DTCC DATA REPOSITORY (JAPAN)
OPERATING PROCEDURES

1. Introduction

DTCC DATA REPOSITORY (JAPAN) K.K. (the "Company"), a company organized under the laws of Japan, has entered into User Agreements with various institutions that are potential users (each, a "User") of one or more services (each, a "Service") to be provided by the Company. The automated systems or other mechanisms through which the Company provides the Services are referred to herein as the "System".

2. User Information; Non-Repudiation

The Company will maintain for the benefit of Users a database that (a) assigns to each User a unique alpha-numeric identifier and (b) groups Users into families (each, a "Family") as directed by the Users (through User Agreements or in such other manner as designated by the Company from time to time) thatdesire to be so grouped. Users may access the System through (i) computer-to-computer links ("Computer- to-Computer Links"), (ii) through a secure Web front end (the "Web Front End"), or (iii) other means of access designated by the Company from time to time, in each case supported by or on behalf of the Company for the purpose, among possible others, of effecting electronic submission of records of eligible Derivatives Transactions, all in the manner and subject to the security arrangements established by the Company from time to time, as set forth in the Company's Applicable Publications (described below). The security arrangements established by the Company will include (a) means of determining whether particular records were submitted to the System through Computer-to-Computer Links established with a particular User or its Family or (b) access to the Web Front End by means of digital certificate(s) and password(s), or other secure identifiers, assigned to that User or its Family. Records submitted to the System (as described below) indicating a particular User as the submitting party (throughan identifier referred to above) shall be conclusively presumed to have been duly authorized by the User whenever such records are so determined to have been submitted through Computer-to-Computer Links established with that User or its Family, or through access of the Web Front End by means of the digital certificate(s) and password(s), or other secure identifiers, assigned to that User or its Family. If a User submits a record for another User that is a member of the same Family, the record shall be conclusively presumed to have been made on behalf of such other Family member and to have been duly authorized by such other Family member.

The Company may designate certain documents as "Applicable Publications," which may include publications of message formats and messaging processes for Computer-to-Computer Links and of procedures for use of the Web Front End, publications of security arrangements, publications of further specifications for Services or the System and any other publications, forms or notices that the Company deems to be an Applicable Publication. Such Applicable Publications, as well as modifications to these Operating Procedures and other notices from time to time, will be announced to Users through the issuance of important notices (each, an "Important Notice") which will be made available to Users in accordance with the "Notices" section set forth under "Important Legal Information" below.

3. How the System Works

The System is intended to provide Users with certain Services, in each case as set forth in more detail in an appendix or supplement to these Operating Procedures.

- *Transmission of Records from Users to the System*. Services may entail submission of one or more records or messages ("Records") by or on behalf of Users to the System, for processing, transmission, generation of reports or for other purposes. The Company may establish record descriptions ("Record Descriptions"), message formats, messaging processes and other specifications from time to time for use in submitting Records to the System. Records improperly

formatted or containing data elements not conforming to such descriptions, formats, processes or specifications may be rejected by the Company in its discretion. Publications of Record Descriptions, message formats and messaging processes and specifications will be announced to Users through an Important Notice or Applicable Publications. Each User agrees with the Company to use the System in accordance with the most up-to-date version of such procedures and publications made available by the Company from time to time. The Company may also establish procedures for the back loading of existing Records, and may establish different Records Descriptions, message formats, messaging process and other specifications for that purpose.

