

Rules on Handling concerning Settlement by Delivery related to Products Listed on Osaka Dojima Exchange



Japan Securities Clearing Corporation

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Rules on Handling concerning Settlement by Delivery related to Products

Listed on Osaka Dojima Exchange

**Rules on Handling concerning Settlement by Delivery
related to Products Listed on Osaka Dojima Exchange
(In effect as of November 23, 2023)**

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Supplementary Provisions

Rules on Handling concerning Settlement by Delivery related to Products
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Chapter 1 General Provisions

(Article 1. Purpose)

These Rules set forth, pursuant to the provisions of Paragraph 4 of Article 60 of the Business Rules on Business of Assuming Commodity Transaction Debts, matters necessary for the settlement by delivery of the Physical Settlement Futures Contracts related to the contracts listed on the market listed in Item (3) and Item (4) of Article 3 of the said Rules.

(Article 2. Definition of Terms)

In these Rules, the terms listed below shall have the meanings set forth in the following Items:

- (1) "Delivery Payment Amount" means the delivery payment amount prescribed by the Designated Market Operator;
- (2) "Early Delivery" means the early delivery prescribed by the Designated Market Operator.

(Article 3. Entrustment of Operations pertaining to Delivery and Receipt)

Clearing Participants shall perform the settlement pertaining to the delivery and receipt in the Physical Settlement Futures Contracts with Osaka Dojima Exchange, Inc. ^{*1} to which JSCC entrusts the operation.

(*1 hereinafter referred to as "Osaka Dojima Exchange")

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Chapter 2 Delivery and Receipt

Section 1 Soybeans

(Article 4. Matters concerning Delivery and Receipt of Soybeans)

Matters concerning delivery and receipt of Soybeans shall be prescribed in this Section.

(Article 5. Time of Delivery)

The cutoff time for the Dojima Agricultural Futures Clearing Participant delivering the delivery goods^{*1} to deliver the Designated Warehouse Receipts^{*2}, and the cutoff time for the Dojima Agricultural Futures Clearing Participant receiving the delivery goods^{*3} to pay the Delivery Payment^{*4}, shall be 1:00 P.M.

(^{*1} hereinafter referred to as "Delivering Dojima Agricultural Futures Clearing Participant")

(^{*2} referring to the warehouse receipts prescribed by the Designated Market Operator; the same applies hereinafter)

(^{*3} hereinafter referred to as "Receiving Dojima Agricultural Futures Clearing Participant")

(^{*4} referring to the sum of the Delivery Payment Amount and the amount equivalent to consumption tax applicable thereto^{*4-1}; the same applies hereinafter)

(^{*4-1} including local consumption tax)

(Article 6. Delivery Report)

The Delivering Dojima Agricultural Futures Clearing Participant shall submit the Delivery Report to JSCC by 4:00 P.M. on the last trading day of the current contract month^{*1}.

(^{*1} in case of an Early Delivery, at the time of notification of such Early Delivery)

(Article 7. Determination of Parties to Delivery)

1 For the delivery, if there are two (2) or more Receiving Dojima Agricultural Futures Clearing Participants, the Receiving Dojima Agricultural Futures Clearing Participant to receive each of the Designated Warehouse Receipts shall be determined by a lottery as separately prescribed by JSCC and notified to the parties to the delivery.

2 The Receiving Dojima Agricultural Futures Clearing Participant received the notification set

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forth in the preceding Paragraph shall notify JSCC of the matters prescribed by JSCC without delay.

3 The parties to the delivery or their agent may witness the lottery set forth in Paragraph 1.

4 When a Dojima Agricultural Futures Clearing Participant that is an Agency Clearing Participant allocates the delivery goods to Non-Clearing Participants, such allocation shall be made in a fair manner through a lottery or other method prescribed by the relevant Dojima Agricultural Futures Clearing Participant in advance.

(Article 8. Request for Inspection of Delivery Goods)

1 A Receiving Dojima Agricultural Futures Clearing Participant may submit an inspection request form to request an inspection^{*1} of the delivery goods.

(*1 limited to quality; the same applies hereinafter in this Article)

2 The request set forth in the preceding Paragraph may only be made with respect to the delivery goods to be shipped within 30 days from and after the delivery day, and the deadline for submission of the inspection request form shall be 2:00 P.M. on the Business Day immediately preceding the date of shipment of the relevant delivery goods.

