of Rule 39 of the Brokerage Agreement Standards of TSE as applied mutatis mutandis in the same paragraph shall not apply.

Rule 26-2-3. Settlement Cut-off Time for Customer

With respect to an order for purchase of government bond futures options, a customer shall pay the Trading Participant the option premium pertaining to such purchase by the date and time designated by the Trading Participant which is no later than the day after the day on which the trading day when the purchase was executed ends; provided, however, that if the customer is a non-resident, the payment shall be made by the date and time designated by the Trading Participant which is no later than the third (3rd) day counting from the day on which the trading day ends. In cases where the ~~provisions of Article 37-4 of the Act delivery of documents on the conclusion of contracts to customers shall are~~ not ~~be required applied to the customer~~ under Article 45 of the Act or where ~~the average value of unit prices of transactions executed for the same issue on the same day~~ may be ~~stated used in the report on the outstanding balance of transactions~~ pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet ~~Office Ordinance of Office Order on~~ Financial Instruments Business, etc., ~~instead of matters referred to in Paragraph 1, Item 2 (g) of the same article, the said~~ option premium may be calculated based on ~~said average prices value~~ as specified by OSE.

Rule 26-3. Appropriation of Margin to Payment of Option Premium

For an option premium that should be paid by a customer to a Trading Participant pursuant to the provisions of the preceding rule, said Trading Participant may appropriate the amount of money submitted or deposited by the customer as margin as of the day on which the customer should make the payment of option premium to said Trading Participant, or the amount of money equivalent to said customer's unrealized gain as prescribed in the Margin Rules. In cases where the ~~delivery of documents on the conclusion of contracts to customers provisions of Article 37-4 of the Act shall are~~ not ~~be required applied to the customer~~ under Article 45 of the Act or where ~~the average prices value of unit prices of transactions executed for the same issue on the same day~~ may be ~~stated used in the report on the outstanding balance of transactions~~ pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet ~~Office Ordinance of Office Order on~~ Financial Instruments Business, etc., ~~instead of matters referred to in Paragraph 1, Item 2 (g) of the same article, the said~~ option premium may be calculated based on ~~said average prices value~~ as specified by OSE.

Rule 27. Money to be Paid/Received for Settlement Relating to Index Options Trading

The amount of money to be paid/received between a customer and a Trading Participant for the settlement of index options trading shall be the option premium in the case that the sale or purchase has been executed for the said customer's account, and the amount equivalent to the difference between the exercise price and the option settlement price in the case of settlement by an exercise for the said customer's account. In cases where the ~~delivery of documents on the conclusion of contracts to customers provisions of Article 37-4 of the Act shall are not be required applied to the customer~~ under Article 45 of the Act or where ~~the~~ average ~~value of unit~~ prices ~~of transactions executed for the same issue on the same day~~ may be ~~stated in the report on the outstanding balance of transactions used~~ pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet ~~Office Ordinance of Office Order on~~ Financial Instruments Business, etc., ~~instead of matters referred to in Paragraph 1, Item 2 (g) of the same article,~~ ~~the said~~ option premium may be calculated based on ~~said~~ average ~~prices value~~ as specified by OSE.

Rule 28. Settlement Cut-off Time for Customer

When a customer conducts the settlement referred to in the preceding paragraph, the customer shall pay the Trading Participant the option premium pertaining to the purchase or the amount of money corresponding to receipt of the assignment of the exercise by the date and time designated by the Trading Participant which is no later than the day after the day on which the trading day when the transaction is executed ends, or the exercise date (or the third (3rd) day counting from the day on which the trading day when the transaction is executed ends, or the exercise date, in the case the customer is a non-resident). In cases where the ~~delivery of documents on the conclusion of contracts to customers provisions of Article 37-4 of the Act shall are not be required applied to the customer~~ under Article 45 of the Act or where ~~the~~ average ~~value of unit~~ prices may be ~~stated in the report on the outstanding balance of transactions used~~ pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet ~~Office Ordinance of Office Order on~~ Financial Instruments Business, etc., ~~instead of matters referred to in Paragraph 1, Item 2 (g) of the same article,~~ ~~said the~~ option premium may be calculated based on ~~said~~ average ~~prices value~~ as specified by OSE.

