

# デリバティブ取引における取引制度の一部見直し等に伴う業務規程等 の一部改正新旧対照表等

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業務規程の一部改正新旧対照表

新	旧
<p>(取引の対象)</p> <p>第5条 指数先物取引の対象は、次の各号に掲げる指数とする。</p> <p>(1) ～ (9) (略)</p> <p>(削る)</p> <p><u>(10)</u> (略)</p> <p><u>(11)</u> (略)</p> <p><u>(12)</u> (略)</p> <p><u>(13)</u> (略)</p> <p><u>(14)</u> (略)</p> <p><u>(15)</u> (略)</p> <p>(限月取引及びその数)</p> <p>第7条 指数先物取引は、次の各号に掲げる取引対象指数（指数先物取引の対象の指数をいう。以下同じ。）ごとに当該各号に定める取引日を取引最終日とする限月取引に区分して行うものとする。</p> <p>(1) ・ (2) (略)</p> <p>(削る)</p> <p><u>(3)</u> (略)</p> <p><u>(4)</u> (略)</p> <p><u>(5)</u> (略)</p> <p><u>(6)</u> (略)</p> <p>2 限月取引の数及びその期間は、次の各号に掲げる取引対象指数の区分に従い、当該各号に定めるところによる。</p> <p>(1) 日経平均</p> <p>a Large取引</p> <p>3月、6月、9月及び12月の限月取引（以下「特定限月取引」という。）の<u>19</u></p>	<p>(取引の対象)</p> <p>第5条 指数先物取引の対象は、次の各号に掲げる指数とする。</p> <p>(1) ～ (9) (略)</p> <p><u>(10) Nifty 50 (National Stock Exchange of India Limited (以下「NSE」という。)) に上場されている銘柄のうち India Index Services &amp; Products Limited (以下「IISL」という。)) が選定した50銘柄を対象とする浮動株時価総額方式の株価指数であって、IISLが算出するものをいう。以下同じ。)</u></p> <p><u>(11)</u> (略)</p> <p><u>(12)</u> (略)</p> <p><u>(13)</u> (略)</p> <p><u>(14)</u> (略)</p> <p><u>(15)</u> (略)</p> <p><u>(16)</u> (略)</p> <p>(限月取引及びその数)</p> <p>第7条 指数先物取引は、次の各号に掲げる取引対象指数（指数先物取引の対象の指数をいう。以下同じ。）ごとに当該各号に定める取引日を取引最終日とする限月取引に区分して行うものとする。</p> <p>(1) ・ (2) (略)</p> <p><u>(3) Nifty 50</u>  <u>毎月の最終木曜日（休業日又はインド共和国における該当日がNifty 50が算出されない予定の日にあたる場合は、順次繰り上げる。）に終了する取引日</u></p> <p><u>(4)</u> (略)</p> <p><u>(5)</u> (略)</p> <p><u>(6)</u> (略)</p> <p><u>(7)</u> (略)</p> <p>2 限月取引の数及びその期間は、次の各号に掲げる取引対象指数の区分に従い、当該各号に定めるところによる。</p> <p>(1) 日経平均</p> <p>a Large取引</p> <p>3月、6月、9月及び12月の限月取引（以下「特定限月取引」という。）の<u>13</u></p>

<p>限月取引制とし、各限月取引の期間は、6月及び12月の各限月取引については<u>8</u>年、3月及び9月の各限月取引については1年6か月とする。</p> <p>b (略)</p> <p>(2) ～ (5) (略)</p> <p>(削る)</p> <p><u>(6)</u> (略)</p> <p><u>(7)</u> (略)</p> <p><u>(8)</u> (略)</p> <p><u>(9)</u> (略)</p> <p>3 ～ 5 (略)</p> <p>(限月取引及びその数)</p> <p>第15条 (略)</p> <p>2 前項に規定する限月取引の数及びその期間は、次の各号に掲げる取引対象オプションの区分に従い、当該各号に定めるところによる。</p> <p>(1) 日経平均オプション</p> <p>a 通常限月取引</p> <p>特定限月取引の<u>19</u>限月取引（通常限月取引に限る。）及び当該特定限月取引以外の直近の6限月取引（通常限月取引に限る。）の<u>25</u>限月取引制とし、各限月取引の期間は、特定限月取引については8年（3月及び9月の各限月取引については1年6か月）とし、特定限月取引以外の各限月取引については9か月とする。</p> <p>b・c (略)</p> <p>(2)・(3) (略)</p> <p>3・4 (略)</p> <p>(呼値)</p> <p>第26条 (略)</p> <p>2 ～ 7 (略)</p> <p>8 呼値の単位は、次の各号に掲げる市場デリバティブ取引の区分に従い、当該各号に定めるところによる。</p> <p>(1) (略)</p> <p>(2) 指数先物取引</p> <p>a ～ e (略)</p> <p>f 東証マザーズ指数、NYダウ及び台湾加権指数</p>	<p>限月取引制とし、各限月取引の期間は、6月及び12月の各限月取引については<u>5</u>年、3月及び9月の各限月取引については1年6か月とする。</p> <p>b (略)</p> <p>(2) ～ (5) (略)</p> <p><u>(6)</u> <u>Nifty 50</u></p> <p><u>各月の限月取引の3限月取引制とし、各限月取引の期間は3か月とする。</u></p> <p><u>(7)</u> (略)</p> <p><u>(8)</u> (略)</p> <p><u>(9)</u> (略)</p> <p><u>(10)</u> (略)</p> <p>3 ～ 5 (略)</p> <p>(限月取引及びその数)</p> <p>第15条 (略)</p> <p>2 前項に規定する限月取引の数及びその期間は、次の各号に掲げる取引対象オプションの区分に従い、当該各号に定めるところによる。</p> <p>(1) 日経平均オプション</p> <p>a 通常限月取引</p> <p>特定限月取引の<u>13</u>限月取引（通常限月取引に限る。）及び当該特定限月取引以外の直近の6限月取引（通常限月取引に限る。）の<u>19</u>限月取引制とし、各限月取引の期間は、特定限月取引については5年（3月及び9月の各限月取引については1年6か月）とし、特定限月取引以外の各限月取引については9か月とする。</p> <p>b・c (略)</p> <p>(2)・(3) (略)</p> <p>3・4 (略)</p> <p>(呼値)</p> <p>第26条 (略)</p> <p>2 ～ 7 (略)</p> <p>8 呼値の単位は、次の各号に掲げる市場デリバティブ取引の区分に従い、当該各号に定めるところによる。</p> <p>(1) (略)</p> <p>(2) 指数先物取引</p> <p>a ～ e (略)</p> <p>f 東証マザーズ指数、NYダウ、<u>Nifty 50</u>及び台湾加権指数</p>
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<p>1ポイントとする。ただし、東証マザーズ指数に係るストラテジー取引については、0.1ポイントとする。</p> <p>g～i (略)</p> <p>(3)・(4) (略)</p> <p>(5) 指数オプション取引</p> <p>a 日経平均オプション 呼値が<u>100</u>円以下の場合は1円、<u>100</u>円を超え1,000円以下の場合は5円、1,000円を超える場合は10円とする。ただし、ストラテジー取引については1円とする。</p> <p>b・c (略)</p> <p>9～12 (略)</p> <p>(取引単位)</p> <p>第29条 取引単位は、次の各号に掲げる市場デリバティブ取引の区分に従い、当該各号に定めるところによる。</p> <p>(1) (略)</p> <p>(2) 指数先物取引 次のaからfまでに掲げる取引対象指数の区分に従い、当該aからfまでに定める額に取引対象指数の数値を乗じて得た額を1単位として行う。</p> <p>a～e (略)</p> <p>f NYダウ、台湾加権指数及びFTSE中国50インデックス 100円</p> <p>(3)～(5) (略)</p> <p>(受渡決済)</p> <p>第34条の3 Large取引の各限月取引について、最終売建玉（売建玉のうち、取引最終日の翌日までの間に決済が行われなかったものをいう。以下同じ。）又は最終買建玉（買建玉のうち取引最終日の翌日までの間に決済が行われなかったものをいう。以下同じ。）については、当該限月取引の受渡決済期日において当該最終売建玉及び当該最終買建玉の受渡決済（受渡決済代金及び国債証券を授受することにより決済することをいう。以下同じ。）を行う。</p>	<p>1ポイントとする。ただし、東証マザーズ指数に係るストラテジー取引については、0.1ポイントとする。</p> <p>g～i (略)</p> <p>(3)・(4) (略)</p> <p>(5) 指数オプション取引</p> <p>a 日経平均オプション 呼値が<u>50</u>円以下の場合は1円、<u>50</u>円を超え1,000円以下の場合は5円、1,000円を超える場合は10円とする。ただし、ストラテジー取引については1円とする。</p> <p>b・c (略)</p> <p>9～12 (略)</p> <p>(取引単位)</p> <p>第29条 取引単位は、次の各号に掲げる市場デリバティブ取引の区分に従い、当該各号に定めるところによる。</p> <p>(1) (略)</p> <p>(2) 指数先物取引 次のaからfまでに掲げる取引対象指数の区分に従い、当該aからfまでに定める額に取引対象指数の数値を乗じて得た額を1単位として行う。</p> <p>a～e (略)</p> <p>f NYダウ、<u>Nifty 50</u>、台湾加権指数及びFTSE中国50インデックス 100円</p> <p>(3)～(5) (略)</p> <p>(受渡決済)</p> <p>第34条の3 Large取引の各限月取引について、最終売建玉（売建玉のうち、取引最終日までの間に買戻しが行われなかったもののうち取引最終日の翌日に決済（買戻しによるものを除く。）が行われなかったものをいう。以下同じ。）又は最終買建玉（買建玉のうち取引最終日までの間に転売が行われなかったもののうち取引最終日の翌日に決済（転売によるものを除く。）が行われなかったものをいう。以下同じ。）については、当該限月取引の受渡決済期日において当該最終売建玉及び当該最終買建玉の受渡決済（受渡決済代金及び国債証券を授受することにより決済することをいう。以下同じ。）を行う。</p>
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<p>(最終決済)</p> <p>第34条の9 Mini取引の各限月取引について、取引最終日の翌日までの間に決済が行われなかった建玉については、次条に基づき最終清算数値を定める日の翌日（以下「最終決済期日」という。）に同条に規定する最終清算数値による決済（以下「最終決済」という。）を行う。</p> <p>(最終決済)</p> <p>第35条 取引参加者は、指数先物取引の各限月取引について取引最終日の翌日までの間に決済が行われなかった建玉については、当該限月取引の最終決済期日に次条に規定する最終清算数値による決済を行うものとする。</p> <p>(最終清算数値)</p> <p>第36条 最終清算数値は、取引最終日の終了する日の翌日に定めるものとし、次の各号に掲げる取引対象指数の区分に従い、当該各号に定めるところにより算出した特別な指数又は数値（以下「特別清算数値」という。）とする。</p> <p>(1)～(3) (略)</p> <p>(削る)</p> <p>(4) (略)</p> <p>(5) (略)</p> <p>(6) (略)</p> <p>(7) (略)</p> <p>2 前項の規定にかかわらず、次の各号に掲げる取引対象指数の区分に従い、当該各号のいずれかに該当した場合で本所が必要と認めるときにおける最終清算数値は、本所がその都度定める日に、本所がその都度定める。</p> <p>(1)・(2) (略)</p> <p>(3) NYダウ及び台湾加権指数 取引最終日の終了する日の翌日の日中立会終了時までには本国取引（NYダウにあっては前項第3号、台湾加権指数にあっては同項第</p>	<p>(最終決済)</p> <p>第34条の9 Mini取引の各限月取引について、取引最終日までの間に転売又は買戻しが行われなかった建玉については、次条に基づき最終清算数値を定める日の翌日（以下「最終決済期日」という。）に同条に規定する最終清算数値による決済（以下「最終決済」という。）を行う。</p> <p>(最終決済)</p> <p>第35条 取引参加者は、指数先物取引の各限月取引について取引最終日までの間に転売又は買戻しが行われなかった建玉については、当該限月取引の最終決済期日に次条に規定する最終清算数値による決済を行うものとする。</p> <p>(最終清算数値)</p> <p>第36条 最終清算数値は、取引最終日の終了する日の翌日に定めるものとし、次の各号に掲げる取引対象指数の区分に従い、当該各号に定めるところにより算出した特別な指数又は数値（以下「特別清算数値」という。）とする。</p> <p>(1)～(3) (略)</p> <p>(4) <u>Nifty 50</u> 本国取引（NSEが開設する外国金融商品市場において取引されているNifty 50を対象とした指数先物取引に類似の取引であって、取引最終日の属する月が本所インドNifty 50先物取引（本所が開設する金融商品市場において取引されているNifty 50を対象とする指数先物取引をいう。）における限月取引と同じ限月取引をいう。）の最終清算数値としてIISLが算出する指数</p> <p>(5) (略)</p> <p>(6) (略)</p> <p>(7) (略)</p> <p>(8) (略)</p> <p>2 前項の規定にかかわらず、次の各号に掲げる取引対象指数の区分に従い、当該各号のいずれかに該当した場合で本所が必要と認めるときにおける最終清算数値は、本所がその都度定める日に、本所がその都度定める。</p> <p>(1)・(2) (略)</p> <p>(3) NYダウ、<u>Nifty 50</u>及び台湾加権指数 取引最終日の終了する日の翌日の日中立会終了時までには本国取引（NYダウにあっては</p>
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<p><u>4号</u>に規定する本国取引をいう。)の最終清算数値が算出されなかった場合</p> <p>(4)・(5) (略)</p> <p>3・4 (略)</p> <p style="text-align: center;">付 則</p> <p>この改正規定は、平成30年7月17日から施行する。ただし、第7条第2項第1号a、第15条第2項第1号a及び第26条第8項第5号aの改正規定は、売買システムの稼働に支障が生じた場合その他やむを得ない事由により、平成30年7月17日から施行することが適当でないと本所が認める場合には、同日後の本所が定める日から施行する。</p>	<p>前項第3号、<u>Nifty 50</u>にあつては同項第4号、台湾加権指数にあつては同項第5号に規定する本国取引をいう。)の最終清算数値が算出されなかった場合</p> <p>(4)・(5) (略)</p> <p>3・4 (略)</p>
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受託契約準則の一部改正新旧対照表