3 Upon receipt of the request pursuant to the provisions of Paragraph 1, JSCC shall conduct the inspection without delay, determine the seriousness of the deficiency and notify such determination to the parties to the delivery. In this case, the parties to the delivery may not lodge any objection to such determination.

4 If any deficiency is revealed by the inspection set forth in the preceding Paragraph, JSCC shall decide an amount of discount.

(Article 9. Delivery Costs)

Expenses arising in the event of the request for the inspection pursuant to the provisions of Paragraph 1 of the preceding Article shall be shared in accordance with the following Items:

- (1) When no deficiency is acknowledged as a result of the inspection, the warehouse storage fees for the period from the next term following the term in which the delivery day belongs to the term in which the shipment day belongs and inspection fees shall be borne by the Receiving Dojima Agricultural Futures Clearing Participant; and
- (2) When any deficiency is acknowledged as a result of the inspection, the warehouse storage

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fees for the period from the next term following the term in which the delivery day belongs to the term in which the shipment day belongs shall be borne by the Receiving Dojima Agricultural Futures Clearing Participant and the inspection fees shall be borne by the Delivering Dojima Agricultural Futures Clearing Participant.

(Article 10. Loss or Damage after the Submission of Designated Warehouse Receipts)

- 1 In cases where the delivery goods are lost or damaged after the Delivering Dojima Agricultural Futures Clearing Participant has delivered the Designated Warehouse Receipts to JSCC, but before JSCC delivers them to the Receiving Dojima Agricultural Futures Clearing Participant, the Delivering Dojima Agricultural Futures Clearing Participant shall bear the loss therefrom.
- 2 When the preceding Paragraph applies, if the Receiving Dojima Agricultural Futures Clearing Participant requests that substitute goods for the portion so lost or damaged be supplied, the Delivering Dojima Agricultural Futures Clearing Participant may not reject such request, unless such loss or damage has arisen due to any cause that is not attributable to the Delivering Dojima Agricultural Futures Clearing Participant.
- 3 When the substitute goods are to be delivered pursuant to the provisions of the preceding Paragraph, such delivery shall be performed within four (4) Business Days from and after the next day following the delivery day. When the Delivering Dojima Agricultural Futures Clearing Participant give notification to JSCC of its intention to reject the delivery by the substitute goods pursuant to the provisions of the proviso in the said Paragraph, JSCC deems that such delivery has completed, and return a portion of the Delivery Payment Amount received in advance that corresponds to the relevant amount to the Receiving Dojima Agricultural Futures Clearing Participant.

(Article 11. Penalty for Late Delivery)

The Delivering Dojima Agricultural Futures Clearing Participant who completes the delivery by supplying substitute goods as prescribed in Paragraph 2 of the preceding Article shall pay to JSCC a penalty for late delivery equivalent to 1% of the amount obtained by multiplying the delivery price prescribed by the Designated Market Operator by the delivery unit amount for the substitute portion.

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(Article 12. Cutoff Time for Collection and Payment of Delivery Expenses and Penalty for Late Delivery)

JSCC shall collect the amount of discount set forth in Paragraph 4 of Article 8, the inspection fees and the like set forth in Article 9 and the penalty for late delivery set forth in the preceding Article by noon on the day that is three (3) Business Days from and after the date of notification of the determination on the inspection, and pay such amount^{*1} to the Dojima Agricultural Futures Clearing Participant to be the counterparty to the delivery.

(*1 excluding the inspection fees)

(Article 13. Other Matters)

In addition to the matters prescribed in these Rules, handling in case of delivery and receipt of Soybeans through Early Delivery and other necessary matters concerning the delivery and receipt of Soybeans shall be prescribed in the "Soybeans (US Soybeans) Delivery Detailed Rules" of Osaka Dojima Exchange and other rules designated by JSCC.

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Section 2 Azuki

(Article 14. Matters concerning Delivery and Receipt of Azuki)

Matters concerning delivery and receipt of Azuki shall be prescribed in this Section.

(Article 15. Time of Delivery)

The cutoff time for the Delivering Dojima Agricultural Futures Clearing Participant to deliver the Designated Warehouse Receipts, and the cutoff time for the Receiving Dojima Agricultural Futures Clearing Participant to pay the Delivery Payment, shall be 1:00 P.M. on the delivery day.

(Article 16. Delivery Report)

The Delivering Dojima Agricultural Futures Clearing Participant shall submit the Delivery Report to JSCC by 4:00 P.M. on the last trading day of the current contract month*¹.