Rule 29. Appropriation of Margin to Payment of Option Premium for Settlement

For an option premium that should be paid to a Trading Participant pursuant to the provisions of the preceding rule, said Trading Participant may appropriate the amount of money submitted or deposited by the customer as margin as of the day on which the customer should make the payment of option premium, or the amount of money equivalent to said customer's unrealized gain as prescribed in the Margin Rules. In cases where the ~~delivery of documents on the conclusion of contracts to customers provisions of Article 37-4 of the Act shall are not be required applied to the customer~~ under Article 45 of the Act or where ~~the~~ average ~~value of unit~~ prices ~~of transactions executed for the same issue on the same day~~ may be ~~stated used in the report on the outstanding balance of transactions~~ pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet ~~Office Ordinance of Office Order on~~ Financial Instruments Business, etc., ~~instead of matters referred to in Paragraph 1, Item 2 (g) of the same article,~~ ~~the said~~ option premium may be calculated based on ~~said~~ average ~~prices value~~ as specified by OSE.

Rule 29-4. Money to be Paid/Received for Settlement Relating to Commodity Futures Options Transactions

The amount of money to be paid/received between a customer and a Trading Participant for settling trading of commodity futures options shall be the option premium in the case that the sale or purchase has been executed for the said customer's account, and the amount equivalent to the difference between the exercise price and the option settlement price in the case of the settlement by an exercise for the said customer's account. In cases where the ~~delivery of documents on the conclusion of contracts to customers provisions of Article 37-4 of the Act shall~~ are not ~~be required~~ applied to the customer under Article 45 of the Act or where ~~the~~ average value of unit prices of transactions executed for the same issue on the same day may be ~~stated~~ used in the report on the outstanding balance of transactions pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet ~~Office Ordinance of~~ Office Order on Financial Instruments Business, etc., ~~instead of matters referred to in Paragraph 1, Item 2 (g) of the same article, the said~~ option premium may be calculated based on said average prices value as specified by OSE.

Rule 29-5. Settlement Cut-off Time for Customer

With respect to an order for purchase of commodity futures options, a customer shall pay the Trading Participant the option premium pertaining to such purchase by the date and time designated by the Trading Participant which is no later than the day after the day on which the trading day when the transaction is executed ends (or the third (3rd) day counting from the day on which the trading day ends if the customer is a non-resident). In cases where the ~~delivery of documents on the conclusion of contracts to customers provisions of Article 37-4 of the Act shall~~ are not ~~be required~~ applied to the customer under Article 45 of the Act or where ~~the~~ average value of unit prices of transactions executed for the same issue on the same day may be ~~stated in the report on the outstanding balance of transactions~~ used pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet ~~Office Ordinance of~~ Office Order on Financial Instruments Business, etc., ~~instead of matters referred to in Paragraph 1, Item 2 (g) of the same article, the said~~ option premium may be calculated based on said average prices value as specified by OSE.

Rule 29-6. Appropriation of Margin to Payment of Option Premium, etc. for Settlement

For an option premium that should be paid by a customer to a Trading Participant pursuant to the provisions of the preceding rule, said Trading Participant may appropriate the amount of money submitted or deposited by the customer as margin as of the day on which the customer should make the payment of option premium to said Trading Participant, or the amount of money equivalent to said customer's unrealized gain as prescribed in the Margin Rules. In cases where the ~~delivery of documents on the conclusion of contracts to customers provisions of Article 37-4 of the Act shall~~ are not ~~be required~~ applied to the customer under Article 45 of the Act or where ~~the~~ average value of unit prices of transactions executed for the same issue on the same day may be ~~stated in the report on the outstanding balance of transactions~~ used pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet ~~Office Ordinance of~~ Office Order on Financial Instruments Business, etc., ~~instead of matters referred to in Paragraph 1, Item 2 (g) of the same article, the said~~ option premium may be calculated based on said average prices value as specified by OSE.