新	旧
<p>(先物・オプション取引口座の設定等)</p> <p>第5条 (略)</p> <p>2 顧客は、前項の申込みにつき、取引参加者の承諾を受けた場合には、取引所が定める様式による先物・オプション取引口座設定約諾書に所定事項を記載し、これに署名又は記名押印して、取引参加者に差し入れるものとする。<u>この場合において、英語様式による先物・オプション取引口座設定約諾書を用いるときは、取引参加者の同意を得るものとする。</u></p> <p>3～5 (略)</p> <p>(顧客の権利行使に対する取引参加者の信用供与)</p> <p>第26条 (略)</p> <p>2 (略)</p> <p>3 顧客は、前項の申込みにつき、取引参加者の承諾を受けた場合には、取引所が定める様式による信用取引口座設定約諾書に所定事項を記載し、これに署名又は記名押印して、取引参加者に差し入れるものとする。<u>この場合において、英語様式による信用取引口座設定約諾書を用いるときは、取引参加者の同意を得るものとする。</u></p> <p>4～8 (略)</p> <p style="text-align: center;">付 則</p> <p>この改正規定は、平成30年7月17日から施行する。</p>	<p>(先物・オプション取引口座の設定等)</p> <p>第5条 (略)</p> <p>2 顧客は、前項の申込みにつき、取引参加者の承諾を受けた場合には、取引所が定める様式による先物・オプション取引口座設定約諾書に所定事項を記載し、これに署名又は記名押印して、取引参加者に差し入れるものとする。</p> <p>3～5 (略)</p> <p>(顧客の権利行使に対する取引参加者の信用供与)</p> <p>第26条 (略)</p> <p>2 (略)</p> <p>3 顧客は、前項の申込みにつき、取引参加者の承諾を受けた場合には、取引所が定める様式による信用取引口座設定約諾書に所定事項を記載し、これに署名又は記名押印して、取引参加者に差し入れるものとする。</p> <p>4～8 (略)</p>

J－N E T市場に関する業務規程及び受託契約準則の特例の一部改正新旧対照表

新	旧
<p>(目的)</p> <p>第1条 この特例は、本所の市場（本所の開設する取引所金融商品市場をいう。以下同じ。）のうち立会によらない市場デリバティブ取引（業務規程第5条第10号に掲げる指数を対象とする指数先物取引及び取引所外国為替証拠金取引に関する業務規程及び受託契約準則の特例第1条第1項に規定する取引所外国為替証拠金取引を除く。以下同じ。）を行う市場（以下「J－N E T市場」という。）における市場デリバティブ取引（有価証券等清算取次ぎを除く。）の受託等について、業務規程及び受託契約準則の特例を規定する。</p> <p>2 (略)</p> <p style="text-align: center;">付 則</p> <p>この改正規定は、平成30年7月17日から施行する。</p>	<p>(目的)</p> <p>第1条 この特例は、本所の市場（本所の開設する取引所金融商品市場をいう。以下同じ。）のうち立会によらない市場デリバティブ取引（業務規程第5条第11号に掲げる指数を対象とする指数先物取引及び取引所外国為替証拠金取引に関する業務規程及び受託契約準則の特例第1条第1項に規定する取引所外国為替証拠金取引を除く。以下同じ。）を行う市場（以下「J－N E T市場」という。）における市場デリバティブ取引（有価証券等清算取次ぎを除く。）の受託等について、業務規程及び受託契約準則の特例を規定する。</p> <p>2 (略)</p>



先物・オプション取引に係る証拠金及び未決済約定の引継ぎ等に関する規則の一部改正新旧対照表

新	旧
<p>(受入証拠金の総額等の計算方法)</p> <p>第33条 (略)</p> <p>2 (略)</p> <p>3 計算上の損益額は、顧客の委託に基づく国債証券先物取引の相場の変動に基づく利益に相当する額(当該顧客の委託に基づく未決済約定(取引最終日における取引が終了した限月取引に係る未決済約定を除く。以下同じ。))について、当該未決済約定に係る約定値段(Mini取引にあつては、約定数値。以下同じ。))と計算する日の清算値段(Mini取引にあつては、清算数値。以下同じ。))との差益に1億円の100分の1(Mini取引にあつては10万円)を乗じて得た額をいう。)と顧客の委託に基づく指数先物取引の相場の変動に基づく利益に相当する額(当該顧客の未決済約定について、当該未決済約定に係る約定数値と計算する日に終了する取引日の清算数値との差益に東証株価指数に係るLarge取引、RNP指数、東証銀行業株価指数、日経平均VI、TOPIX配当指数及びTOPIX Core30配当指数に係るものにあつては1万円、日経平均に係るLarge取引、東証株価指数に係るMini取引、東証マザーズ指数、TOPIX Core30、東証REIT指数及び日経平均・配当指数に係るものにあつては1,000円、日経平均に係るMini取引、JPX日経インデックス400、NYダウ、台湾加権指数及びFTSE中国50インデックスに係るものにあつては100円を乗じて得た額をいう。)の合計額から、当該顧客の委託に基づく国債証券先物取引の相場の変動に基づく損失に相当する額(当該顧客の委託に基づく未決済約定について、当該未決済約定に係る約定値段と計算する日の清算値段との差損に1億円の100分の1(Mini取引にあつては10万円)を乗じて得た額をいう。)と当該顧客の委託に基づく指数先物取引の相場の変動に基づく損失に相当する額(当該顧客の未決済約定について、当該未決済約定に係る約定数値と計算する日に終了する取引日の清算数値との差損に東証株価指数に係るLarge取引、RNP指数、東証銀行業株価指数、日経平均VI、TOPIX配当指数及びTOPIX Core30配当指数に係るものにあつては1万円、日経平均に係るLarge取引、東証株価指数に係るMini取引、東証マザーズ指数、TOPIX Core30、東証RE</p>	<p>(受入証拠金の総額等の計算方法)</p> <p>第33条 (略)</p> <p>2 (略)</p> <p>3 計算上の損益額は、顧客の委託に基づく国債証券先物取引の相場の変動に基づく利益に相当する額(当該顧客の委託に基づく未決済約定(取引最終日における取引が終了した限月取引に係る未決済約定を除く。以下同じ。))について、当該未決済約定に係る約定値段(Mini取引にあつては、約定数値。以下同じ。))と計算する日の清算値段(Mini取引にあつては、清算数値。以下同じ。))との差益に1億円の100分の1(Mini取引にあつては10万円)を乗じて得た額をいう。)と顧客の委託に基づく指数先物取引の相場の変動に基づく利益に相当する額(当該顧客の未決済約定について、当該未決済約定に係る約定数値と計算する日に終了する取引日の清算数値との差益に東証株価指数に係るLarge取引、RNP指数、東証銀行業株価指数、日経平均VI、TOPIX配当指数及びTOPIX Core30配当指数に係るものにあつては1万円、日経平均に係るLarge取引、東証株価指数に係るMini取引、東証マザーズ指数、TOPIX Core30、東証REIT指数及び日経平均・配当指数に係るものにあつては1,000円、日経平均に係るMini取引、JPX日経インデックス400、NYダウ、<u>Nifty 50</u>、台湾加権指数及びFTSE中国50インデックスに係るものにあつては100円を乗じて得た額をいう。)の合計額から、当該顧客の委託に基づく国債証券先物取引の相場の変動に基づく損失に相当する額(当該顧客の委託に基づく未決済約定について、当該未決済約定に係る約定値段と計算する日の清算値段との差損に1億円の100分の1(Mini取引にあつては10万円)を乗じて得た額をいう。)と当該顧客の委託に基づく指数先物取引の相場の変動に基づく損失に相当する額(当該顧客の未決済約定について、当該未決済約定に係る約定数値と計算する日に終了する取引日の清算数値との差損に東証株価指数に係るLarge取引、RNP指数、東証銀行業株価指数、日経平均VI、TOPIX配当指数及びTOPIX Core30配当指数に係るものにあつては1万円、日経平均に係るLarge取引、東証株価指数に係るMini取引、東証マザーズ指数、TOPIX Cor</p>

<p>I T 指数及び日経平均・配当指数に係るものにあつては1, 0 0 0 円、日経平均に係るM i n i 取引、J P X 日経インデックス4 0 0、N Y ダウ、台湾加権指数及びF T S E 中国5 0 インデックスに係るものにあつては1 0 0 円を乗じて得た額をいう。) の合計額及び第3 6 条の規定により払出しを行った場合の当該払出額の合計額を差し引いて得た損益額とする。この場合における約定値段及び約定数値には、法第4 5 条の規定により顧客に契約締結時交付書面の交付を要しない場合又は金融商品取引業等に関する内閣府令第1 0 8 条第7 項の規定により取引残高報告書に平均単価を記載することができる場合には、本所が定めるところにより、平均単価を用いることができる。</p> <p style="text-align: center;">付 則</p> <p>この改正規定は、平成3 0 年7 月1 7 日から施行する。</p>	<p>e 3 0、東証R E I T 指数及び日経平均・配当指数に係るものにあつては1, 0 0 0 円、日経平均に係るM i n i 取引、J P X 日経インデックス4 0 0、N Y ダウ、<u>N i f t y 5 0</u>、台湾加権指数及びF T S E 中国5 0 インデックスに係るものにあつては1 0 0 円を乗じて得た額をいう。) の合計額及び第3 6 条の規定により払出しを行った場合の当該払出額の合計額を差し引いて得た損益額とする。この場合における約定値段及び約定数値には、法第4 5 条の規定により顧客に契約締結時交付書面の交付を要しない場合又は金融商品取引業等に関する内閣府令第1 0 8 条第7 項の規定により取引残高報告書に平均単価を記載することができる場合には、本所が定めるところにより、平均単価を用いることができる。</p>
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## **Agreement for Setting up Futures/Options Trading Account**

I/We fully understand the explanation your company has given me/us regarding the features, mechanism of the system and other relevant matters of exchange derivatives transactions (excluding those related to currencies) for which Japan Securities Clearing Corporation (hereinafter referred to as "JSCC") provides Financial Instruments Obligation Assumption Services as a Financial Instruments Clearing Organization (hereinafter collectively referred to as "Futures/Options Trading"), and I/we will entrust Futures/Options Trading with your company on my/our own judgment and responsibility. In setting up a Futures/Options Trading Account (hereinafter referred to as the "Account") with your company, I/we hereby agree to abide by provisions related to conditions for Futures/Options Trading, out of the Financial Instruments and Exchange Act (Act No. 25 of 1948, hereinafter referred to as the "Act" and other laws and regulations; the Articles of Incorporation (*Teikan*), the Business Regulations (*Gyoumu Kitei*), the Brokerage Agreement Standards (*Jutaku Keiyaku Junsoku*), the Trading Participant Regulations (*Torihiki Sankasha Kitei*), the Clearing and Settlement Regulations (*Seisan Kessai Kitei*), Rules on Margin and Transfer of Unsettled Contracts Pertaining to Futures/Options Trading (*Sakimono Option Torihiki Ni Kakaru Shokokin Oyobi Mikessaiyakujo No Hikitsugi Tou Ni Kansuru Kisoku*), (hereinafter referred to as the "Margin Rules") and other rules and the decisions of the Financial Instruments Exchange which establishes the financial instruments market where Futures/Options Trading is conducted (hereinafter referred to as "Financial Instruments Exchange," except in Article 10, Paragraph 3 and Paragraph 4, Items 1 and 2); the Business Rules (*Gyoumu Hohosho*), the Interest Rate Swap Clearing Business Rules (*Kinri Swap Torihiki Gyoumu Hohosho*), the Rules on Margins, etc. for Futures and Option Contracts (*Sakimono Option Torihiki Ni Kakaru Torihiki Shokokin Tou Ni Kansuru Kisoku*) and the decisions of JSCC; and practices, and hereby further acknowledge and agree to the terms and conditions provided in the following articles, and in witness whereof, submit this Agreement to your company. The terms used herein shall have the same meaning as the terms defined in the Articles of Incorporation, the Business Regulations, the Brokerage Agreement Standards, the special regulations for such rules concerning Futures/Options Trading, Trading Participant Regulations, the Clearing and Settlement Regulations and the Margin Rules of the Financial Instruments Exchange, and the Business Rules and the Rules on Margins, etc. for Futures and Option Contracts.

