

# JPX Co-Location Ecosystem Participation Guidelines

## I Purpose

JPX Market Innovation & Research, Inc. (hereinafter referred to as "JPXI") shall, for the purpose of contributing to the improvement of convenience and liquidity of the markets operated by subsidiaries of Japan Exchange Group, Inc. (hereinafter referred to as "JPX markets"), establish the JPX Co-Location Ecosystem in cooperation with each member who agrees to the JPX Co-Location Ecosystem Participation Guidelines (hereinafter referred to as "the Guidelines") (hereinafter referred to as the "Member") according to the Guidelines.

## II JPX Co-Location Ecosystem

### II-1 Definition

JPX Co-Location Ecosystem refers to a framework established under the collaboration of trading participants, solution providers, and JPXI with the aim of presenting options to investors who participate in or are considering participating in JPX markets (hereinafter referred to as "the Investors") via the JPX Co-Location service, such that the Investors may have more choices and better efficiency when creating a trading environment.

### II-2 Members

#### II-2-1 Member Registration Procedures

A trading participant or solution provider who agrees to the Guidelines and wishes to participate in the JPX Co-Location Ecosystem (hereinafter referred to as "the Notifier") shall notify JPXI of its intention to participate by submitting a notification document designated by JPXI. If JPXI can verify that there are no deficiencies, etc. in the document submitted by the Notifier and subsequently approves the Notifier as a Member, then JPXI shall post the contents of the notification on the JPX website. This will be regarded as the completion of Member registration procedures.

JPXI may disapprove the Notifier as a Member if JPXI recognizes that the Notifier violates or is likely violates obligation of members described in II-2-2, or JPXI otherwise determines that the approval of the Notifier as a Member is inappropriate.

#### II-2-2 Selection of Participation Type and Participation Obligations of Members

When submitting the notification described in II-2-1, the Notifier shall select a participation type for the JPX Co-Location Ecosystem from the service options indicated below.

The Notifier is not required to meet all conditions for the type selected at the time of submitting the notification. However, in the event the Investors wish to use the services in the selected type after Member registration, the Member shall, without delay, construct the system necessary to offer those services.

- <Type 1> The Member makes a direct contract with JPXI to use JPX Co-Location racks, and the Member provides its services to the Investors via said racks.
- <Type 2> The Member uses the rack space, etc. provided by a company that has made a direct contract with JPXI to use JPX Co-Location racks, and the Member provides its services to the Investors via said space.
- <Type 3> The Member makes a direct arrownet line contract with JPXI, and the Member provides its services to the Investors from the site where said line terminates outside the JPX Co-Location area.

### **II-2-3 Member Withdrawal Procedures**

In the event a Member wishes to withdraw from the JPX Co-Location Ecosystem, the Member shall notify JPXI of the Member's intent to withdraw from the JPX Co-Location Ecosystem by submitting a notification document designated by JPXI. If JPXI can verify that there are no deficiencies, etc. in the document submitted by the Member and subsequently approves the withdrawal of the Member, then JPXI shall delete the Member information posted on the JPX website. This will be regarded as the completion of Member withdrawal procedures.

### **II-2-4 Changes in Notified Matters**

In the event there are changes in the matters notified to JPXI in II-2-1, the Member shall notify JPXI by using the notification document specified in II-2-1.

### **II-2-5 Revocation of Member Registration**

JPXI may revoke the Member registration if the Member falls under any of the following cases:

- (1) Where there has been a serious violation of the Guidelines, gross negligence, or act of disloyalty upon participating in the JPX Co-Location Ecosystem; or
- (2) Other cases where JPXI deemed the Member's participation in the JPX Co-Location Ecosystem as inappropriate.

## **II-3 Prior Consent for Participating in the JPX Co-Location Ecosystem**

### **II-3-1 Posting on the JPX website**

The Member agrees in advance that (i) the items notified to JPXI pursuant to II-2-1 will be posted on the JPX website and other media designated by JPXI; and (ii) if JPXI deems such posting as not appropriate, JPXI may suspend the posting with no prior notice.

### **II-3-2 Mutual Cooperation pertaining to business activities for the Investors**

In the event that JPXI and the Member judge that cooperation of the other party is needed in sales/promotion activities for the Investors, JPXI and the Member shall have consultation, as needed, and cooperate in activities pertaining to said activities, such as providing materials or accompanying the other to meetings or presentations.

### **II-3-3 The presence of other Members**

The Member agrees in advance that JPXI will construct the JPX Co-Location Ecosystem among multiple Members.

### **II-3-4 Fair treatment among Members**

JPXI shall exercise fairness in its treatment of all Members participating in the JPX Co-Location Ecosystem.

### **II-3-5 Disclaimer**

JPXI assumes no liability for any disadvantages to Members or the Investors, who are the customers of the Members, which may arise through participation in the JPX Co-Location Ecosystem.

JPXI assumes no liability for any disputes or other troubles among the Members or between Members and the Investors, which may arise through participation in the JPX Co-Location Ecosystem.

### III Confidentiality Obligations

JPXI or the Member (hereinafter referred to as the "Recipient" in this paragraph) may not publicize, or otherwise disclose or leak, to a third party the information obtained in connection with participation in the JPX Co-Location Ecosystem such as business, technology, trading ,and internal information of JPXI or another Member (hereinafter referred to as the "Provider" in this paragraph), without the prior written consent of the Provider; provided, however, that this does not apply to cases where such information falls under any of the following cases:

- Information that was publicly available before the Recipient obtained it;
- Information already in the possession of the Recipient before the Recipient obtained it;
- Information that becomes publicly available without fault of the Recipient after the Recipient obtained it; or
- Information that is lawfully disclosed to the Recipient by a duly authorized third party with no confidentiality obligations.

(April 1, 2022)