Rule 33. Measures in Case of a Customer's Failure to Conduct Settlement

1. In case a customer fails to provide the margin to be provided or deposit the margin to be deposited, fails to pay money or option premium pertaining to purchases, fails to deliver government bonds to be sold or purchase payment pertaining to settlement by physical delivery, fails to deliver physical commodities (including warehouse receipts and other delivery documents necessary for settlement by physical delivery) or purchase payment pertaining to settlement by physical delivery, or fails to deliver settlement payment or securities to be delivered pertaining to exercise to a Trading Participant in relation with trading of market derivatives by the prescribed cut-off time (including the date and time designated by the Trading Participant deeming it necessary as prescribed in Rule 14-10 in cases of physically delivered government bond futures), the relevant Trading Participant may, at its own discretion, conduct a resale, repurchase, settlement by physical delivery, or the final settlement relating to futures trading (excluding contracts for clearing on government bond futures eligible for cross-margining and contracts for clearing on interest rate futures eligible for cross-margining specified in the Business Rules of JSCC), or resale, repurchase, exercise, or concluding agreement of selling or purchasing securities relating to options trading (including the entrustment thereof) for the said customer's account to settle said trading of market derivatives. In cases where the ~~delivery of documents on the conclusion of contracts to customers provisions of Article 37-4 of the Act shall are not be required applied to the customer~~ under Article 45 of the Act or where ~~the average value of unit prices of transactions executed for the same issue on the same day~~ may be ~~stated in the report on the outstanding balance of transactions used~~ pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet Office Ordinance of ~~Office Order on~~ Financial Instruments Business, etc., ~~instead of matters referred to in Paragraph 1, Item 2 (g) of the same article, the said~~ option premium may be calculated based on ~~said average prices-value~~ as specified by OSE.
2. In the event that the Trading Participant suffers losses in the case referred to in the preceding paragraph, the Trading Participant may appropriate the money and securities possessed or recorded in the account under the Book-Entry Act by said Trading Participant on behalf of the customer as compensation for such losses, and if there still remains any deficit, demand the payment of the amount equal to such deficit from the customer.

Supplementary Provisions

These revisions shall take effect on April 1, 2025.

Agreement for Setting up Futures/Options Trading Account

Article 26. (Report)

In the case that any of the events set forth in the items of Article 11, Paragraphs 1 and 2 hereof occurs, I/we shall immediately report to that effect to your company ~~in writing~~.

Article 27. (Notice of Changes in Reported Matters)

I/we shall immediately give notice to your company ~~in writing~~ whenever any change in my/our name or trade name, seal or specimen signature (*shomei kan*), address or location of offices or any other matter occurs.

Article 33. (~~Methods of Obtaining Approval or Receiving Reports or Notifications~~~~Electronic or Magnetic Transfer of Document~~)

1. Your company may obtain approval ~~or receive reports or notifications~~ by an electronic or magnetic means (or a electronic data processing system and other means of using other information dissemination technology, both of which are prescribed in Article 57-3 of Cabinet Order relating to financial instruments business etc., or the means of the same kind; the same shall apply hereinafter) instead of receiving the document prescribed in Article 3, Paragraph 2, ~~Article 26 and Article 27 (excluding the document for the change of a seal or signature)~~, if your company offers the type and the content of the electronic or magnetic means your company is to use, and your company has obtained my/our approval in writing or by the electronic or magnetic means. In such a case, your company shall be deemed to have obtained such approval in writing ~~or received reports or notifications~~.
2. Your company does not obtain approval ~~or receive reports or notifications~~ by the electronic or magnetic means, if I/we make an offer, in writing or by the electronic or magnetic means, of not making approval ~~or giving reports or notifications~~ by the electronic or magnetic means after the approval under the preceding paragraph (except the case your company obtains my/our approval again under the preceding paragraph).
3. I/we will report or notify as prescribed in Articles 26 and 27 either in writing or by electronic or magnetic means, as designated by your company (in cases where I/we have requested acceptance of reports and notices in writing or where there is any change of a seal or specimen signature, in writing). Provided, however, that in the case of electronic or magnetic means, only if your company satisfies one of the requirements listed below.
 - (1) Your company shall notify me/us in advance that your company chooses to receive my/our reports or notices by electronic or magnetic means, as well as the type and particulars of the electronic or magnetic means to be used, and obtain approval from me/us, either in writing or through the electronic or magnetic means, for receiving such reports and notices by the electronic or magnetic means.
 - (2) Your company shall notify me/us in advance that your company chooses to receive my/our reports or notices by electronic or magnetic means, as well as the following items.
 - a. Information on the type and particulars of the electronic or magnetic means to be used