### **Article 1. (Management through the Account)**

With respect to the Futures/Options Trading which I/we will hereafter conduct through your company, the following items shall be managed through the Account:

- (1) Purchase funds, sales proceeds, securities purchased or sold, margin (including clearing margin and customer margin; the same shall apply in this Article), unrealized loss or profit, loss or profit at settlement, or other money payable or receivable concerning trades set forth in Article 2, Paragraph 21, Item 1 of the Act ;
- (2) Margin, unrealized loss or profit, loss or profit at settlement, or other money payable or receivable concerning trades set forth in Article 2, Paragraph 21, Item 2 of the Act; and
- (3) Premiums for sales or purchases, margin, money payable or receivable or securities deliverable or receivable upon exercise of an option (except when a sale or purchase in Margin Transaction is carried out) and other money payable or receivable concerning trades set forth in Article 2, Paragraph 21, Item 3 of the Act.

## **Article 2. (Purpose of Margin)**

The purpose of margin shall be to ensure my/our fulfillment of obligations to your company relating to Futures/Options Trading.

2. The purpose of clearing margin, which is included in the margin, is to ensure your company's fulfillment of obligations for payment or delivery by your company to JSCC relating to Futures/Options Trading based on my/our order and to ensure my/our fulfillment of obligations to your company relating to Futures/Options Trading.

3. Notwithstanding the provisions of the preceding paragraph, in the case where your company is a Non-Clearing Participant, the purpose of clearing margin, which is included in the margin, is to ensure your company's Designated Clearing Participant's fulfillment of obligations for payment or delivery by your company's Designated Clearing Participant to JSCC relating to Futures/Options Trading based on my/our order, to ensure your company's fulfillment of obligations for payment or delivery by your company to your company's Designated Clearing Participant relating to Futures/Options Trading based on my/our order, and to ensure my/our fulfillment of obligations to your company relating to Futures/Options Trading.

## **Article 3. (Clearing Margin and Customer Margin)**

Margin (excluding the amount equivalent to the amount I/we are scheduled to pay; the same shall apply hereinafter) submitted to your company by me/us through the Account shall not be kept by your company (In the case where your company is a Non-Clearing Participant, your company and your company's Designated Clearing Participant), but shall be directly deposited by your company acting as my/our agent with JSCC as clearing margin concerning my/our unsettled transactions relating to my/our positions and shall be kept by JSCC. Notwithstanding the foregoing, I/we shall not object to your company keeping the margin as clearing margin for four (4) days (excluding holidays prescribed by the Financial Instruments Exchange) counted from the day of my/our submission of the margin to your company and then depositing the equivalent amount of money or securities deposited in lieu of money owned by your company with JSCC in lieu of my/our margin.

2. Notwithstanding the provision of the preceding paragraph, I/we shall not object, in the case where I/we agree separately in writing, to all or part of the margin submitted or deposited by me/us being replaced by the equivalent amount of money or securities deposited in lieu of money by the methods mentioned in any of the following items.

(1) A method where, your company keeping all or part of the margin deposited by me/us as customer margin and depositing the equivalent amount of money or securities deposited in lieu of money owned by your company with JSCC in lieu of my/our margin.

(2) A method where, in the case where your company is a Non-Clearing Participant, your company keeping all or part of the margin deposited by me/us as customer margin and depositing the equivalent amount of money or securities deposited in lieu of money owned by your company with your company's Designated Clearing Participant as Non-Clearing Participant's margin, and your company's Designated Clearing Participant depositing the amount of money or securities deposited in lieu of money owned by your company's Designated Clearing Participant equivalent to said Non-Clearing Participant's margin with JSCC as clearing margin in lieu of your company's margin to be deposited with the Designated Clearing Participant.

## **Article 4. (Agent)**

I/we shall deposit my/our clearing margin with JSCC and receive the return of the same through your company (in the case where your company is a Non-Clearing Participant, your company and your company's Designated Clearing Participant) acting as my/our agent.

2. The agency as set forth in the preceding paragraph shall be subject to the following conditions:

- (1) I/we shall not dismiss the agent as set forth in the preceding paragraph.
  - (2) In the event of the suspension of trading due to insolvency, etc. as set forth in Article 17, Paragraph 1 for the reason as stated in Article 17, Paragraph 1, Item 1 or Item 3, the agency of your company as set forth in the preceding paragraph shall lapse.
  - (3) In the case where your company is a Non-Clearing Participant, in the event of the suspension of trading due to insolvency, etc. as set forth in Article 17, Paragraph 1, for the reason as stated in Item 2 or Item 4 of the same paragraph, the agency of your company's Designated Clearing Participant as set forth in the preceding paragraph shall lapse.
3. I/we shall not appoint a party other than your company (in the case where your company is a Non-Clearing Participant, your company and your company's Designated Clearing Participant) as my/our agent for the deposit and return of my/our clearing margin.

#### **Article 5. (Claims for Return of Clearing Margin and Customer Margin)**

I/we shall be able to claim the return of the following clearing margin and customer margin, after deducting the amount equivalent to my/our obligations to your company relating to Futures/Options Trading that have not been fulfilled (hereinafter referred to as the "Unfulfilled Obligations").

- (1) If the clearing margin submitted by me/us is directly deposited:  
Of the clearing margin for Direct Deposit of your company (hereinafter referred to as clearing margin for clearing participant deposit (Direct Deposit) or clearing margin for Non-Clearing Participant deposit (Direct Deposit), same shall apply hereafter), the money equivalent to the amount deposited by me/us with JSCC through your company (in the case where your company is a Non-Clearing Participant, your company and your company's Designated Clearing Participant) acting as my/our agent or the securities deposited in lieu of money with JSCC through your company (in the case where your company is a Non-Clearing Participant, your company and your company's Designated Clearing Participant) acting as my/our agent.
- (2) If I/we deposit a customer margin and a clearing margin is deposited as a replacement deposit (including the case where the replacement deposit set forth in the proviso to Article 3, Paragraph 1, has been made):  
The customer margin deposited by me/us (including the clearing margin submitted to your company in the case where the replacement deposit set forth in the proviso to Article 3, Paragraph 1, has been made; the same shall apply in this item) and:
  - a. In the case where your company has deposited money as the clearing margin (hereinafter referred to as clearing margin for clearing participant deposit [replacement deposit] or clearing margin for Non-Clearing Participant deposit [replacement deposit], same shall apply hereafter) for the replacement deposit, the money equivalent to the amount of the customer margin deposited by me/us; or
  - b. In the case where your company has deposited securities deposited in lieu of money as the clearing margin for the replacement deposit, the securities equivalent to the amount of customer margin deposited by me/us of such securities deposited in lieu of money.
2. The claim which I/we have against JSCC for the return of clearing margin in accordance with the preceding paragraph may not be exercised directly by me/us, and may only be exercised through your company (in the case where your company is a Non-Clearing Participant, your company and your company's Designated Clearing Participant) acting as my/our agent.
3. In the case where your company is a Clearing Participant, your company shall be able to claim the return of the clearing margin whose amount is equivalent to my/our Unfulfilled Obligations as set forth in Paragraph 1 (after deducting the amount equivalent to the unfulfilled

part of your company's obligations relating to Futures/Options Trading based on my/our order that should be paid or delivered by your company to JSCC).

4. In the case where your company is a Non-Clearing Participant, your company shall be able to claim the return of the clearing margin whose amount is equivalent to my/our Unfulfilled Obligations as set forth in paragraph 1 after deducting the amount equivalent to unfulfilled part of your company's obligations relating to Futures/Options Trading based on my/our order that should be paid or delivered by your company to your company's Designated Clearing Participant and your company's Designated Clearing Participant shall be able to claim the return of the clearing margin whose amount is equivalent to the said unfulfilled part of your company's obligations.

#### **Article 6. (Claims for Return of Clearing Margin for Replacement Deposit)**

If I/we deposit a customer margin and the clearing margin is deposited as a replacement deposit (including the case where the replacement deposit set forth in the proviso to Article 3, Paragraph 1, has been made), I/we shall not object to the following items:

- (1) In the case where I/we exercise the claim for return of all or part of the clearing margin, the customer margin deposited by me/us (including the clearing margin submitted to your company in the case where the replacement deposit set forth in the proviso to Article 3, Paragraph 1, has been made; the same shall apply in the following item) shall be returned to me/us; and
- (2) In the case where the replacement deposit set forth in Article 3, Paragraph 2, has been made (including replacement deposit set forth in the proviso to Article 3, Paragraph 1), if I/we receive the return of all or part of the customer margin, the claim owned by me/us for return of the clearing margin shall be transferred to your company within the amount of such return.

#### **Article 6-2. (Scope of Foreign Currency Deposited as Margin)**

In the case where foreign currency is submitted or deposited as margin, I/we shall not object to your company receiving such foreign currency as long as acceptable to your company within the scope specified by the rules of the Financial Instruments Exchange and JSCC.

2. With respect to the ratio by which the market value (meaning the market value determined based on the rules of the Financial Instruments Exchange and JSCC) of the foreign currency in the preceding paragraph is multiplied pertaining to conversion into Japanese yen, I/we shall not object to the ratio set by your company as that which does not exceed the ratio specified by the rules of the Financial Instruments Exchange and JSCC.

#### **Article 7. (Scope of Securities Deposited in Lieu of Money)**

In the case where securities are submitted or deposited as margin in lieu of money, I/we shall not object to your company receiving such securities as long as acceptable to your company within the scope specified by the rules and disposition based on such rules of the Financial Instruments Exchange and JSCC.

2. With respect to the ratio by which the market value (meaning the market value determined based on the rules of the Financial Instruments Exchange and JSCC) of the securities in the preceding paragraph is multiplied pertaining to calculation of substitute value, I/we shall not object to the ratio set by your company as that which does not exceed the ratio specified by the rules and disposition based on such rules of the Financial Instruments Exchange and JSCC.

#### **Article 7-2. (Cancellation of Transactions)**

In the event that Futures/Options Trading by an erroneous order is carried out, and the

Financial Instruments Exchange cancels the trading pursuant to its rules, I/we shall comply with such actions.

2. In the event that trading records on the Financial Instruments Exchange's systems are lost due to an unavoidable reason such as a natural disaster, if the Financial Instruments Exchange cancels the Futures/Options Trading, I/we shall comply with such actions.

3. In the event that Futures/Options Trading I entrusted to your company is canceled, I/we shall not object to my/our rights and obligations to your company related to the cancelled trade being considered not to have existed from the beginning.

4. Even if I/we sustain any loss due to the cancellation of Futures/Options Trading by the Financial Instruments Exchange, I/we shall not make any claim for damages against a trading participant that has placed an erroneous order, unless such loss has been caused by the trading participant's willful intention or gross negligence.

5. Even if I/we sustain any loss due to the cancellation of Futures/Options Trading by the Financial Instruments Exchange, I/we shall not make any claim for damages against the Financial Instruments Exchange, unless such loss has been caused by the Financial Instruments Exchange's willful intention or gross negligence.

#### **Article 8. (Procedures in the Case of Assignment of Exercise of Options)**

When an exercise of options in the trades set forth in Article 2, Paragraph 21, Item 3 of the Act is assigned to the positions based on the order of your company's customers in the manner prescribed by JSCC, I/we shall not object to your company's assigning such exercise of options in the manner prescribed by your company.

2. In the event that, in connection with Options Trading (excluding Options Trading prescribed in the next paragraph), I/We fail to notify your company by the prescribed time on the exercise date to the effect that I/We will not exercise options concerning the Issues falling under any of the following items, except cases separately prescribed by the Financial Instruments Exchange on which such Issues are listed, I/We shall not object if it is deemed that I/We have given an instruction to exercise the options concerning such Issues:

(1) Put option (meaning an option to become a seller upon the exercise thereof; the same shall apply hereinafter); when the exercise price exceeds the option reference price, the numerical value of the option settlement index value, or the option settlement price; or

(2) Call option (meaning an option to become a buyer upon the exercise thereof; the same shall apply hereinafter); when the exercise price is less than the option reference price, the numerical value of the option settlement index value, or the option settlement price.

3. In the event that, in connection with Options Trading whose options exercise period starting from the first trading day to the last trading day, I/we fail to notify your company by the prescribed time on the expiration date of the exercise period to the effect that I/we will not exercise the options concerning the Issues falling under any of the following items, except cases separately prescribed by the Financial Instruments Exchange on which such Issues are listed, I/we shall not object if it is deemed that I/we have given an instruction to exercise the options concerning such Issues:

(1) Put option; when the exercise price exceeds the clearing price of the contract month of Futures eligible for exercise as of the trading day which falls on the last day of the exercise period; and

(2) Call option; when the exercise price is less than the clearing price of the contract month of Futures eligible for exercise as of the trading day which falls on the last day of the of the exercise period.

4. In Options Trading as provided in the preceding paragraph, in cases (i) I/we have entrusted the exercise of the options or (ii) the exercise of the options has been assigned to me/us, and if I/we

have not made instructions to your company by the prescribed time on the distinction and number of new sales, new purchases, resales or repurchases, respectively, of each relevant contract month related to such exercise or such assignment of the options, I/we shall not object to your company acting as if I/we had instructed your company to carry out new sales or new purchases for the relevant number of the relevant contracts.

**Article 9. (Changes in the Conditions of Settlement)**

In the event that the Financial Instruments Exchange or JSCC makes any changes in the conditions of settlement, such as deliverable assets, exercise period of the options, exercise date of the options, delivery date or final settlement date, due to a natural disaster, a drastic change in overall economic conditions, a shortage in deliverable assets or other unavoidable reasons, I/we shall comply with such changes.