(*¹ in case of an Early Delivery, at the time of notification of such Early Delivery)

(Article 17. Requested Advance Inspection)

1 A Dojima Agricultural Futures Clearing Participant may desire to have an advance inspection of quality, weight, or packaging of delivery goods.

2 The Dojima Agricultural Futures Clearing Participant desires to have an advance inspection as set forth in the preceding Paragraph shall submit the application for the advance inspection to JSCC during the period from the day that is eleven (11) Business Days from and preceding the last trading day of the current contract month up to noon on the day that is six (6) Business Days from and preceding the last trading day of the current contract month.

3 Upon receipt of the application for advance inspection set forth in the preceding Paragraph, JSCC shall determine the seriousness of the deficiency without delay and notify such determination to the parties to the delivery. In this case, the parties to the delivery may not lodge any objection to such determination.

(Article 18. Determination of Parties to Delivery)

1 For the delivery, if there are two (2) or more Receiving Dojima Agricultural Futures Clearing Participants, JSCC shall decide the Receiving Dojima Agricultural Futures Clearing Participant

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to receive each of the Designated Warehouse Receipts by a lottery in a manner separately prescribed by JSCC and notify such decision to the parties to the delivery.

2 The Receiving Dojima Agricultural Futures Clearing Participant received the notification set forth in the preceding Paragraph shall notify JSCC of the matters prescribed by JSCC without delay.

3 The parties to the delivery or their agent may witness the lottery set forth in Paragraph 1.

4 When a Dojima Agricultural Futures Clearing Participant that is an Agency Clearing Participant allocates the delivery goods to Non-Clearing Participants, such allocation shall be made in a fair manner through a lottery or other method prescribed by the relevant Dojima Agricultural Futures Clearing Participant in advance.

(Article 19. Claim of Deficient Delivery Goods)

1 If, for delivery goods, it is recognized that quality does not meet requirements, the weight is short, there are problems with packaging, or there are other problems, the Receiving Dojima Agricultural Futures Clearing Participant may file a claim of deficiency to JSCC; provided, however, that no claim of deficiency may be filed in respect of the delivery goods subject to the advance inspection pursuant to the provisions of Paragraph 1 of Article 17 in respect of the matters that were the causes for such advance inspection.

2 To file a claim of deficiency set forth in the preceding Paragraph, the document containing the details stated in the Delivery Report prescribed in Article 16 and the reason for the claim shall be submitted to JSCC by 2:00 P.M. on the day that is three (3) Business Days from and after the delivery day.

3 Upon receipt of the claim of deficiency set forth in Paragraph 1, JSCC shall determine the seriousness of the deficiency without delay and notify such determination to the parties to the delivery. In this case, the parties to the delivery may not lodge any objection to such determination.

4 When JSCC deems it necessary, it may extend the deadline for filing a claim of deficiency set forth in Paragraph 2.

(Article 20. Handling of Claim of Deficient Delivery Goods)

When a deficiency is acknowledged pursuant to the provisions of the preceding Article, JSCC

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shall handle such deficiency in the following manner:

- (1) When the deficiency is immaterial and JSCC determines that it would not cause any problem if the delivery were completed based on a price discount, JSCC shall determine the amount of discount and cause the delivery to be completed;
- (2) When the deficiency is material and the delivery goods are not considered to be suitable for delivery, JSCC shall cause the Delivering Dojima Agricultural Futures Clearing Participant to supply substitute delivery goods within four (4) Business days from and after the date of notification set forth in Paragraph 3 of the preceding Article;
- (3) A supply of the substitute delivery goods pursuant to the provisions of the preceding Item shall be made only once, and, when the Delivering Dojima Agricultural Futures Clearing Participant supplied the substitute goods, JSCC shall conduct the inspection without delay, determine whether or not such substitute goods are suitable for delivery^{*1}, and cause the delivery to be completed if it is determined to be suitable. In this case, the parties to the delivery may not lodge any objection to JSCC's determination.
(^{*1} and if JSCC determines that it would not cause any problem if the delivery were completed by a price discount, determine the amount of discount)
- (4) When the Delivering Dojima Agricultural Futures Clearing Participant fails to supply the substitute delivery goods pursuant to the provisions of Item (2) or when the supplied substitute goods are considered unsuitable for delivery, it shall be deemed that the Delivering Dojima Agricultural Futures Clearing Participant never supplied any delivery goods.