- *Termination of Use of Services.* Subject to any specific termination procedures set forth in an appendix or supplement for a particular Service, each User may terminate its use of the Services upon at least two Japanese business days' (each a "business day") notice to the Company. (Such termination may or may not be made in connection with any notice of a prospective modification to these Operating Procedures pursuant to paragraph 3 under Important Legal Information below.) Upon termination, all attempted submissions of Records by the terminating User shall not be permitted by the System and the Records of the terminating User shall not be subject to change in status as the result of any such attempted submission of Records. Such Records would no longer be communicated as open to JFSA. In addition, the terminating User shall be afforded the opportunity prior to termination to use the Web Front End to search all transactions and, to the extent then permitted by the Web Front End, to "download" copies of all Records found, with accompanying System assigned statuses. (All such Records will also have previously been transmitted to Users having Computer-to-Computer Links.) The terminating User shall not accrue fee obligations from the effective date of the termination onwards, but all other obligations and rights of the terminating User under these Operating Procedures shall survive termination of use of the Services. The Company may continue to maintain Records relating to the User as provided in these Operating Procedures after termination of use of the Services: However, unless obtaining a consent from the User, the Company cannot disclose any Data following the termination of the User Agreement except on request from any competent regulator, pursuant to a court order, or in accordance with applicable law or as otherwise set out in the Operating Procedures assuming they were still in effect.

- **Important Legal Information**

1. Copyright

These DTCC Data Repository (Japan) Operating Procedures, as amended, supplemented or modified from time to time, and together with any appendix, annex or supplement hereto (these "Operating Procedures") are protected by copyright © 2023 by DTCC Data Repository (Japan) K.K.

This publication (including, without limitation, any text, image, logo compilation code and/or design) is proprietary and protected by copyright and is exclusive for use by the Company and Users. Each User is granted, only for so long as it is a User, a personal limited, non-exclusive, non-transferable, non-sublicensable and freely revocable license to use this publication solely for its own internal business purposes in connection with access to and use of the System, with the right to make copies as reasonably necessary for such use and the right to download and store this publication on a computer of such User, in each case subject to the terms and conditions set forth herein. When such User ceases being a User, such User shall use its reasonable efforts to promptly return to the Company, or destroy, all copies of this publication then in its possession, including any copies held in any format in any electronic media; provided that such User shall not be obligated to take such action if doing so would be inconsistent with applicable law or such User's internal record retention policies. Except as authorized by the foregoing, no part of this publication may be printed, stored, reproduced, copied, altered, modified, posted, distributed, transmitted, displayed, published, sold, licensed or used in any form or by any means (other than for the User's own internal purposes in connection with the User's use of the System), without the Company's prior written approval.

2. Terms of Use

Users must satisfy themselves that the use of the System and the Services, including the submission and use of Records, will meet the requirements of any law, rule or regulation ("Applicable Law") to which they are subject. The Company is not making, and hereby expressly disclaims, any representations or warranties as to the status of Records submitted to the System by or on behalf of Users under Applicable Law or any contractual arrangements involving Users, including without limitation as to the enforceability of contracts described in Records.

Each User agrees that it will not (i) claim, solely on the basis of the electronic nature of the System, that any Record is inadmissible in a court of law or other proceeding or (ii) object, solely on the basis of the electronic nature of the System, to the admission of any Record in a court of law or other proceeding.

Each User agrees that it will not assign or otherwise transfer its rights or obligations hereunder or under its User Agreement to any third party without the Company's express written consent, which consent shall not be unreasonably withheld, and any such assignment or transfer without consent shall be null, void and without effect. Each User agrees that the Company may from time to time assign or transfer its rights and/or obligations hereunder or under a User Agreement, in whole or in part, in each case without the consent of any User, provided, however, that such assignment or transfer does not cause the User to be in breach or Applicable Law (including, but not limited to, the Financial Instruments and Exchange Act of Japan) and that the assignee has any regulatory approvals under Applicable Law (including, but not limited to, the Financial Instruments and Exchange Act of Japan) required in order to assume theassigned obligations. The Company will notify Users of any such action in advance pursuant to Section 3 below.

The contents of these Operating Procedures may be updated periodically, possibly in different formats. The most current version of these Operating Procedures, as well as Important Notices that address the contents of these Operating Procedures and Applicable Publications, will be made available by the Company to Users from time to time in accordance with "Notices" below. The Company will not be responsible for losses, costs or expenses arising from any failure of Users to follow the Company's most current Operating Procedures and/or Applicable Publications. Users may direct inquiries about these Operating Procedures, as well as requests for additional copies, to ddrjnotices@dtcc.com or to such other email address as the Company shall notify Users from time to time.