**Article 10. (Changes to Final Settlement Index Value, etc.)**

In the event that the Financial Instruments Exchange, prior to the final settlement date for Index Futures Trading, finds any error in the special settlement index value or the special quotation and changes such index or value pursuant to its rules, I/we shall comply with such a change.

2. In the event that any error is deemed to exist in the special settlement index value or the special quotation prior to the settlement date pertaining to the exercise of an option in Index Options Trading and the Financial Instruments Exchange has changed the option settlement index value or the option settlement price pursuant to its rules, I/we shall comply with such a change.

3. Even if I/we sustain any loss in Index Futures Trading or Index Options Trading due to an inability, delay, or error in computing or distributing index, or a change in the final settlement index value, the final settlement price, option settlement index value or option settlement price, I/we shall not make any claim for damages against your company, the Financial Instruments Exchange (including a financial instruments exchange(s) on which the securities that are components of the index are listed; the same shall apply in this paragraph) or the person who has calculated the index (including the person sub-contracted to calculate the index); provided, however, that in cases where willful intention or gross negligence is deemed to exist at your company or the Financial Instruments Exchange, this shall not apply to claim for damages against your company or such exchange.

4. With respect to treatment of options trading pertaining to securities, in cases enumerated in each of the following items, I/we shall not object to such treatment in accordance with manners prescribed by the Financial Instruments Exchange on which such trading was conducted:

- (1) Where securities which are objects of such options will be delisted from any of the domestic financial instruments exchanges;
- (2) Where trading in securities which are objects of such options was halted in any of the domestic financial instruments exchanges;
- (3) Where the issuer of securities which are objects of such options conducted a company split;  
or
- (4) Where the Exchange delist the options trading in consideration of the state of such trading, etc.

**Article 11. (Acceleration of Fulfillment of Obligations)**

Upon the occurrence of any of the following events with regards to me/us, the obligations which I/we owe your company in relation to Futures/Options Trading shall automatically become due and payable without any notification from, demand by or any other similar action on the part



of your company, and I/we shall fulfill such obligations immediately:

- (1) When I/we suspend payment, or a petition for commencement of bankruptcy proceeding, rehabilitation proceeding, corporate reorganization proceeding or special liquidation is filed against me/us;
  - (2) When the clearinghouse or the electronic monetary claim recording institution set forth in Article 2, Paragraph 2 of Electronically Recorded Monetary Claims Act (Act No. 102 of 2007) takes any procedure to suspend my/our bank transactions;
  - (3) When an order or a notice of provisional seizure, preservative seizure or seizure on any part of the claims relating to Futures/Options Trading or other claims of mine/ours against your company is sent;
  - (4) When a procedure for seizure or auction of a collateral for the obligations which I/we owe your company relating to the Futures/Options Trading is begun;
  - (5) When any event under foreign laws and regulations equivalent or similar to any of the preceding items occurs to me/us;
  - (6) When my/our whereabouts become unknown to your company due to reasons attributable to me/us, such as neglecting to notify a change of my/our address;
  - (7) In the case where I/we am/are a cross margining user, when JSCC declares that I/we am/are in a default or the like in the manner prescribed in the Interest Rate Swap Clearing Business Rules; or
  - (8) In the case where I/we am/are a cross margining user, when the settlement entrustment trading based on the Interest Rate Swap Clearing Brokerage Agreement is terminated on the Early Termination Date in the manner prescribed in the Interest Rate Swap Clearing Brokerage Agreement entered into pursuant to the Interest Rate Swap Clearing Business Rules of JSCC.
2. Upon the occurrence of any of the following events to me/us and upon your company's request, all obligations which I/we owe your company in relation to Futures/Options Trading shall immediately become due and payable, and I/we shall fulfill such obligations immediately:
- (1) When I/we delay the fulfillment of all or part of the obligations which I/we owe your company in relation to Futures/Options Trading or other obligations which I owe to your company;
  - (2) When procedures for seizure or auction of a collateral (including procedures under foreign laws and regulations which are equivalent or similar thereto) for the obligations which I/we owe your company (except for the obligations relating to the Futures/Options Trading) are begun;
  - (3) When I/we fail to comply with any of the provisions in this agreement or other agreements on any transactions with your company; or
  - (4) Other than the events set forth in the foregoing items, when there arises a reasonable and probable cause which necessitates the preservation of your company's claims.

#### **Article 11-2. (Extinguishment of Rights and Obligations Concerning Cross Margined JGB Futures Cleared Contracts)**

I/we shall not object, in the case where I/we am/are a cross margining user, to the extinguishment to be effective for the future, and within the scope of the case prescribed in the Business Rules of JSCC, of my/our rights and obligations concerning trading of JGB Futures through your company concerning Cross Margined JGB Futures Cleared Contracts.

#### **Article 12. (Resale, Repurchase, etc. in Futures/Options Trading in Case of Acceleration, etc.)**

In the case that any of the events set forth in the items described in Paragraph 1 of Article 11 occurs to me/us, I/we shall not object if your company, at its discretion and for and on my/our

account, carries out any resale or repurchase, enters into a sales agreement or a purchase agreement, carries out final settlement or exercise of options, or enters into any agreement concerning the purchase or sale of securities which shall be carried out by the exercise of an option relating to individual securities (including the entrustment of these actions; hereinafter referred to as the "Resale, Repurchase, etc."), which may be necessary for the settlement of any Futures/Options Trading (except for Cross Margined JGB Futures Cleared Contracts and relevant matters) made by me/us through the Account with your company.

2. In the event that I/we delay the fulfillment of any of my/our obligations relating to Futures/Options Trading set forth in Paragraph 2, Item 1 of Article 11, I/we shall not object if your company, at its discretion and for and on my/our account, carries out any Resale, Repurchase, etc. which may be necessary for the settlement of any Futures/Options Trading relating to such delay in accordance with the rules of the Financial Instruments Exchange on which the Futures/Options Trading was conducted.

3. In the case that any of the events set forth in the items described in Paragraph 2 of Article 11 occurs to me/us, I/we shall, upon your company's request and by the date and time designated by your company, entrust your company with carrying out any Resale, Repurchase, etc. which may be necessary for the settlement of any Futures/Options Trading through my/our Account with your company (except for the case where your company carries out the Resale, Repurchase, etc. in accordance with the provision of the preceding paragraph) .

4. In the event that I/we fail to carry out any Resale, Repurchase, etc. through my/our Account by the date and time set forth in the preceding paragraph, I/we shall not object if your company, at its discretion and for and on my/our account, carries out any Resale, Repurchase, etc. which may be necessary for the settlement of the Futures/Options Trading.

5. In the event that any loss is incurred due to the Resale, Repurchase, etc. set forth in the preceding paragraphs in this Article, I/we shall immediately pay your company the amount equivalent to such a loss.

6. Notwithstanding the provision of Paragraph 1 hereof, in the case where I/we am/are a cross margining user, when my/our rights and obligations concerning trading of JGB Futures through your company concerning a Cross Margined JGB Futures Cleared Contract have been extinguished into the future in the manner prescribed in the Business Rules of JSCC, I/we shall abide by the provisions prescribed in the Business Rules of JSCC with regard to arrangements concerning the Cross Margined JGB Futures Cleared Contract.

#### **Article 12-2. (In the Event that Actions to Increase Collateral, etc. Is Implemented for Your Company)**

In the event that JSCC has taken actions to increase collateral, etc. (meaning actions set forth in JSCC Business Rules Article 29-2; the same shall apply hereinafter) against your company (in the event that your company is a Non-Clearing Participant, and your company's Designated Clearing Participant has taken actions as prescribed in JSCC Business Rules Article 29-2, Paragraph 2 against your company) and the unsettled transactions based on my/our entrustment have a close relation to reason for such actions, I/we shall not object to your company taking measures set forth in the following items as far as those are necessary.

(1) Increase in the required margin amount

(2) In the case where securities are deposited as margin in lieu of money, limitation on Issues acceptable by your company

(3) In the case where securities are deposited as margin in lieu of money, reduction in collateral value ratios in calculation of substitute value as collateral.

**Article 12-3. (Position Transfer in the Event that Instruction to Improve Position Status Is Issued to Your Company)**

In the event that JSCC has issued the Instruction to improve position status (hereinafter referred to as the “improvement instruction”) to your company pursuant to the provision of Article 29-3 of the JSCC Business Rules (or in the event that your company is a Non-Clearing Participant and that your company’s Designated Clearing Participant has made a request to your company pursuant to the provisions of Article 45-2, Paragraph 1 of the JSCC Business Rules) due to my/our failure to comply with the measures set forth in the preceding Article without reasonable excuse, I/we shall not object to a possibility that your company will request me/us to carry out Resale or Repurchase, etc., or to transfer my/our position to the other participant.

2. In the event that I/we receive your request set forth in the preceding paragraph, and if I/we choose to transfer my/our position to participants other than your company (hereinafter referred to as the “Position Transfer”), I/we shall not object to being required to make an application for Position Transfer with and obtain approval from the said participants.

3. In the event that I/we obtain the approval from the participants other than your company set forth in the preceding paragraph, and when I/we notify your company of Position Transfer to that effect, your company asks for approval of JSCC (in the case where your company is a Non-Clearing Participant, your company’s Designated Clearing Participant).

4. In the event that your company received the approval or disapproval from JSCC (in the case where your company is a Non-Clearing Participant in accordance with the preceding paragraph, your company’s Designated Clearing Participant), your company notifies me/us to that effect.

**Article 12-4. (Resale, Repurchase, etc. in the Event that Improvement Instruction Is Issued to Your Company)**

In the event that your company made the request prescribed in Paragraph 1 of the preceding Article with a reasonable grace period set in advance, however I/we have not responded to such request without due reasons, and your company does not follow the improvement instructions despite your company’s reasonable efforts other than what are prescribed in the preceding Article (or in the event that your company is a Non-Clearing Participant, and cannot appropriately meet the request made pursuant to Article 45-2, Paragraph 1 of the JSCC Business Rules despite your company’s reasonable efforts to meet such request), I/we shall not object if your company will carry out any Resale, Repurchase, etc. on my/our account, as long as such Resale, Repurchase, etc. are deemed reasonably necessary for the settlement of any Futures/Options Trading through my/our Account opened with your company.

2. Even if I/we sustain damages as a result of the Resale, Repurchase, etc. set forth in the preceding paragraph, I/we shall not claim compensation for such damages against your company and JSCC (in the case where your company is a Non-Clearing Participant, your company, your Designated Clearing Participant, and JSCC). Provided, however, that the same shall not apply to cases where such damages have been sustained by your company’s, your company’s Designated Clearing Participant’s, or JSCC’s intention or gross negligence.

**Article 13. (Disposal of Clearing Margin, etc.)**

In the event that I/we fail to fulfill by the prescribed date and time any of the obligations which I/we owe your company relating to any Futures/Options Trading, I/we shall not object to your company, at its discretion and for and on my/our account, disposing of the securities and other assets set forth in the following items, in such a manner, at such time and place, for such price and on such other terms as may be determined by your company, without any notification from or demand by your company, and without following the procedures under the laws, and

applying the proceeds (after deducting expenses) of such disposal to the payment of any of my/our obligations, regardless of the legal priority of such obligations; and in the event that any obligation remains unsatisfied after the abovementioned application of the proceeds, I/we agree to immediately satisfy the same:

- (1) In the case where the foreign currency submitted by me/us is directly deposited with JSCC as clearing margin, the foreign currency deposited with JSCC;
- (2) The foreign currency deposited by me/us as customer margin;
- (3) In the case where the securities deposited in lieu of money submitted by me/us is directly deposited with JSCC as clearing margin, the securities deposited in lieu of money deposited with JSCC;
- (4) The securities deposited in lieu of money deposited by me/us as customer margin; and
- (5) Other securities or other movable properties which are owned by me/us and are in the possession of your company or registered to your company's account based on the Act on the Book-Entry Transfer of Corporate Bonds, Shares, etc. (Act No. 75 of 2001) relating to any other financial instruments transaction.

#### **Article 14. (Method of Netting Off)**

When I/we have to fulfill obligations to your company due to the expiration of the term, acceleration, or other reasons, your company may set off such obligation against your company's obligations to me/us, including those relating to Futures/Options Trading, regardless of the remaining term of such obligations.

2. If the setoff set forth in the preceding paragraph is available, your company may, on behalf of me/us, receive the return of the deposits and apply it to the fulfillment of the obligations I/we owe your company, without giving me/us the prior notice and without following the prescribed procedures.

3. In the event that obligations are to be set off in accordance with the provisions of the preceding two paragraphs, in calculating the period for interest, overdue interest and other relevant figures on the obligations, (i) the period shall be the period ending on the date of calculation, (ii) interest on the obligation shall be calculated by using the rate prescribed by your company, (iii) overdue interest of the obligations I/we owe your company relating to Futures/Options Trading shall be calculated by using the rate prescribed by the Financial Instruments Exchange on which the Futures/Options Trading was conducted, and (iv) overdue interest concerning other obligations I/we owe your company shall be calculated by using the rate prescribed by your company.

#### **Article 15. (Order of Appropriation in Payment)**

If payments made by me/us or setoffs set forth in the preceding Article made by your company are insufficient to discharge all of my/our obligations, your company may appropriate such payments or such setoffs to satisfy my/our obligations in such order as your company deems proper.