(Article 21. Delivery Costs)

Expenses arising in the event of the claim of deficiency pursuant to the provisions of Paragraph 1 of Article 19 shall be shared in accordance with the following Items:

- (1) As to a portion for which the claim of deficiency is unsuccessful as a result of the inspection, the warehouse storage fees for the period from the next term following the term in which the delivery day belongs to the completion of the inspection and the inspection fees shall be borne by the Receiving Dojima Agricultural Futures Clearing Participant;
- (2) As to a portion for which the delivery is caused to be completed through a price discount pursuant to the provisions of Item (1) of the preceding Article, the warehouse storage fees for the period up to the completion of the delivery shall be borne by the Receiving Dojima

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Agricultural Futures Clearing Participant and the inspection fees shall be borne by the Delivering Dojima Agricultural Futures Clearing Participant;

- (3) When the delivery is to be completed by a supply of substitute goods pursuant to the provisions of Item (2) of the preceding Article, the inspection fees for the delivery goods recognized to be unsuitable for delivery, and, as to the substitute goods, the warehouse storage fee up to the completion of the delivery and the inspection fees shall be borne by the Delivering Dojima Agricultural Futures Clearing Participant; and
- (4) In the case prescribed in Item (4) of the preceding Article, the inspection fees shall be borne by the Delivering Dojima Agricultural Futures Clearing Participant.

(Article 22. Loss or Damage after the Submission of Designated Warehouse Receipts)

- 1 In cases where the delivery goods are lost or damaged after the Delivering Dojima Agricultural Futures Clearing Participant has delivered the Designated Warehouse Receipts to JSCC, but before JSCC delivers them to the Receiving Dojima Agricultural Futures Clearing Participant, the Delivering Dojima Agricultural Futures Clearing Participant shall bear the loss therefrom.
- 2 When the preceding Paragraph applies, if the Receiving Dojima Agricultural Futures Clearing Participant requests that substitute goods for the portion so lost or damaged be supplied, the Delivering Dojima Agricultural Futures Clearing Participant may not reject such request, unless such loss or damage has arisen due to any cause that is not attributable to the Delivering Dojima Agricultural Futures Clearing Participant.
- 3 When the substitute goods are to be supplied pursuant to the provisions of the preceding Paragraph, such delivery shall be performed within four (4) Business Days from and after the next day following the delivery day. When the Delivering Dojima Agricultural Futures Clearing Participant gives notification to JSCC of its intention to reject the delivery by the substitute goods pursuant to the provisions of the proviso in the said Paragraph, JSCC deems that such delivery has completed, and return a portion of the Delivery Payment Amount received in advance that corresponds to the relevant amount to the Receiving Dojima Agricultural Futures Clearing Participant.

(Article 23. Penalty for Late Delivery)

The Delivering Dojima Agricultural Futures Clearing Participant who completes the delivery by

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supplying substitute goods as prescribed in Item (3) of Article 20 and Paragraph 2 of the preceding Article shall pay to JSCC a penalty for late delivery equivalent to 1% of the amount obtained by multiplying the delivery price prescribed by the Designated Market Operator by the delivery unit amount for the substitute portion.

(Article 24. Cutoff Time for Collection and Payment of Delivery Expenses and Penalty for Late Delivery)

JSCC shall collect the amount of discount set forth in Item (1) and Item (3) of Article 20, the differences and the like that may arise pursuant to the provisions of Item (2) of the said Article, the inspection fees set forth in Article 21 and the penalty for late delivery set forth in the preceding Article by noon on the day that is three (3) Business Days from and after the date of notification of the determination on the inspection, and pay such amount^{*1} to the Dojima Agricultural Futures Clearing Participant to be the counterparty to the delivery.

(*1 excluding the inspection fees)

(Article 25. Other Matters)

In addition to the matters prescribed in these Rules, handling in case of delivery and receipt of Azuki through Early Delivery and other necessary matters concerning the delivery and receipt of Azuki shall be prescribed in the rules listed below:

- (1) "Azuki Delivery Detailed Rules" of Osaka Dojima Exchange; and
- (2) Other rules designated by JSCC.

Section 3 Corn

(Article 26. Matters concerning Delivery and Receipt of Corn)

Matters concerning delivery and receipt of Corn shall be prescribed in this Section.

(Article 27. Time of Delivery)

The cutoff time for the Delivering Dojima Agricultural Futures Clearing Participant to submit the delivery documents, and the cutoff time for the Receiving Dojima Agricultural Futures Clearing Participant to pay the Delivery Payment Amount, shall be 1:00 P.M. on the delivery day.