Each User waives any claim that it may have against the Company or any other person as a result of any loss or damage the User suffers due to failure to comply with its reporting obligations.

3. Notices

The Company will provide 10 business days' prior notice to each User of any material modification, amendment or supplement to these Operating Procedures and any Applicable Publication other than modifications to fees which shall require 60 days' notice. Any such modification, amendment or supplement shall have been approved by the Board of Directors of the Company, any successor oversight body, or, in either case, its designee(s) (the "DDRJ Board"). Any such notice, together with any Important Notice and any other notice from the Company to a User under these Procedures or under any agreement between the Company and a User, shall be sufficiently served on such User if the notice is electronically made available or transmitted to such User by any means normally employed by the Company for the delivery of electronic communications to such User. Alternatively, any such notice shall be sufficiently served on such User if it is in writing and delivered or mailed to the address most recently provided by such User to the Company in writing as being applicable for such purpose. Any such notice to a User, if made available or transmitted electronically, shall be deemed to have been given, respectively, at the time of availability or transmission. Any such notice to a User, if delivered or mailed in writing, shall be deemed to have been given at the time of receipt. Any notice from a User to the Company, including any notice under any agreement between the Company and the User, shall be sent to the Company at ddrjnotices@dtcc.com or to such other email address as the Company shall notify Users from time to time. Any notice to the Company shall be deemed to have been given when received by the Company at ddrjnotices@dtcc.com or to such other address the Company shall notify Users from time to time.

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4. Provision and Use of the Services

The Company shall retain exclusive control over the Services and the System through which they are provided. The Company shall adopt procedures for the Involuntary Termination of Users which shall be approved by the DDRJ Board, or any successor oversight body set out in Section 11 of these Operating Procedures. Each User is solely responsible for any equipment and software necessary for such User to access and use the System. Each User agrees that the System may not be used by any person in any jurisdiction where the Operating Procedures or use of the System would be contrary to any Applicable Law. Each User agrees that its access to and use of the Services and the System, and any activity that such User undertakes in connection therewith will at all times comply with Applicable Law. Each User that is a regulated entity agrees with the Company that such User will be solely responsible for complying with all requirements under Applicable Law with respect to record keeping and the maintenance of its books and records, and the Company makes no representation that the System will satisfy such requirements.

Each User agrees with the Company that such User will pay to the Company such fees and charges for use of the Services as shall be specified from time to time in Appendix A to these Operating Procedures. Each User that has, or has an affiliate that has, a daily money settlement account at The Depository Trust Company ("DTC") hereby agrees on behalf of itself or such affiliate that all such fees and charges shall be paid on a monthly basis through such a daily money settlement account in such manner as determined by the Company from time to time. The Company may from time to time make alternate forms of payment available to each such User. If a User does not have, or does not have an affiliate that has, a daily money settlement account at DTC, the Company shall specify alternate forms of payment to such User. Such an alternate form of payment may include, for a User that has, or has an affiliate that has, a money settlement account at another subsidiary of The Depository Trust & Clearing Corporation, a payment through such money settlement account.

Each User agrees not utilize the Services or Systems in a manner that would violate the Company's obligations to not engage in transactions that violate sanction laws and regulations of, the United States, United Nations or other relevant jurisdictions, to the extent applicable under the laws of User's place of incorporation and business headquarters.

5. Access to the System and Security

Each User agrees with the Company to abide by all security procedures specified by the Company to the User in the Applicable Publications and will take reasonable steps to maintain the confidentiality and integrity of such security procedures. Each User will not knowingly or negligently introduce or permit the introduction of any computer viruses, worms, Trojan horses or other harmful codes into the System. Each User agrees with the Company that such User is responsible for preventing unauthorized access to the System. The Company shall comply with its security procedures specified by it in the Applicable Publications.