b. The fact that I/we may request your company to accept such reports and notices in writing

Supplementary Provisions

These revisions shall take effect on April 1, 2025.

Agreement for Setting up Margin Transaction Account

Article 18. Reporting

In the event that any of the events set forth in each item of Article 8, Paragraph 1 and Paragraph 2 occurs, I/we shall immediately report that fact to your company ~~in writing~~.

Article 19. Notice of Changes in Reported Matters

I/We shall immediately give notice to your company ~~in writing~~ whenever any change occurs to my/our name, trade name, seal, specimen signature (*shomei-kan*), address, office location, or any other matters which I/we have registered with your company.

Article 25. ~~Methods of Obtaining Approval or Receiving Reports or Notices~~ ~~Submission and Receipt of Documents by Electronic or Magnetic Means~~

1. Your company may obtain my/our approval ~~or receive my/our reports or notices~~ by using an electronic or magnetic means, instead of using the method set forth in Article 3, Paragraph 2, ~~Articles 18 and 19~~ hereof ~~(other than the case where there is any change in seal or specimen signature)~~, if your company has, after furnishing me/us with information on the type and particulars of the electronic or magnetic means to be used, obtained an approval from me/us either in writing or through the electronic or magnetic means. In this instance, your company shall be considered to have obtained my/our approval ~~or received my/our reports or notices~~ instead of in writing. In this article, the term "electronic or magnetic means" shall refer to means of an electronic data processing system or by any other means of information and communications technology as prescribed in Article 57-3 of the Cabinet Office Ordinance Relating to Financial Instruments Business, etc.
2. Having obtained my/our approval as prescribed in the preceding paragraph, if your company receives an instruction from me/us either in writing or through the electronic or magnetic means regarding my/our intention not to approve, ~~report, or notify~~ through the electronic or magnetic means, your company may not receive my/our approval, ~~reports or notices~~ through the electronic or magnetic means, which were deemed appropriate to replace written approval; provided, however, that this shall not apply in case that I/we give approval as prescribed in the preceding paragraph again.
3. I/we will report or notify as prescribed in Articles 18 and 19 either in writing or by electronic or magnetic means, as designated by your company (in cases where I/We have requested acceptance of reports and notices in writing or where there is any change of a seal or specimen signature, in writing). Provided, however, that in the case of electronic or magnetic means, only if your company satisfies one of the requirements listed below.
 - (1) Your company shall notify me/us in advance that your company chooses to receive my/our reports or notices by electronic or magnetic means, as well as the type and particulars of the electronic or magnetic means to be used, and obtain approval from me/us, either in writing or through the electronic or magnetic means, for receiving such reports

and notices by the electronic or magnetic means.

(2) Your company shall notify me/us in advance that your company chooses to receive my/our reports or notices by—
electronic or magnetic means, as well as the following items.

a. Information on the type and particulars of the electronic or magnetic means to be used

b. The fact that I/we may request your company to accept such reports and notices in writing

Supplementary Provisions

These revisions shall take effect on April 1, 2025.