#### **Article 16. (Payment of Overdue Interest)**

In the event that I/we fail to fulfill any of the obligations I/we owe your company relating to Futures/Options Trading, I/we shall not object, upon request by your company, to paying your company overdue interest at the rate prescribed by the Financial Instruments Exchange on which the Futures/Options Trading was conducted for the period from the day following the due date to the date of actual fulfillment.

**Article 17. (Measures in the Event of Suspension of Trading Due to Insolvency, etc.)**

In the event that your company is suspended from Futures/Options Trading (excluding those subject to Brokerage for Clearing of Securities, etc.) or the entrustment by Brokerage for Clearing of Securities, etc. (hereinafter referred to as "suspension of trading due to insolvency, etc.") in accordance with the Trading Participant Regulations of the Financial Instruments Exchange, due to any of the reasons set forth in the following items, and the Financial Instruments Exchange decides to have the unsettled positions relating to customers' positions (except for unsettled positions for which Resale, Repurchase, etc. was not carried out by the last day of trading) transferred, resold or repurchased, or to have options in connection with such positions exercised (including the entrustment of these actions; the same shall apply hereinafter); and when I/we wish to transfer my/our position from your company to one of the trading participants designated by the Financial Instruments Exchange (hereinafter referred to as the "Position Transfer in the case of suspension of trading due to insolvency, etc."), I/we shall not object to being required to make a request to and obtain approval from such a trading participant with respect to the Position Transfer in the case of suspension of trading due to insolvency, etc. in accordance with the rules of the Financial Instruments Exchange and by the date and time fixed by the Financial Instruments Exchange.

- (1) In the event that your company becomes or is deemed likely to become insolvent, and in other events that are recognized to be especially necessary.
  - (2) In the case where your company is a Non-Clearing Participant, in the event that your company's Designated Clearing Participant becomes or is deemed likely to become insolvent, and in other events that are recognized to be especially necessary.
  - (3) In the event that your company fails to comply with the improvement instruction.
  - (4) In the event that your company's Designated Clearing Participant fails to comply with Instruction to improve position status.
2. In the event that the Position Transfer in the case of suspension of trading due to insolvency, etc. set forth in the preceding paragraph is carried out, I/we shall not object to being required to establish the Account with the trading participant to which my/our positions are transferred (hereinafter referred to as the "Transferee Trading Participant").
3. In the case of Paragraph 1 above, if I/we wish to resell or repurchase the unsettled positions or exercise options relating to my/our positions, I/we shall not object to being required to give instructions to that effect to your company in accordance with the provisions prescribed by the Financial Instruments Exchange as prescribed in paragraph 1 by the date and time fixed by the Financial Instruments Exchange.
4. In the case of Paragraph 1 above, if I/we do not obtain the approval set forth in Paragraph 1 and do not give the instructions as set forth in the preceding paragraph by the date and time fixed by the Financial Instruments Exchange as prescribed in Paragraph 1, I/we shall not object if, with respect to the unsettled positions relating to my/our positions, resale or repurchase is carried out or options are exercised at your company's discretion for and on my/our account in accordance with the provisions prescribed by the Financial Instruments Exchange.
5. Notwithstanding the provisions of the preceding paragraphs in this Article, in the case that any of the following events listed in the following items (excluding Item 2 in the event that it does not fall under the reason of Article 1, Item 1) occurs to me/us, I/we shall not object if, with respect to the unsettled positions relating to my/our positions, resale or repurchase is carried out or options are exercised at your company's discretion for and on my/our account in accordance with the provisions prescribed by the Financial Instruments Exchange as prescribed in Paragraph 1:
- (1) If the due date of the obligations is accelerated, in accordance with the provision of Article 11 hereof before the suspension of trading due to insolvency, etc.; or
  - (2) If I/we am/are an entity that belongs to the same corporate group or one that may be deemed to substantially belong to the same corporate group of your company, and the Financial Instruments Exchange deems it inappropriate to carry out the Position Transfer in the case of

suspension of trading due to insolvency, etc.

**Article 18. (Treatment of Deposited Margin in the Case of Replacement Deposit)**

If your company has received suspension of trading due to insolvency, etc. and, if I/we have deposited a customer margin and the clearing margin has been deposited as a replacement deposit (including the case where the replacement deposit set forth in the proviso to Article 3, Paragraph 1, has been made), I/we shall not object to the application of the following items:

- (1) If the foreign currency or the securities deposited in lieu of money are deposited with JSCC, JSCC may use all or part of such foreign currency to acquire Japanese yen and return in Japanese yen, or liquidate all or part of such securities and return the proceeds. In that event, it shall be understood that an entrustment agreement has been established between me/us and JSCC;
- (2) Notwithstanding the provision of Article 5, Paragraph 1, Item 2 hereof, I/we shall have a claim for return of the clearing margin for the portion equivalent to the amount less my/our Unfulfilled Obligations in the lesser amount of a. or b. which follows:
  - a. The amount of customer margin deposited by me/us (including the clearing margin submitted to your company in the case where the replacement deposit set forth in the proviso to Article 3, Paragraph 1, has been made; the same shall apply in this item); or
  - b. The amount obtained by apportioning the clearing margin deposited by your company with JSCC for the replacement deposit (in the event that JSCC uses the foreign currency to acquire Japanese yen or liquidates the securities according to the provisions of the preceding item, the sum of the money deposited as clearing margin for the replacement deposit other than the foreign currency subject to the acquisition, the securities other than those subject to the liquidation, the proceeds of the acquisition after deducting the expenses required for the acquisition, and the proceeds of the liquidation after deducting the expenses required for the liquidation) in proportion to the amount of customer margin deposited by the respective customers of your company (including me/us).
2. In the case of the preceding paragraph, I/we shall not exercise the claim for return until reasonable time passes for JSCC to liquidate the securities as set forth in Item 1 of the preceding paragraph and to calculate the amount of claim for return by each customer, and I/we shall agree to the amount of claim for return that JSCC decided with reasonable care.

**Article 19. (Handling of Deposited Margin Relating to Position Transfer)**

In the event that the Position Transfer in the case of suspension of trading due to insolvency, etc. set forth in Article 17, Paragraph 1 hereof is carried out, I/we shall not object to the application of the following items:

- (1) If the clearing margin submitted by me/us is directly deposited, the amount equivalent to such margin shall be deemed to have been deposited through the Transferee Trading Participant (in the case where the Transferee Trading Participant is a Non-Clearing Participant; the Transferee Trading Participant and its Designated Clearing Participant) acting as my/our agent;
- (2) If I/we deposit a customer margin and the clearing margin is deposited as a replacement deposit in such a case (including the case where the replacement deposit set forth in the proviso to Article 3, Paragraph 1, has been made), the amount of my/our claim for return set forth in the preceding Article, Paragraph 1, Item 2 hereof shall be deemed to have been deposited through the Transferee Trading Participant (in the case where the Transferee Trading Participant is a Non-Clearing Participant, the Transferee Trading Participant and its Designated Clearing Participant) acting as my/our agent;
- (3) Notwithstanding the provision of Article 5, Paragraph 2 hereof, the claim for return of clearing margin set forth in Article 5, Paragraph 1 hereof may only be exercised through the

Transferee Trading Participant (in the case where the Transferee Trading Participant is a Non-Clearing Participant, the Transferee Trading Participant and its Designated Clearing Participant) acting as my/our agent.

**Article 20. (Special Provisions in the Case of Replacement Deposit)**

In the event that the Position Transfer in the case of suspension of trading due to insolvency, etc. set forth in Article 17, Paragraph 1 hereof is carried out, and if I/we deposited a customer margin and the clearing margin is deposited as a replacement deposit in such a case (including the case where the replacement deposit set forth in the proviso to Article 3, Paragraph 1, has been made), I/we shall not object to the application of the following items:

- (1) I/we may not claim return of the customer margin deposited with your company by me/us (including the clearing margin submitted by me/us to your company in the case where the replacement deposit set forth in the proviso to Article 3, Paragraph 1, has been made; the same shall apply in this Article) against the Transferee Trading Participant (in the case where the Transferee Trading Participant is a Non-Clearing Participant, the Transferee Trading Participant and its Designated Clearing Participant);
- (2) Notwithstanding the provision of Article 6, Item 1 hereof, in the event that the claim for return of clearing margin is exercised in accordance with the preceding Article, Item 3, such return shall be conducted in the form of money equivalent to the amount of clearing margin which is deemed to have been deposited in accordance with the provisions of the preceding Article, Item 2 hereof. In such a case, a claim for return of my/our customer margin shall lapse to the extent of the amount of return; and
- (3) In the event that I/we receive all or part of the customer margin from your company (in the case where your company is a Non-Clearing Participant, your company and your company's Designated Clearing Participant) before I/we receive the return of the clearing margin in accordance with the provision of the preceding item, my/our claim for return of the clearing margin set forth in Article 5, Paragraph 1 hereof shall be transferred to your company (in the case where your company is a Non-Clearing Participant, your company and your company's Designated Clearing Participant) to the extent of the amount returned by your company.

**Article 21. (Handling of Deposited Margin in the Case that the Position Transfer in the Case of Suspension of Trading Due to Insolvency, etc. Is Not Carried Out)**

Notwithstanding the provisions of Article 5 hereof, if your company is subject to the suspension of trading due to insolvency, etc. and the Financial Instruments Exchange decides to have the unsettled transactions relating to your customers' positions transferred, resold or repurchased or to have options in connection with such positions exercised (except for the case where the unsettled transactions relating to my/our positions are subject to the Position Transfer in the case of suspension of trading due to insolvency, etc. set forth in Article 17, Paragraph 1 hereof), I/we shall not object to the application of the following items:

- (1) If the clearing margin submitted by me/us is directly deposited, I/we may claim directly against JSCC the return of the money or securities deposited in lieu of money set forth in Article 5, Paragraph 1, Item 1 hereof, in accordance with the provisions prescribed by JSCC.
- (2) If I/we deposit a customer margin and the clearing margin is deposited as a replacement deposit in such case (including the case where the replacement deposit set forth in the proviso to Article 3, Paragraph 1, has been made), I/we may claim directly against JSCC the return of the money equivalent to the amount of my/our claim set forth in Article 18, Paragraph 1, Item 2 hereof, in accordance with the provisions prescribed by JSCC. In such a case, a claim for return of the customer margin (including the clearing margin submitted by me/us to your company in the case where the replacement deposit set forth in the proviso to Article 3,

Paragraph 1, has been made; the same shall apply in this paragraph) against your company shall lapse to the extent of the amount of the return; and

- (3) In the event that I/we receive all or part of the customer margin from your company (in the case where your company is a Non-Clearing Participant, your company and your company's Designated Clearing Participant) before I/we receive the return of the clearing margin in accordance with the provision of the preceding item, my/our claim for return of the clearing margin set forth in the preceding item shall be transferred to your company (in the case where your company is a Non-Clearing Participant, your company and your company's Designated Clearing Participant) to the extent of the amount returned by your company.

**Article 22. (Claim in the Case of the Suspension of Trading Due to Insolvency, etc.)**

Even if I/we sustain damages, in the case where your company is subject to the suspension of trading due to insolvency, etc. conducted by the Financial Instruments Exchange, due to the treatment set forth in this Agreement or other rules prescribed by the Financial Instruments Exchange or JSCC, I/we shall not claim compensation for such damages against the Transferee Trading Participant, the Financial Instruments Exchange and JSCC (in the case where your company is a Non-Clearing Participant, your company's Designated Clearing Participant, Transferee Trading Participant, or the Financial Instruments Exchange and JSCC); provided, however, that if willful intention or gross negligence is recognized at your company's Designated Clearing Participant, Transferee Trading Participant, the Financial Instruments Exchange or JSCC, this shall not apply for the corresponding party.

**Article 23. (Restrictions of Assignment of Claims etc.)**

I/we shall not assign or pledge in the claims which I/we have against JSCC and your company (in the case where your company is a Non-Clearing Participant; JSCC, your company and your company's Designated Clearing Participant).

**Article 24. (Interest or Other Consideration on Margin)**

No interest or other consideration shall accrue on the money or securities deposited in lieu of money submitted to or deposited with your company by me/us as margin with respect to any Futures/Options Trading.

**Article 25. (Business Hours)**

I/we shall conduct Futures/Options Trading through your company during the operating hours as specified by your company.

**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 28. (Preparation and Submission of Reports, etc.)**

I/we shall not object to your company reporting the matters in connection with the Futures/Options Trading carried out by me/us to the governmental authorities of Japan, the Financial Instruments Exchange or JSCC (in the case where your company is a Non-Clearing Participant; governmental authorities of Japan, the Financial Instruments Exchange or your company's Designated Clearing Participant), etc., if it is required under the laws of Japan or the rules of the Financial Instruments Exchange or JSCC, etc. In such a case, I/we shall cooperate with your company in the preparation of such reports and other documents (including records in an electronic or magnetic format; the same shall apply to the following paragraph.) under the direction of your company.

2. Your company shall not be liable for any damages caused in relation to the preparation or offering of the reports and other documents conducted in accordance with the provision of the preceding paragraph.

**Article 29. (Immunity from Liability)**

Your company and JSCC (in the case where your company is a Non-Clearing Participant; your company, your company's Designated Clearing Participant, and JSCC) shall not be liable for any damages caused by a delay in the return of clearing margin or customer margin, etc. claimed by me/us, due to force majeure, such as a natural disaster and other justifiable reasons.