(Article 28. Delivery Report)

The Delivering Dojima Agricultural Futures Clearing Participant and the Receiving Dojima Agricultural Futures Clearing Participant shall submit the Delivery Report separately prescribed by JSCC and other required documents to JSCC by 4:00 P.M. on the last trading day of the current contract month.

(Article 29. Submission of Delivery Documents)

1 The Delivering Dojima Agricultural Futures Clearing Participant shall submit the delivery documents listed below to JSCC:

- (1) Bill of lading, delivery order, or private delivery order;
- (2) Invoice;
- (3) Debit note; and
- (4) Other documents separately prescribed by JSCC.

2 The delivery documents prescribed in Paragraph 1 must contain full description of the matters separately prescribed by JSCC.

(Article 30. Determination of Counterparty to Delivery)

1 If there are two (2) or more Receiving Dojima Agricultural Futures Clearing Participants, JSCC shall decide the Receiving Dojima Agricultural Futures Clearing Participant for each of the delivery goods through a method separately prescribed by JSCC and notify such decision to the parties to the delivery.

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2 The Dojima Agricultural Futures Clearing Participant received the notification of the preceding Paragraph shall notify JSCC of the matters prescribed by JSCC without delay.

3 The parties to the delivery or their agent may witness the process of the decision set forth in Paragraph 1.

(Article 31. Agreement on Port of Delivery)

When the parties to the delivery determined pursuant to the provisions of the preceding Article agreed on a how to cargo delivery at the berth which the Designated Market Operator permits as a port to perform a delivery with an agreement of the parties to an Early Delivery or delivery, they must notify that effect to JSCC.

(Article 32. Delivery Report and Notification of Stevedoring Conference)

1 The Delivering Dojima Agricultural Futures Clearing Participant shall hold a stevedoring conference by the day that is four (4) days^{*1} preceding the scheduled date of the carrying vessel's entry to the delivery port, and must submit the Delivery Report and notify the scheduled date of the stevedoring conference to JSCC by the day that is two (2) Business Days preceding such scheduled date of meeting.

(*1 excluding Non-Business Days)

2 Upon receipt of the notification of the preceding Paragraph, JSCC shall promptly notify that effect to the Receiving Dojima Agricultural Futures Clearing Participant.

(Article 33. Stevedoring conference)

1 At the stevedoring conference, decisions on how the goods will be unloaded made upon mutual consultation between the parties to the delivery.

2 Matters necessary for the stevedoring conference set forth in the preceding Paragraph shall be separately prescribed by JSCC.

(Article 34. Notice of Details of Stevedoring and Notification of Scheduled Cargo Delivery Day)

1 The Delivering Dojima Agricultural Futures Clearing Participant must submit the notice of details of stevedoring separately prescribed by JSCC and notify the expected delivery day by the day^{*1} that is three (3) days^{*2} preceding the initially scheduled delivery day.

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(*¹ if such day falls on a Non-Business Day, it shall be the immediately following Business Day)

(*² excluding Non-Business Days)

- 2 Upon receipt of the notification of the preceding Paragraph, JSCC shall provide the notice of details of stevedoring with, and notify the expected delivery day related to such notification to, the Receiving Dojima Agricultural Futures Clearing Participant without delay.
- 3 Upon completion of unloading, the Receiving Dojima Agricultural Futures Clearing Participant shall notify JSCC of such effect without delay.

(Article 35. Adjustment Due to Differences in Weight of Delivery Goods)

- 1 The Delivering Dojima Agricultural Futures Clearing Participant shall notify JSCC of the net landing weight determined by an inspection organization designated by the Designated Market Operator without delay.
- 2 If there is an excess or shortfall between the net landing weight notified pursuant to the provisions of the preceding Paragraph and the delivery weight, an adjustment shall be made in a manner separately prescribed by JSCC.
- 3 JSCC shall settle an amount related to the excess or shortfall calculated pursuant to the provisions of the preceding Paragraph with the respective party to the delivery in a manner separately prescribed by JSCC.

(Article 36. Handling of Deficient Delivery Goods)

If there is a recognized problem with the delivery goods, such as water damage or steam damage, the issue shall be resolved by submitting a claim for compensation against the marine insurance.

(Article 37. Handling of Marine Accident and the Like)

In the event that the delivery goods are lost due to marine accident, such as a sinking of the carrying vessel carrying the delivery goods of the Delivering Dojima Agricultural Futures Clearing Participant, JSCC shall handle such accident in a manner separately prescribed by JSCC; provided, however, that JSCC shall handle such accident only when it involves the delivery goods of which the Delivery Report set forth in Article 32 had been submitted to JSCC on or before the date and time of the occurrence of such marine accident.