Rules on Margin and Transfer of Unsettled Contracts Pertaining to Futures/Options Trading

(As of ~~June 3~~April 1, 2024~~5~~)

Rule 33. Method of Computation of Aggregate Margin Deposit

1. The Aggregate Margin Deposit shall be the amount obtained by adding or subtracting the amount of cash to be paid or received by a customer as prescribed in the following paragraph to or from the total of the amount of money and the securities/warehouse receipts evaluated at the substitution price (meaning an amount not exceeding the amount calculated by multiplying the market value on the day before the date of calculation by the rate prescribed in the Attachment of the JSCC Futures/Options Clearing Margin Rules (in the event such securities are Foreign Government Bond Securities, the amount calculated by multiplying the market value by the rate prescribed in Appendix 1 of the JSCC Futures/Options Clearing Margin Rules and then converted into yen at the Telegraphic Transfer Buying rate per unit of the foreign currency in the Tokyo foreign exchange market that is used to evaluate such Foreign Government Bond Securities on the day before the date of calculation)) provided or deposited by the customer as margin for the Futures/Options Trading Account.
2. The amount of cash to be paid or received by a customer shall be the amount of money equivalent to the amount calculated by adding or subtracting the total of profit or loss at settlement of Futures Trading (meaning, in the case of government bond futures trading, the amount of money paid or received for settlement of government bond futures trading prescribed in Rule 14-2-3, Paragraph 1 or 2 of the Brokerage Agreement Standards (hereinafter referred to as the "Standards" in this paragraph)) entrusted by the customer that is payable or receivable and the premiums for Options Trading (for securities options trading, meaning the amount of option premium as prescribed in Rule 17, Paragraph 1 of the Standards and the amount of money paid or received for settlement as prescribed in Paragraph 2 of the same rule, and for index options trading, meaning the amount of money paid or received for settlement as prescribed in Rule 27 of the Standards) that is payable or receivable to or from the implicit profit or loss calculated on a certain day prescribed in the following paragraph, and subtracting the amount of money that should be incurred by the customer that the Trading Participant deems necessary. In cases where the ~~delivery of documents on the conclusion of contracts to customers~~provisions of Article 37-4 of the Act ~~shall be~~ are not ~~be required~~applied to the customer under Article 45 of the Act or where the average value ~~(hereinafter referred to as "average price")~~ of unit prices of transactions executed for the same issue on the same day may be ~~stated in the report on the outstanding balance of transactions used~~ pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet Office Ordinance ~~of~~ on Financial Instruments Business, etc. (Cabinet Office Ordinance ~~erinance~~ No.52 of 2007), instead of matters referred to in Paragraph 1, Item 2 (g) of the same article, the premiums may be calculated based on said average ~~value~~prices as specified by OSE.
3. The amount of implicit profit or loss shall be the amount calculated by subtracting the total of the amount equivalent to loss incurred due to volatility in the market of government bond futures

trading based on entrustment by the customer (see Note 1 below), the amount equivalent to the loss incurred due to volatility in the market of interest rate futures trading (meaning, for unsettled contracts of the customer (excluding those remaining unsettled at closing of the last trading day of the relevant contract; the same shall apply hereinafter), the amount calculated by multiplying the difference between the contract figure of the unsettled contract and the settlement figure on the date of calculation by JPY two hundred fifty thousand (250,000)), the amount equivalent to loss incurred due to volatility in the market of index futures trading based on entrustment by the customer (meaning, for unsettled contracts of the customer, the amount calculated by multiplying the difference between the contract figures of the unsettled contract and the settlement figure on the trading day ending on the date of calculation by the amount which is obtained by dividing the trading unit prescribed in Rule 29, Item 2 of the Business Regulations by the value of the underlying index), the amount equivalent to loss incurred due to volatility in the market of commodity futures trading based on entrustment by the customer (see Note 2 below), and the sum of payments which are made pursuant to the provisions of Rule 36 from the total of the amount equivalent to profit gained from the volatility in the market of government bond futures trading based on entrustment by the customer (see Note 3), the amount equivalent to profit gained from the volatility in the market of interest rate futures trading based on entrustment by the customer (meaning, for unsettled contracts of the customer, the amount calculated by multiplying the difference between the contract figure of the unsettled contract and the settlement figure on the date of calculation by JPY two hundred fifty thousand (250,000)), the amount equivalent to profit gained from volatility in the market of index futures trading based on entrustment by the customer (meaning, for unsettled contracts of the customer, the amount calculated by multiplying the difference between the contract figures of the unsettled contract and the settlement figure on the trading day ending on the date of calculation by the amount which is obtained by dividing the trading unit prescribed in Rule 29, Item 2 of the Business Regulations by the value of the underlying index) and the amount equivalent to profit gained from the volatility in the market of commodity futures trading based on entrustment by the customer (see Note 4 below). In cases where the ~~delivery of documents on the conclusion of contracts to customers provisions of Article 37-4 of the Act shall be required~~applied to the customer under Article 45 of the Act or where the average value of unit prices of transactions executed for the same issue on the same day may be ~~stated in the report on the outstanding balance of transactions used~~ pursuant to the provisions of Article 108, Paragraph 7 of the Cabinet Office Ordinance of Financial Instruments Business, etc. instead of matters referred to in Paragraph 1, Item 2 (g) of the same article, said average value prices may be used for the contract price or contract figure as specified by OSE.