2. Your company and JSCC (in the case where your company is a Non-Clearing Participant; your company, your company's Designated Clearing Participant, and JSCC) shall not be liable for any damages on clearing margin or customer margin, etc., such as loss, destruction or mutilation, due to the reasons set forth in the preceding paragraph.

3. If your company collates the seal or signature used in various reports or other documents with the registered seal impression or signature with due diligence, and deems such seal or signature to be genuine, your company shall not be liable for any damages caused by forgery, alteration or other accidents concerning such documents.

4. Your company shall not be liable for any damages caused by my/our not being able to conduct Futures/Options Trading through your company outside of your company's operating hours even though the trade request may have been made during the Futures/Options Trading Hours at the Financial Instruments Exchange.

5. Your company, the Financial Instruments Exchange, JSCC, a party who is a calculator/provider of numerical values used for calculating the required amount of margin, and the margin calculation algorithm developer/provider shall not be liable for any damages caused by any inability, delay, mistake or amendment when calculating margin requirements.

**Article 30. (Effect of Notice)**

In the event that a notice of any kind with respect to the Futures/Options Trading by your company, the Financial Instruments Exchange or JSCC addressed to my/our reported address or office location is delayed or does not arrive due to my/our change of address or location, absence or any other reason attributable to me/us, it shall be deemed to have arrived at the time when it should have normally arrived.

**Article 31. (Applicable Law)**

This Agreement shall be governed by the laws of Japan and construed in accordance therewith.

**Article 32. (Agreed Jurisdiction)**

With respect to any legal action arising in connection with the Futures/Options Trading between your company and me/us, your company shall have the right to designate a court having jurisdiction over such legal action from the courts having jurisdiction over the place where the head office or \_\_\_\_\_ branch of your company is located.

**Article 33. (Electronic or Magnetic Transfer of Document)**

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).

**Article. 33-2 (Securities)**

In this Agreement, “securities” refers to securities as defined in Article 2, Paragraph 1 of the Act, and the rights deemed as securities as defined in Article 2, Paragraph 2 of the Act.

**Article 34. (Rules for Agency Firm)**

If I/we am/are an agency firm, I/we shall ensure that any applicant abide by the rules of the Financial Instruments Exchange and that, if requested by the Financial Instruments Exchange, I/we shall submit reference materials on my/our agent services either through your company or directly to the Financial Instruments Exchange.

2. If I/we am/are an agency firm, I/we shall notify the following matters to your company:

- (1) That I/we am/are acting as an agency firm for another customer in conducting Futures/Options Trading through your company, if this is the case;
- (2) In the case of the preceding item, whether the margin that I/we submit to or deposit with your company is clearing margin or customer margin that the applicant submitted to me/us or whether it is clearing margin or customer margin deposited by me/us as replacement deposit after receiving a deposit of brokerage margin from the applicant; and
- (3) In the case of Item 1, information for long positions and short positions of each applicant for the report set forth in Article 25 of Rules on Margins, etc. for Futures and Option Contracts of JSCC for every trading day (in the case of securities options contracts, every day).

3. If I/we am/are an agency firm, I/we shall make a contract equivalent to the provisions in this Agreement and the Margin Rules with the applicant on matters pertaining to the rights and return of margins and the like.

4. With regard to brokerage of entrustment of Brokerage for Clearing of Securities, etc. relating to Futures/Options Trading, a trading participant who entrusted such clearing will be deemed as an agency firm for Futures/Options Trading; therefore, Paragraph 1 to 3 of this Article will be applied.

### **Article 35. (Handlings of Cases of Give-up)**

I/We shall not object to the handling enumerated in each of the following items when I/we entrust Futures/Options Trading related to Give-up.

- (1) In cases where your company is an Order Execution Trading Participant, I/we shall open an Account with a Designated Clearing Execution Trading Participant; provided, however, that this shall not apply to cases where I/we are a trading agent (\*1) or where I/we are a customer who has applied for the entrustment of settlement of Futures/Options Trading pertaining to the Give-up with a clearing agent (\*2)

\*1 Means a customer in cases where such customer entrusted Futures/Options Trading with an Order Execution Trading Participant and is a Financial Instruments Business Operator or Foreign Securities Services Provider, and such entrustment is based on the brokerage of entrustment of Futures/Options Trading with the Order Execution Trading Participant; the same shall apply in this paragraph.

\*2 Means a customer in cases where such customer entrusted settlement of Futures/Options Trading with a Designated Clearing Execution Trading Participant and such participant is a financial instruments business operator or Foreign Securities Services Provider, and such entrustment is based on brokerage of entrustment of settlement of Futures/Options Trading with the Designated Clearing Execution Trading Participant; the same shall apply in this paragraph.

- (2) In cases where your company is a Designated Clearing Execution Trading Participant, I/we shall open an Account with Order Execution Trading Participant; provided, however, this shall not apply to cases where I/we are a settlement agent or a customer who applied for the brokerage of entrustment of Futures/Options Trading related to the Give-up with the trading agent.

2. In cases where I/we entrust Futures/Options Trading pertaining to a Give-up, if your company is an Order Execution Trading Participant, I/we shall not object to the handlings enumerated in each of the following items

- (1) When a Give-up is established due to a take-up notification made by a Designated Clearing Execution Trading Participant, the Futures/Options Trading pertaining to such Give-up shall be extinguished for your company for the future, the entrustment with your company related to such extinguished Futures/Options Trading shall be terminated, Futures/Options Trading whose content is the same as such extinguished Futures/Options Trading shall be newly created with a Designated Clearing Execution Trading Participant, and the entrustment of settlement of such newly created Futures/Options Trading shall be established with the Designated Clearing Execution Trading Participant who made application for such take-up.

- (2) Where a Designated Clearing Execution Trading Participant has not made take-up notification, if I/we do not give instruction with regard to handling methods by the time agreed between your company and me/us, your company shall conduct, at your company's discretion, resale, repurchase or exercise of options that is required for the settlement of the Futures/Options Trading for my/our account

- (3) Where, as a result of the resale, repurchase, or exercise in the preceding item, losses have occurred, I/we shall immediately pay money equivalent to the amount of such losses to your company.

3. Where I/we entrust Futures/Options Trading pertaining to a Give-up, and your company is a Designated Clearing Execution Trading Participant, I/we shall not object to the handlings enumerated in each of the following items.

- (1) Where a Give-up is established due to your company making take-up notification, the Futures/Options Trading pertaining to the Give-up shall be extinguished for the Order Execution Trading Participant for the futures, the entrustment of such extinguished Futures/Options Trading with such Order Execution Trading Participant shall be terminated, the Future/Options trading whose content is the same content as such extinguished Futures/Options

Trading shall be newly created with your company, and the entrustment of settlement of such newly created Futures/Options trading shall be established with your company.

- (2) Your company may not accept the entrustment of settlement of the Futures/Options Trading pertaining to the Give-up due to the conditions agreed upon in advance with the Order Execution Trading Participant not being satisfied.

**Article 36. (Handling of Position Transfer)**

Where I/we wish for Position Transfer to another trading participant with which I/we have already opened an Account, I/we must apply for transfer of positions with your company and such other trading participant and receive acceptance from them by a predetermined deadline.

(Note) Articles and paragraphs provided by each of the following items may be deleted from this Agreement

- (1) Where the customer is not an agent (in cases where the trading participant is a Non-Clearing Participant, means a party that has undertaken brokerage of entrustment of brokerage of entrustment of Brokerage for Clearing of Securities, etc.

Article 34

- (2) Where the customer does not conduct a Give-up

Article 35

- (3) Where the customer does not transfer positions

Article 36

**Dated:**     /     /

**[In the case of signature:]**

**ENTRUSTING PARTY (We, Our, Us):**

**(Address)**

**By:**

\_\_\_\_\_  
**(Name)**

**(Title)**

**[In the case of company seal:]**

**ENTRUSTING PARTY (We, Our, Us) :**

**(Name/Trade Name)**

**(Address)**

<b>Affix Seal</b>

Revenue  
Stamp

## Agreement for Setting up Margin Transaction Account

I/We hereby acknowledge that I/we have received and fully understood the explanation provided by your company regarding the margin transaction system including its characteristics and mechanisms, and will conduct margin transaction on my/our own judgment and responsibility. In setting up a Margin Transaction Account in your company, I/we agree to abide by the matters provided in each of the following articles hereof, as well as the provisions of the Financial Instruments and Exchange Act (Act No. 25 of 1948; hereinafter referred to as the “Act”) and laws and regulations, any provisions related to the conditions of margin transactions prescribed in the Brokerage Agreement Standards (*Jutaku Keiyaku Junsoku*), the Articles of Incorporation (*Teikan*), the Business Regulations (*Gyoumu Kitei*), other rules, decisions, and practices of the financial instruments exchange which establishes the financial instruments exchange market where transactions pertaining to margin transaction are conducted (hereinafter referred to as the “Exchange”).

IN WITNESS WHEREOF, I/we have hereto signed my/our name and delivered this Agreement to your company. The terms used herein shall have the same meaning as the terms defined in the provisions of rules of the Exchange.

### Article 1. Management through Margin Transaction Account

With respect to margin transactions to be made between your company and me/us, any borrowed money, purchased securities, borrowed securities, sales proceeds, security deposits, gain and loss on settlement of transactions, interest, and other money payable or receivable shall be handled in this margin transaction account.

### Article 2. Scope of Securities in Lieu of Security Deposits

If I/we deposit securities in lieu of security deposits with your company, I/we acknowledge that your company may receive such securities to the extent they are acceptable to your company.

### Article 3. Treatment of Security Deposits

1. All security deposits deposited in my/our Margin Transaction Account at your company shall be kept in custody separately from your assets in accordance with the laws and regulations.
2. Notwithstanding the provisions of the preceding paragraph, I/we acknowledge that any securities in lieu of security deposits deposited with your company may, upon my/our consent in writing separately, be pledged as collateral or loaned to a third party by your company.
3. In the case of the preceding paragraph, your company shall keep in custody the amount of money or securities equivalent to the securities which your company has pledged as collateral or lent to a third party separately from your assets in accordance with the laws and regulations.

#### **Article 4. Treatment of Securities Purchased and Sales Proceeds**

I/We acknowledge that your company may, at the discretion of your company, lend the securities I/we have purchased or sales proceeds of my/our securities through my/our Margin Transaction Account to a third party, pledge them as collateral, make use of them for other customers' margin transactions, or exercise any rights pertaining to such securities.

#### **Article 5. Changes to the Conditions for Closing Outstanding Transactions**

In the event that the Exchange makes any changes to the conditions for closing outstanding transactions pertaining to margin transaction due to natural disasters, drastic changes in economic conditions, delisting, or other unavoidable reasons, I/we shall comply with such changes.

#### **Article 6. Restriction by Loans for Margin Transactions Regulations**

With respect to the standardized margin transaction in which I/we am/are engaged, I acknowledge that if a Securities Finance Company, which is designated by the Exchange (hereinafter referred to as the "SFC"), takes any actions or imposes any restrictions as prescribed in the following items in accordance with the Loans for Margin Transactions Regulations (*Taishaku Torihiki Kashidashi Kitei*), your company shall take the same actions or impose the same restrictions on my/our standardized margin transactions:

- (1) Where a SFC postpones applying for loan repayment in accordance with the Loans for Margin Transactions Regulations, as a result of the fact that the number of outstanding shares for loaned stocks, etc. for a specific stock pertaining to the Loans for Margin Transactions handled by the SFC exceed the number of outstanding shares for loaned money, etc. and it becomes impossible or extremely difficult to procure additional stocks to compensate for such shortfall, etc.;
- (2) Where a SFC urges to make settlements with the exceptional procedures and conditions determined separately in accordance with the Loans for Margin Transactions Regulations, as a result of the fact that it becomes impossible or extremely difficult to settle Loans for Margin Transactions regarding a part or all of stocks due to natural disasters, wars, civil commotion, drastic changes in overall economic conditions, trading halts or restrictions by the Exchange, shortages in stocks to be loaned, or other unavoidable reasons; or
- (3) Any other restrictions by the Loans for Margin Transactions Regulations of the SFC relating to the conditions of the standardized margin transaction.

#### **Article 7. Treatment of Matters such as Dividends from Surplus to Be Paid for, and Rights to Receive Stocks upon Stock Split of, Purchased Securities**

With respect to the standardized margin transaction, in the event that I/we acquire any rights, including rights of dividends from surplus to be paid for, and rights to receive stocks upon stock split of, purchased securities that I/we have deposited with your company or securities borrowed from your company, these rights shall be treated in a manner set forth by the Exchange.