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(Article 38. Handling of Inability to Deliver)

In the event that a loading to a ship or carriage of the delivery goods cannot be performed due to any cause not attributable to the Delivering Dojima Agricultural Futures Clearing Participant, or a delivery cannot be performed due to other cause, such as laws and regulations or administrative sanctions, JSCC shall handle such event in a manner separately prescribed by JSCC; provided, however, that JSCC shall handle such incident only when it involves the delivery goods of which the Delivery Report set forth in Article 32 had been submitted to JSCC on or before its occurrence.

(Article 39. Sharing of Costs associated with Unloading)

- 1 Sharing of costs related to unloading of the delivery goods shall be separately prescribed by JSCC.
- 2 The parties to the delivery determined pursuant to the provisions of Article 30 shall have cargo unloaded in a manner that conforms to joint unloading, which is the established business practice for normal corn importing operations.
- 3 If the Delivering Dojima Agricultural Futures Clearing Participant receives a request from the Receiving Dojima Agricultural Futures Clearing Participant regarding matters, such as import operations and marine insurance compensation, these shall be settled in accordance with the established business practices.

(Article 40. Dispute Settlement)

When any doubt or dispute arises in respect of a delivery, neither Delivering Dojima Agricultural Futures Clearing Participant nor Receiving Dojima Agricultural Futures Clearing Participant may lodge any objection to the JSCC's decision.

(Article 41. Other Matters)

In addition to the matters prescribed in these Rules, handling in case of delivery and receipt of Corn through Early Delivery and other necessary matters concerning the delivery and receipt of Corn shall be prescribed in the rules listed below:

- (1) "Corn Delivery Detailed Rules" of Osaka Dojima Exchange; and
- (2) Other rules designated by JSCC.

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Section 4 Deleted

Articles 42 to 55 Deleted

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Section 5 Raw Sugar

(Article 56. Matters concerning Delivery and Receipt of Raw Sugar)

Matters concerning delivery and receipt of Raw Sugar shall be prescribed in this Section.

(Article 57. Notification of Port of Delivery)

1 The Receiving Dojima Sugar Futures Clearing Participant^{*1} designated the delivery port (berth) pursuant to the rules prescribed by the Designated Market Operator shall notify JSCC of the name of the designated delivery port (berth)^{*2} and the delivery amount by 3:00 P.M. on the next Business Day following the last trading day of the current contract month.

(^{*1} referring to the Dojima Sugar Futures Clearing Participant receiving the delivery goods; the same applies hereinafter)

(^{*2} hereinafter referred to as "Designated Delivery Port (Berth)" in this Section)

2 No change may be made to the notification set forth in the preceding Paragraph.

3 Upon receipt of the notification of Paragraph 1, JSCC shall notify the Dojima Sugar Futures Clearing Participant delivering the delivery goods^{*1} of that effect without delay.

(^{*1} hereinafter referred to as "Delivering Dojima Sugar Futures Clearing Participant")

(Article 58. Determination of Delivering Dojima Sugar Futures Clearing Participant at Designated Delivery Port (Berth))

1 If there are two or more Delivering Dojima Sugar Futures Clearing Participants received the notification set forth in Paragraph 3 of the preceding Article, the Delivering Dojima Sugar Futures Clearing Participant at the Designated Delivery Port (Berth) and the amount to be delivered by such Delivering Dojima Sugar Futures Clearing Participant shall be determined by the day that is eleven (11) days from and preceding the date of initial cargo delivery day through consultation among the relevant Delivering Dojima Sugar Futures Clearing Participants through a method separately prescribed by JSCC.

2 When the Delivering Dojima Sugar Futures Clearing Participant at the Designated Delivery Port (Berth) and the amount to be delivered by such Delivering Dojima Sugar Futures Clearing Participant have not been decided through the consultation of the preceding Paragraph, it shall be decided by JSCC

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(Article 59. Delivery Report)

The Delivering Dojima Sugar Futures Clearing Participant must submit the Delivery Report to JSCC in a manner prescribed by JSCC by noon on the earlier of the day that is eight (8) Business Days from and preceding the day of the first arrival of the carrying vessel at one of the port in Japan^{*1} and the day that is two (2) Business Days preceding the scheduled date for the stevedoring conference separately prescribed by JSCC.