(Note 1) "The amount equivalent to loss incurred due to volatility in the market of government bond futures trading based on entrustment by the customer" means, for unsettled contracts of the customer (excluding those remaining unsettled at closing of the last trading day of the relevant contract), the amount calculated by multiplying the difference between the contract price (or contract figure in the case of cash-settled futures; the same shall apply hereinafter) of the unsettled contract and the settlement price (or settlement figure in the case of cash-settled futures; the same shall apply hereinafter) on the trading day ending on the date

of calculation by one-hundredth of JPY one hundred (100) million (or JPY one hundred thousand (100,000) in the case of physically delivered futures and cash-settled futures pertaining to standardized super long-term government bonds).

(Note 2) "The amount equivalent to loss incurred due to volatility in the market of commodity futures trading based on entrustment by the customer" means, for unsettled contracts of the customer (excluding those remaining unsettled at closing of the last trading day of the relevant contract), the amount calculated by multiplying the difference between the contract figures of the unsettled contract and the settlement figures on the trading day ending on the date of calculation by JPY one thousand (1,000) for physically delivered gold futures; JPY five hundred (500) for physically delivered platinum futures and palladium futures; JPY ten thousand (10,000) for silver futures; JPY one hundred (100) for monthly cash-settled gold futures, cash-settled rolling spot gold futures, monthly cash-settled platinum futures and cash-settled rolling spot platinum futures; JPY five thousand (5,000) for RSS 3 and TSR 20 futures; JPY twenty five (25) for soybean futures; JPY eighty (80) for red bean (azuki) futures and JPY fifty (50) for corn futures.

(Note 3) "The amount equivalent to profit gained from the volatility in the market of government bond futures trading based on entrustment from the customer" means, for unsettled contracts of the customer (excluding those remaining unsettled at closing of the last trading day of the relevant contract), the amount calculated by multiplying the difference between the contract price of the unsettled contract and the settlement price on the trading day ending on the date of calculation by one-hundredth of JPY one hundred (100) million (or JPY one hundred thousand (100,000) in the case of physically delivered futures and cash-settled futures pertaining to standardized super long-term government bonds).

(Note 4) "The amount equivalent to profit gained from volatility in the market of commodity futures trading based on entrustment by the customer" means, for unsettled contracts of the customer (excluding those remaining unsettled at closing of the last trading day of the relevant contract), the amount calculated by multiplying the difference between the contract figures of the unsettled contract and the settlement figures on the trading day ending on the date of calculation by JPY one thousand (1,000) for physically delivered gold futures; JPY five hundred (500) for physically delivered platinum futures and palladium futures; JPY ten thousand (10,000) for silver futures; JPY one hundred (100) for monthly cash-settled gold futures, cash-settled rolling spot gold futures, monthly cash-settled platinum futures and cash-settled rolling spot platinum futures; JPY five thousand (5,000) for RSS 3 and TSR 20 futures; JPY twenty five (25) for soybean futures; JPY eighty (80) for red bean (azuki) futures and JPY fifty (50) for corn futures.

Supplementary Provisions

[These revisions shall take effect on April 1, 2025.](#)