#### **Article 8. Acceleration of Fulfillment of Obligations**

1. In the event that I/we become involved in any of the following events, I/we acknowledge that I will lose the benefit of term regarding any or all obligations I/we owe to your company pertaining to my/our margin transactions and will fulfill such obligations immediately, without any notice or demand from your company:

- (1) If I/we suspend a payment or file a petition for commencement of a bankruptcy proceeding, rehabilitation proceeding, corporate reorganization proceeding, or special liquidation;
  - (2) If my/our bank transactions are suspended by the clearinghouse or the electronic monetary claim recording institution set forth in Article 2, Paragraph 2 of Electronically Recorded Monetary Claims Act (Act No. 102 of 2007);
  - (3) If an order or a notice of provisional seizure, preservative seizure or seizure on any part of receivables pertaining to my/our margin transactions or other receivables against your company is sent;
  - (4) If a procedure for seizure or auction has started for the collaterals, which are pledged as collateral to satisfy my/our obligations I/we owe to your company pertaining to the margin transactions;
  - (5) If I/we fall under any event equivalent or similar to those prescribed in the preceding items pursuant to foreign laws and regulations; or
  - (6) If my/our whereabouts become unknown to your company due to reasons attributable to me/us, such as failure to inform your company of a change of my/our address.
2. In the event that any of the following events arises, I/we acknowledge that I/we shall lose the benefit of term regarding any or all obligations I/we owe to your company pertaining to my/our margin transactions and shall fulfill such obligations immediately upon your company's request:
- (1) If I/we delay fulfillment of all or part of the obligations pertaining to my/our margin transactions with your company or other obligations I/we owe to your company;
  - (2) If a procedure for seizure or auction (including cases where I/we fall under any event equivalent or similar to procedures pursuant to foreign laws and regulations) has started for the collaterals, which are pledged as collateral to satisfy my/our obligations I/we owe to your company (excluding obligations pertaining to my/our margin transactions);
  - (3) If I/we fail to comply with any of the provisions prescribed in this agreement or other agreements on any transactions with your company; or
  - (4) If any reasonable event which requires the preservation of receivables against your company in addition to those set forth in the preceding three items occur.

#### **Article 9. Treatment of Margin Transactions in Case of Acceleration of Fulfillment of Obligations**

1. If I/we fall under any of each item of Paragraph 1 of the preceding article, I/we acknowledge that your company may, at the discretion of your company and for my/our own account, execute any sale or purchase contract necessary for settlements of any or all margin transactions through my/our Margin Transaction Account at your company.
2. If I/we delay fulfillment of all or part of my/our obligations pertaining to my/our margin transactions listed in Paragraph 2, Item 1 of the preceding article, I/we acknowledge that your company may, at the discretion of your company and for my/our own account, execute any sale or purchase contract necessary for settlements of my/our margin transactions pertaining to such delay in accordance with the rules of the Exchange.
3. If I/we fall under any of each item in Paragraph 2 of the preceding article, I/we shall, upon your company's request, entrust your company any sale or purchase transaction necessary for settlements of any and all margin transactions through my/our Margin Transaction Account at your company by the date and time designated by your company (excluding cases where your company will execute any sale or purchase contract pursuant to the provisions of the preceding paragraph).
4. If I/we do not entrust your company any sale or purchase transaction by the date and time set forth



in the preceding paragraph, I/we acknowledge that your company may, at the discretion of your company and for my/our own account, execute any sale or purchase contract necessary for such settlements.

5. If any loss is incurred by conducting sale or purchase set forth in each of the preceding paragraphs, I/we shall pay your company the amount of money equivalent to such loss immediately.

#### **Article 10. Disposition of Security Deposit, etc.**

In the event that I/we fail to fulfill any of the obligations I/we owe to your company regarding my/our margin transactions by the date and time specified by your company, I/we acknowledge that your company may, for my/our own account, dispose securities and assets listed in the following items without any notice, demand, or legal procedures by your company. The method, time, place, price and other terms shall be determined at the discretion of your company, and the proceeds from the disposition after deducting expenses shall be applied to satisfy my/our obligations regardless of legal priorities of such obligations. If there are outstanding after the abovementioned offset, I/we shall make a payment for such obligations immediately.

- (1) Securities in lieu of security deposits I/we have deposited with your company.
- (2) With respect to other securities transactions, my/our securities or movable assets that are possessed by your company or registered in the account in accordance with the Act on the Book-Entry Transfer of Corporate Bonds, Shares, etc. (Act No. 75 of 2001).

#### **Article 11. Offset Calculation**

1. In the event that I/we am/are obliged to fulfill all my/our obligations to your company due to certain circumstances including maturity of due period and acceleration of fulfillment of obligations, I/we acknowledge that your company may offset such obligations with any and all of my/our receivables pertaining to my/our margin transactions and other receivables against your company at any time regardless of the remaining term of such receivables.
2. If the offset specified in the preceding paragraph is available, I/we acknowledge that your company may receive the return of my/our deposits on my/our behalf, and apply it to payment of my/our obligations I/we owe to your company, without giving me/us any prior notice and without following the prescribed procedures.
3. In the event that obligations are to be offset in accordance with the provisions of the preceding two paragraphs, calculation of interest on my/our obligations and receivables, delinquency charges, etc. shall be fulfilled under the following conditions:
  - (a) The end of the calculation period shall be the day when such a calculation is performed;
  - (b) The interest rate for the obligations and receivables shall be determined by your company;
  - (c) The rate of default charges for the obligations to your company pertaining to my/our margin transactions shall be determined by the Exchange; and
  - (d) The rate of default charges against other obligations to your company shall be determined by your company.

#### **Article 12. Priority Order of Application to Payments, etc.**

In the event that the payments made by me/us or the offset specified in the preceding article made by your company are insufficient to discharge all of my/our obligations, I/we acknowledge that your company may apply such payments or offsets to my/our obligations according to the priority order your

company deems appropriate.

### **Article 13. Payment of Default Charges**

In the event that I/we fail to fulfill any of the obligations I/we owe to your company relating to my/our margin transactions, I/we shall, upon your company's request, pay for the default charges calculated at the rate determined by the Exchange for the period from the day immediately following the due date to the date of actual fulfillment.

### **Article 14. Treatment in Case Your Company Falls under the Category of the Financial Instruments Business Operator That Is the Subject of a Notice, etc.**

1. In the event that any of the following events arises, I/we acknowledge that, unless otherwise received a special notice from your company or the Investor Protection Fund of which your company is a member (hereinafter referred to as the "Fund"), I/we shall lose the benefit of term for any and all obligations I/we owe to your company pertaining to all of my/our margin transactions through my/our Margin Transaction Account at your company (hereinafter referred to as the "said margin transaction"), and will become unable to conduct any sale or purchase transaction for settlement.
  - (1) If your company falls under the category of the Financial Instruments Business Operator That Is the Subject of a Notice defined in the Act, and when the Fund exercises the beneficial interest into your company's Customer Segregated Fund Trust;
  - (2) If your company falls under the category of the Distressed Financial Instruments Business Operator defined in the Act, and when the Fund gives a public notice;
2. In the case of the preceding paragraph, I/we acknowledge that all receivables (excluding a right to claim return of security deposits) and obligations pertaining to my/our said margin transaction with your company shall be settled by delivering and receiving money equivalent to the amount of difference between the amounts prescribed in the following Items (1) and (2). In this regard, if I/we have to make a payment of money equivalent to the amount of difference, such amount of difference shall be secured by my/our security deposits deposited with your company.
  - (1) Total amount of (i) receivables pertaining to the sales proceeds from said margin transaction, (ii) the amount determined by the Exchange as the amount equivalent to the securities purchased through said margin transaction, and (iii) all other receivables regarding said margin transaction (excluding a right to claim delivery of purchased securities as well as a right to claim return of security deposits pertaining to said margin transaction).
  - (2) Total amount of (i) obligations pertaining to the purchase money through said margin transaction, (ii) the amount determined by the Exchange as the amount equivalent to the securities sold through said margin transaction, and (iii) all other obligations regarding said margin transaction (excluding a delivery obligation for the securities sold pertaining to said margin transaction).

### **Article 15. Claim for Treatments in Conjunction with Recognition, etc.**

In the event that your company falls under the category of the Financial Instruments Business Operator That Is the Subject of a Notice or Distressed Financial Instruments Business Operator, and if I/we incur any damages resulting from any of treatments specified in the preceding article and in

accordance with other rules set forth by the Exchange, I/we shall not make any claim for damages against the Exchange.

**Article 16. Prohibiting Transfer of Receivables, etc.**

I/We shall not transfer or pledge any of my/our receivables against your company as collateral to a third party.

**Article 17. Interest on Security Deposit or Other Consideration**

No interest or other consideration shall accrue on the money deposited as securities deposits or securities in lieu of security deposits which I/we have deposited with your company with respect to my/our margin transactions.

**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 20. Preparation and Submission of Reports, etc.**

1. I/We acknowledge that your company shall, upon being requested under the laws and regulations, etc. of Japan, report the details of my/our margin transactions and other matters to the governmental authorities of Japan, etc. In such a case, I/we shall cooperate with your company to prepare such reports and other documents under the direction of your company.
2. Your company shall not be liable for any damages caused in relation to the preparation or submission of the reports and other documents conducted in accordance with the provision of the preceding paragraph.

**Article 21. Disclaimer**

1. Your company shall not be liable for any damages caused by any delays in returning security deposits, etc. upon my/our request, due to force majeure such as natural disasters and other justifiable reasons.
2. Your company shall not be liable for any damages caused by loss, extinguishment and deterioration of security deposits and other incidents due to the reasons set forth in the preceding paragraph.
3. Your company shall not be liable for any damages caused by forgery, alteration or other accidents concerning reports or other documents, provided that your company has confirmed the seal or signature used thereon to be genuine by collating with the registered seal impression or signature with due diligence.

**Article 22. Effect of Notice**

In the event that any notice with respect to my/our margin transactions sent by your company, addressing to my/our reported address or office location, is delayed or does not arrive due to reasons

attributable to me/us such as address change or absence, such notice shall be deemed to have arrived at the time when it should have arrived normally.

#### **Article 23. Applicable Law**

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

#### **Article 24. Agreed Jurisdiction**

With respect to any legal action over my/our margin transactions with your company, your company may designate a court with jurisdiction over such legal action among from courts with jurisdiction over the territory where the head office or \_\_\_\_\_ branch of your company is located.

#### **Article 25. 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.

#### **Article 26. Securities**

In this agreement, the term "securities" refers to the securities as prescribed in Article 2, Paragraph 1 of the Act as well as the rights deemed as securities as prescribed in Paragraph 2 of the same article.

**Dated:**     /     /

***[In the case of signature:]***

**ENTRUSTING PARTY (We, Our, Us):**

**(Address)**

**By:**

\_\_\_\_\_  
**(Name)**

**(Title)**

***[In the case of company seal:]***

**ENTRUSTING PARTY (We, Our, Us)**

**(Name/Trade Name)**

**(Address)**

<b>Affix Seal</b>

業務規程施行規則の一部改正新旧対照表

新	旧
<p>(呼値の制限値幅)</p> <p>第16条 (略)</p> <p>2 限月取引の数及びその期間は、次の各号に掲げる取引対象指数の区分に従い、当該各号に定めるところによる。</p> <p>(1) (略)</p> <p>(2) 指数先物取引</p> <p>a・b (略)</p> <p>(削る)</p> <p><u>c</u> (略)</p> <p><u>d</u> (略)</p> <p><u>e</u> (略)</p> <p><u>f</u> (略)</p> <p><u>g</u> (略)</p> <p>(3)～(5) (略)</p> <p>3 規程第33条第2項から第4項までに規定する呼値の制限値幅の上限又は下限の拡大は、次の各号に掲げる市場デリバティブ取引の区分に従い、当該各号に定めるところによる。</p> <p>(1) (略)</p> <p>(2) 指数先物取引</p> <p>a・b (略)</p> <p>(削る)</p>	<p>(呼値の制限値幅)</p> <p>第16条 (略)</p> <p>2 限月取引の数及びその期間は、次の各号に掲げる取引対象指数の区分に従い、当該各号に定めるところによる。</p> <p>(1) (略)</p> <p>(2) 指数先物取引</p> <p>a・b (略)</p> <p><u>c Nifty 50</u>  <u>3月、6月、9月及び12月の各月の末日（インド共和国における該当日がNifty 50が算出されない予定の日に当たるときは、順次繰り上げる。）におけるNifty 50の最終の数値（次項第2号cにおいて「Nifty 50制限値幅算定基準値」という。）に100分の10を乗じて得た数値（10ポイントの整数倍の数値でないときは、10ポイントの整数倍の数値に切り下げる。次項第2号cにおいて同じ。）とする。</u></p> <p><u>d</u> (略)</p> <p><u>e</u> (略)</p> <p><u>f</u> (略)</p> <p><u>g</u> (略)</p> <p><u>h</u> (略)</p> <p>(3)～(5) (略)</p> <p>3 規程第33条第2項から第4項までに規定する呼値の制限値幅の上限又は下限の拡大は、次の各号に掲げる市場デリバティブ取引の区分に従い、当該各号に定めるところによる。</p> <p>(1) (略)</p> <p>(2) 指数先物取引</p> <p>a・b (略)</p> <p><u>c Nifty 50</u>  <u>3月、6月、9月及び12月の各月の末日（インド共和国における該当日がNifty 50が算出されない予定の日に当たるときは、順次繰り上げる。）におけるNifty 50の最終の数値（次項第2号cにおいて「Nifty 50制限値幅算定基準値」という。）に100分の10を乗じて得た数値（10ポイントの整数倍の数値でないときは、10ポイントの整数倍の数値に切り下げる。次項第2号cにおい</u></p>