(*1 for Taiwan Sugar, at the date and time separately prescribed by JSCC)

(Article 60. Determination of Parties to Delivery)

1 Upon receipt of the notification pursuant to the provisions of the preceding Article, JSCC shall notify such effect to the Receiving Dojima Sugar Futures Clearing Participant^{*1} without delay.

(*1 when such notification relates to the Designated Delivery Port (Berth), the Receiving Dojima Sugar Futures Clearing Participant made such designation; the same applies hereinafter in this Article)

2 The Receiving Dojima Sugar Futures Clearing Participant received the notification of the preceding Paragraph must notify JSCC of its desired lot.

3 For the lot without any competing notification of the preceding Paragraph, the party submitted such notification shall be decided to be the party to the delivery, and for the lot with any competing notification, the party to the delivery shall be decided through a method prescribed by JSCC.

4 For the lot of the Delivering Dojima Sugar Futures Clearing Participant for which the notification pursuant to Paragraph 2 has not submitted, the party to the delivery shall be decided from among the Receiving Dojima Sugar Futures Clearing Participants to be its counterparty through a method prescribed by JSCC.

5 When a Dojima Sugar Futures Clearing Participant that is an Agency Clearing Participant allocates the delivery goods to Non-Clearing Participants, such allocation shall be made in a fair manner through a lottery or other method prescribed by the relevant Dojima Sugar Futures Clearing Participant in advance.

(Article 61. Submission of Delivery Documents and Date and Time of Delivery)

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1 The Delivering Dojima Sugar Futures Clearing Participant shall submit the delivery documents JSCC considers necessary from those listed below to JSCC or an entity designated by JSCC:

- (1) Bill of lading or delivery order;
- (2) Copy of the charter contract;
- (3) Copy of the insurance policy or proof of policy; and
- (4) Other documents separately prescribed by JSCC.

2 The cutoff time for the Delivering Dojima Sugar Futures Clearing Participant to submit the delivery documents, and the cutoff time for the Receiving Dojima Sugar Futures Clearing Participant to pay the Delivery Payment Amount, shall be 1:00 P.M. on the delivery day.

3 The delivery documents prescribed in Paragraph 1 must contain full description of the matters separately prescribed by JSCC.

4 Upon completion of unloading, the Receiving Dojima Sugar Futures Clearing Participant shall notify JSCC of such effect without delay.

(Article 62. Adjustments Due to Differences in Weight of Delivery Goods and Sugar Polarization)

1 The Receiving Dojima Agricultural Futures Clearing Participant shall notify JSCC of the net landing weight and the sugar polarization determined using standards separately prescribed by JSCC without delay.

2 If there is an excess or shortfall between the net landing weight notified pursuant to the provisions of the preceding Paragraph and the delivery weight, an adjustment shall be made in a manner separately prescribed by JSCC.

3 If there is a difference between the sugar polarization reported as prescribed in Paragraph 1 and the sugar polarization of the standard product prescribed in the grading table prescribed by the Designated Market Operator, a sugar polarization differential shall be calculated by applying the addition or deduction rate prescribed in the said grading table to the amount obtained by deducting the amount equivalent to marine insurance premium and the amount equivalent to marine freight from the delivery price.

4 JSCC shall settle the amount calculated pursuant to the provisions of the preceding two Paragraphs with the Delivering Dojima Sugar Futures Clearing Participant and the Receiving Dojima Sugar Futures Clearing Participant, respectively.

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(Article 63. Handling of Deficient Delivery Goods)

If there is a recognized problem with the delivery goods, such as having been wet by rain, having been contaminated by oil or other problem, the issue shall be resolved by submitting a claim for compensation against the marine insurance.

(Article 64. Handling of Marine Accident and the Like)

In the event that the delivery goods are lost due to marine accident, such as a sinking of the carrying vessel carrying the delivery goods of the Delivering Dojima Sugar Futures Clearing Participant, JSCC shall handle such accident in a manner separately prescribed by JSCC; provided, however, that JSCC shall handle such accident only when it involves the delivery goods of which the country of origin, name of carrying vessel and the amount had been notified to JSCC on or before the date and time of the occurrence of such marine accident.

(Article 65. Handling of Inability to Deliver)

In the event that a loading to a ship or carriage of Raw Sugar cannot be performed due to any cause not attributable to the Delivering Dojima Sugar Futures Clearing Participant, or a delivery cannot be performed due to other cause, such as laws and regulations or administrative sanctions, JSCC shall handle such event as separately prescribed by JSCC; provided, however, that JSCC shall handle such incident only when it involves the delivery goods of which the country of origin and the amount had been notified to JSCC on or before its occurrence.