<p><u>c</u> (略)</p> <p><u>d</u> (略)</p> <p><u>e</u> (略)</p> <p><u>f</u> (略)</p> <p>(3)・(4) (略)</p> <p>4 (略)</p> <p>5 第1項から第3項までに規定する呼値の制限 値幅の基準値段は、次の各号に掲げる市場デリ バティブ取引の区分ごとに、当該各号に定める 値段とする。</p> <p>(1) (略)</p> <p>(2) 指数先物取引</p> <p>a Mini取引を除く指数先物取引</p> <p>前取引日の当該限月取引の清算数値(ク リアリング機構が指数先物取引の清算数値 として定める数値をいう。以下同じ。)と する。ただし、前取引日に当該限月取引の 清算数値がない場合は、日経平均、東証株 価指数、JPX日経インデックス400、 東証マザーズ指数、RNP指数、TOPI X Core30、東証銀行業株価指数及 び東証REIT指数にあつては別表2によ り算出した理論価格(当該理論価格が呼値 の単位の整数倍でないときは、当該理論価 格に最も近接する呼値の単位の整数倍の値 段(該当する値段が二つある場合は、高い 方の値段))、NYダウ、台湾加権指数、 FTSE中国50インデックス、日経平均 VI及び配当指数にあつては当該限月取引 の直前に取引最終日を迎える限月取引の清 算数値とする。</p> <p>b (略)</p> <p>(3)～(5) (略)</p> <p>6 (略)</p> <p>(取引の一時中断)</p> <p>第20条 (略)</p> <p>2～4 (略)</p> <p>5 規程第33条第5項及び第6項に規定する本 所が定める値幅は、次の各号に掲げる市場デリ バティブ取引の区分に従い、当該各号に定め るところによる。ただし、取引状況等を勘案して 本所が必要と認める場合には、本所がその都度 定める値幅とする。</p> <p>(1) (略)</p>	<p>て同じ。)とする。</p> <p><u>d</u> (略)</p> <p><u>e</u> (略)</p> <p><u>f</u> (略)</p> <p><u>g</u> (略)</p> <p>(3)・(4) (略)</p> <p>4 (略)</p> <p>5 第1項から第3項までに規定する呼値の制限 値幅の基準値段は、次の各号に掲げる市場デリ バティブ取引の区分ごとに、当該各号に定める 値段とする。</p> <p>(1) (略)</p> <p>(2) 指数先物取引</p> <p>a Mini取引を除く指数先物取引</p> <p>前取引日の当該限月取引の清算数値(ク リアリング機構が指数先物取引の清算数値 として定める数値をいう。以下同じ。)と する。ただし、前取引日に当該限月取引の 清算数値がない場合は、日経平均、東証株 価指数、JPX日経インデックス400、 東証マザーズ指数、RNP指数、TOPI X Core30、東証銀行業株価指数及 び東証REIT指数にあつては別表2によ り算出した理論価格(当該理論価格が呼値 の単位の整数倍でないときは、当該理論価 格に最も近接する呼値の単位の整数倍の値 段(該当する値段が二つある場合は、高い 方の値段))、NYダウ、<u>Nifty 50</u>、台湾加権指数、FTSE中国50イン デックス、日経平均VI及び配当指数にあ つては当該限月取引の直前に取引最終日を 迎える限月取引の清算数値とする。</p> <p>b (略)</p> <p>(3)～(5) (略)</p> <p>6 (略)</p> <p>(取引の一時中断)</p> <p>第20条 (略)</p> <p>2～4 (略)</p> <p>5 規程第33条第5項及び第6項に規定する本 所が定める値幅は、次の各号に掲げる市場デリ バティブ取引の区分に従い、当該各号に定め るところによる。ただし、取引状況等を勘案して 本所が必要と認める場合には、本所がその都度 定める値幅とする。</p> <p>(1) (略)</p>
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<p>(2) 指数先物取引</p> <p>a (略)</p> <p>b NYダウ、台湾加権指数及びF T S E 中国50インデックス</p> <p>基準値段に100分の1を乗じて得た数値とする。</p> <p>c～e (略)</p> <p>(3)～(5) (略)</p> <p>6 (略)</p> <p>(特別清算数値算出に係る値段)</p> <p>第22条 (略)</p> <p>2 規程第36条第1項第6号に規定する本所が定める時間は、日経平均に係る指数オプション取引の日中立会開始時から10分間（同号に掲げる特別な数値の算出に用いる日経平均を対象とする指数先物取引の限月取引について、規程第33条第1項の規定により取引の一時中断が行われた時間を除く。）とする。</p> <p>付 則</p> <p>この改正規定は、平成30年7月17日から施行する。</p>	<p>(2) 指数先物取引</p> <p>a (略)</p> <p>b NYダウ、<u>N i f t y 50</u>、台湾加権指数及びF T S E 中国50インデックス</p> <p>基準値段に100分の1を乗じて得た数値とする。</p> <p>c～e (略)</p> <p>(3)～(5) (略)</p> <p>6 (略)</p> <p>(特別清算数値算出に係る値段)</p> <p>第22条 (略)</p> <p>2 規程第36条第1項第7号に規定する本所が定める時間は、日経平均に係る指数オプション取引の日中立会開始時から10分間（同号に掲げる特別な数値の算出に用いる日経平均を対象とする指数先物取引の限月取引について、規程第33条第1項の規定により取引の一時中断が行われた時間を除く。）とする。</p>
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J－N E T市場に関する業務規程及び受託契約準則の特例の施行規則の一部改正新旧対照表

新	旧
<p>(J－N E T取引の値段)</p> <p>第3条 J－N E T市場特例第3条第3項に規定する本所が定める値段は、次の各号に掲げる市場デリバティブ取引の区分に従い、当該各号に定めるところによる。</p> <p>(1) (略)</p> <p>(2) 指数先物取引</p> <p>次のa及びbに掲げる指数先物取引の対象の区分に従い、当該a及びbに定める値段とする。ただし、先物取引に係るJ－N E T取引の基準値段から立会における呼値の制限値幅の基準値段に100分の8(日経平均V Iを対象とするものにあつては100分の20、配当指数を対象とするものにあつては100分の10。以下この号において同じ。)を乗じて算出した数値を減じて得た値段(当該値段が1円又は1ポイントの1万分の1未満の場合にあつては、1円又は1ポイントの1万分の1)から、当該立会における呼値の制限値幅の基準値段に100分の8を乗じて算出した数値を当該先物取引に係るJ－N E T取引の基準値段に加えて得た値段までの範囲内の値段に限る。</p> <p>a (略)</p> <p>b 東証株価指数、J P X日経インデックス400、東証マザーズ指数、RNP指数、T O P I X C o r e 30、東証銀行業株価指数、東証R E I T指数、NYダウ、F T S E中国50インデックス、日経平均V I、T O P I X配当指数及びT O P I X C o r e 30配当指数 1ポイントの1万分の1の整数倍の値段</p> <p>(3)～(5) (略)</p> <p>2 (略)</p> <p>付 則</p> <p>この改正規定は、平成30年7月17日から施行する。</p>	<p>(J－N E T取引の値段)</p> <p>第3条 J－N E T市場特例第3条第3項に規定する本所が定める値段は、次の各号に掲げる市場デリバティブ取引の区分に従い、当該各号に定めるところによる。</p> <p>(1) (略)</p> <p>(2) 指数先物取引</p> <p>次のa及びbに掲げる指数先物取引の対象の区分に従い、当該a及びbに定める値段とする。ただし、先物取引に係るJ－N E T取引の基準値段から立会における呼値の制限値幅の基準値段に100分の8(日経平均V Iを対象とするものにあつては100分の20、配当指数を対象とするものにあつては100分の10。以下この号において同じ。)を乗じて算出した数値を減じて得た値段(当該値段が1円又は1ポイントの1万分の1未満の場合にあつては、1円又は1ポイントの1万分の1)から、当該立会における呼値の制限値幅の基準値段に100分の8を乗じて算出した数値を当該先物取引に係るJ－N E T取引の基準値段に加えて得た値段までの範囲内の値段に限る。</p> <p>a (略)</p> <p>b 東証株価指数、J P X日経インデックス400、東証マザーズ指数、RNP指数、T O P I X C o r e 30、東証銀行業株価指数、東証R E I T指数、NYダウ、<u>N i f t y 50</u>、F T S E中国50インデックス、日経平均V I、T O P I X配当指数及びT O P I X C o r e 30配当指数 1ポイントの1万分の1の整数倍の値段</p> <p>(3)～(5) (略)</p> <p>2 (略)</p>

取引参加者料金等に関する規則の一部改正新旧対照表

新	旧
<p>(取引参加者料金)</p> <p>第2条 (略)</p> <p>2～4 (略)</p> <p>5 ギブアップ負担金は、清算執行取引参加者(業務規程第42条第2項に規定する清算執行取引参加者をいう。)が納入するものとし、その額は、同項の規定により成立したギブアップに係る売付け又は買付けの数量に、次の各号に掲げる取引の区分に応じて、当該各号に定める金額を乗じた額とする。</p> <p>(1) (略)</p> <p>(2) 指数先物取引 次のaからcまでに掲げる取引対象指数の区分に従い、当該aからcまでに定める金額とする。</p> <p>a (略)</p> <p>b RNP指数、東証銀行業株価指数、NYダウ、台湾加権指数、FTSE中国50インデックス及び日経平均VI 5円</p> <p>c (略)</p> <p>(3)～(5) (略)</p> <p>6 取消料は、過誤のある注文により市場デリバティブ取引が成立した場合において、業務規程第25条第1項(J-NET市場に関する業務規程及び受託契約準則の特例第10条第1項において準用する場合を含む。)又は取引所外国為替証拠金取引に関する業務規程及び受託契約準則の特例(以下「取引所FX取引特例」という。)第15条第1項の規定に基づき、市場デリバティブ取引の取消しが行われたときに、当該過誤のある注文を発注した取引参加者が納入するものとし、その額は、取り消された取引(過誤のある注文により成立した取引に限る。)に係る取引手数料の算出の基準に、次の各号に掲げる取引の区分に応じて、当該各号に定める率又は金額を乗じて算出した額とする。ただし、当該額が10万円を下回る場合は、10万円とする。</p> <p>(1) (略)</p> <p>(2) 指数先物取引 次のaからgまでに掲げる取引対象指数の区分に従い、当該aからgまでに定める金額とする。</p> <p>a～e (略)</p>	<p>(取引参加者料金)</p> <p>第2条 (略)</p> <p>2～4 (略)</p> <p>5 ギブアップ負担金は、清算執行取引参加者(業務規程第42条第2項に規定する清算執行取引参加者をいう。)が納入するものとし、その額は、同項の規定により成立したギブアップに係る売付け又は買付けの数量に、次の各号に掲げる取引の区分に応じて、当該各号に定める金額を乗じた額とする。</p> <p>(1) (略)</p> <p>(2) 指数先物取引 次のaからcまでに掲げる取引対象指数の区分に従い、当該aからcまでに定める金額とする。</p> <p>a (略)</p> <p>b RNP指数、東証銀行業株価指数、NYダウ、<u>Nifty 50</u>、台湾加権指数、FTSE中国50インデックス及び日経平均VI 5円</p> <p>c (略)</p> <p>(3)～(5) (略)</p> <p>6 取消料は、過誤のある注文により市場デリバティブ取引が成立した場合において、業務規程第25条第1項(J-NET市場に関する業務規程及び受託契約準則の特例第10条第1項において準用する場合を含む。)又は取引所外国為替証拠金取引に関する業務規程及び受託契約準則の特例(以下「取引所FX取引特例」という。)第15条第1項の規定に基づき、市場デリバティブ取引の取消しが行われたときに、当該過誤のある注文を発注した取引参加者が納入するものとし、その額は、取り消された取引(過誤のある注文により成立した取引に限る。)に係る取引手数料の算出の基準に、次の各号に掲げる取引の区分に応じて、当該各号に定める率又は金額を乗じて算出した額とする。ただし、当該額が10万円を下回る場合は、10万円とする。</p> <p>(1) (略)</p> <p>(2) 指数先物取引 次のaからgまでに掲げる取引対象指数の区分に従い、当該aからgまでに定める金額とする。</p> <p>a～e (略)</p>

f NYダウ、台湾加権指数、FTSE中国50インデックス、日経平均・配当指数、TOPIX配当指数及びTOPIX Core30配当指数 40円

g (略)

(3)～(6) (略)

7～9 (略)

#### 付 則

この改正規定は、平成30年7月17日から施行する。

#### 別表 1

取引手数料の算出の基準及び取引手数料率等

取引手数料の算出の基準及び取引手数料率等は、次のとおりとする。

取引の区分	取引対象の区分	算出の基準	取引手数料率等
(略)	(略)	(略)	(略)
指数先物取引 (Mini 取引を除く。)	(略)	(略)	(略)
	NY ダウ、台湾加権指数及び FTSE 中国 50 インデックス	取引数量	売付け又は買付けごとに 1 取引単位につき 40円
	(略)	(略)	(略)
(略)	(略)	(略)	(略)

f NYダウ、Nifty 50、台湾加権指数、FTSE中国50インデックス、日経平均・配当指数、TOPIX配当指数及びTOPIX Core30配当指数 40円

g (略)

(3)～(6) (略)

7～9 (略)

#### 別表 1

取引手数料の算出の基準及び取引手数料率等

取引手数料の算出の基準及び取引手数料率等は、次のとおりとする。

取引の区分	取引対象の区分	算出の基準	取引手数料率等
(略)	(略)	(略)	(略)
指数先物取引 (Mini 取引を除く。)	(略)	(略)	(略)
	NY ダウ、 <u>Nifty 50</u> 、台湾加権指数及び FTSE 中国 50 インデックス	取引数量	売付け又は買付けごとに 1 取引単位につき 40円
	(略)	(略)	(略)
(略)	(略)	(略)	(略)