(Article 66. Obligations associated with Unloading)

- 1 The unloading costs, port surcharges, early dispatch fees, demurrage and the like related to the delivery goods shall be handled in a manner separately prescribed by JSCC.
- 2 The parties to the delivery decided pursuant to the provisions of Article 60 shall have the Raw Sugar unloaded in a manner that conforms to joint unloading, which is the established business practice for normal raw centrifugal cane sugar importing operations.
- 3 If the Delivering Dojima Sugar Futures Clearing Participant receives a request from the Receiving Dojima Sugar Futures Clearing Participant regarding matters such as importing operations and marine insurance compensation, these shall be settled in accordance with the established business practices.

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(Article 67. Dispute Settlement)

When any doubt or dispute arises in respect of a delivery, neither Delivering Dojima Sugar Futures Clearing Participant nor Receiving Dojima Sugar Futures Clearing Participant may lodge an objection to JSCC's decision.

(Article 68. Other Matters)

In addition to the matters prescribed in these Rules, handling in case of delivery and receipt of Raw Sugar through Early Delivery and other necessary matters concerning the delivery and receipt of Raw Sugar shall be prescribed in the rules listed below:

- (1) "Raw Sugar Delivery Detailed Rules" of Osaka Dojima Exchange; and
- (2) Other rules designated by JSCC.

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Chapter 3 Miscellaneous Provisions

(Article 69. Method of Settlement by Delivery)

1 A delivery and receipt of the Physical Settlement Futures Contracts^{*1} shall be made through a method in which the Clearing Participant delivering the delivery goods^{*2} submits the Designated Warehouse Receipts which it may dispose of to JSCC, and the Clearing Participant receiving the delivery goods^{*3} pays the Deliver Payment Amount and an amount equivalent to consumption tax imposed on the delivery to JSCC.

(*1 limited to those relating to Soybean and Azuki)

(*2 hereinafter referred to as "Delivering Clearing Participant")

(*3 hereinafter referred to as "Receiving Clearing Participant")

2 A delivery and receipt of the Physical Settlement Futures Contracts^{*1} shall be made through a method in which the Delivering Clearing Participant submits the delivery documents set forth in Article 29 to JSCC, in case of Corn, or submits the delivery documents set forth in Article 61 to JSCC or an entity designated by JSCC, in case of Raw Sugar, and the Receiving Clearing Participant pays the Deliver Payment Amount to JSCC.

(*1 limited to those relating to Corn and Raw Sugar)

3 Upon receipt of the Delivery Payment Amount and the amount of consumption tax imposed on the delivery, or the Delivery Payment Amount, from the Receiving Clearing Participant, JSCC shall deliver the Designated Warehouse Receipts or the delivery documents to the Receiving Clearing Participant, and pay the Delivery Payment Amount and the amount of consumption tax imposed on the delivery, or the Delivery Payment Amount, to the Delivering Clearing Participant; provided, however, that, in case of Raw Sugar, such delivery and payment shall be made by 1:00 P.M. on the next Business Day following the submission of the notification set forth in Paragraph 4 of Article 61 from the Receiving Clearing Participant to JSCC.

Supplementary Provisions

1 These Rules shall come into effect on July 27, 2020.

2 In addition to the matters prescribed in these Rules, matters necessary for the settlement by delivery shall be set by JSCC at each applicable occasion.

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Supplementary Provisions

These revised Rules shall come into effect on November 10, 2020.

Supplementary Provisions

These revised Rules shall come into effect on April 1, 2021.

Supplementary Provisions

These revised Rules shall come into effect on the later of (i) the date on which the amendment to the Articles of Incorporation of Osaka Dojima Commodity Exchange, Inc. related to its trade name change becomes effective, and (ii) the date on which the authorizations of the Minister of Agriculture, Forestry and Fisheries and the Minister of Economy, Trade and Industry are granted.

Supplementary Provisions

1. These revised Rules shall come into effect on June 23, 2022.
2. These revised Rules shall not apply to the delivery of Rice 2022 June contract month.

Supplementary Provisions

1. These revised Rules shall come into effect on November 23, 2023.
2. With respect to the settlement by delivery of rice conducted before the effective date of these revisions, the provisions of Articles 48 to 53 before the revision shall remain effective after these revised Rules come into effect.