6. Representation and Warranties

By using the System and the Services, each User represents and warrants on a continuing basis that (a) it has the power and authority to enter into and perform its obligations under these Operating Procedures and its User Agreement, (b) these Operating Procedures and its User Agreement constitute valid, binding and enforceable obligations of such User, (c) such User's access to and use of the System and the Services does not and will not violate any Applicable Law and (d) access to the System will be limited to authorized personnel who will be using the System within the scope of their employment and solely for such User's or its Family's business purposes. The Company represents and warrants on a continuing basis that (a) it has the power and authority to enter into and perform its obligations under these Operating Procedures, (b) these Operating Procedures constitute valid, binding and enforceable obligations of the Company and (c) it is duly registered, designated, recognized or otherwise licensed asa trade repository and authorized to provide the Service.

Each User represents that it and any of its related individuals and entities did not in the past, does not and shall not at any time in the future, fall under any of the categories of Boryokudan (organized crime:

Organizations that encourage its members to engage collectively or habitually in violent, unlawful, etc., acts), Boryokudan-in (members of organized crime: Members of Boryokudan), Boryokudan jun kouseiin (quasi-members of Boryokudan: Parties who maintain relationships with, cooperate with, or engage in the maintenance or operation of Boryokudan by providing funds, weapons, etc., to Boryoudan or members of Boryoudan, but, who are not themselves members), Boryoudan kankei kigyo (Organized crime related companies: Companies run by members of Boryokudan, quasi-members, or former members of Boryokudan, that maintain relationships with, cooperate with, or engage in the maintenance or operation of Boryokudan by providing funds to Boryokudan or by other means, or those companies that actively use Boryokudan in doing business, etc., and cooperate in the maintenance or operation of Boryokudan), Sokaiya etc. (corporate racketeers: Sokaiya, Kaisya goro (corporate racketeers) and others who may potentially engage in violent, unlawful, etc., acts in an effort to seek illicit benefits from civil society and may threaten the safety of civil life), Shakai undo etc. hyobo goro (those forces claiming to be social movements: Groups or individuals who disguise themselves as/claim to be social movements or political activities and may potentially engage in violent, unlawful, etc., acts to seek illicit benefits from civil society and may threaten the society of civil life), Tokusyu chino boryoku shudan etc. (special intellectual violent organizations: Groups or individuals, except those listed above, who use Boryokudan or their relationships with Boryokudan to engage in violent, unlawful, etc., acts in an effort to seek illicit benefits from civil society and may threaten the safety of civil life), or their equivalents (hereinafter collectively “Boryokudan-in etc.”).

Each User represents that it and any of its related individuals and entities did not in the past, does not, and shall not at any time in the future, fall under any of the following categories:

(1) To have a relationship with Boryokudan-in etc. in such a manner that Boryokudan-in etc. is recognized as controlling its management;

(2) To have a relationship with Boryokudan-in etc. in such a manner that Boryokudan-in etc. is recognized as being substantially involved in its management;

(3) To have a relationship with Boryokudan-in etc. in such a manner that each User or any of its individuals or entities is recognized as unjustifiably exploiting the Boryokudan-in etc. with the aim of pursuing illicit gains for each User, any of its individuals, entities, or a third party or inflicting damage on a third party;

(4) To have a relationship with Boryokudan-in etc. in such a manner that each User or any of its related individuals or entities is recognized as providing funds etc. or extending support to Boryokudan-in etc.; or

(5) To have a relationship with Boryokudan-in etc. in such a manner that each User or any of its related individuals or entities has a socially reprehensible relationship with Boryokudan-in etc.

Each User undertakes that it and any of its related individuals and entities is not engaged in and shall not at any time in the future be engaged in any of the following acts directly or by utilizing a third-party;

(1) Violent demand;

(2) Unjustified demand beyond the legal liability;

(3) Intimidating act or use of violence in using Company’s services;

(4) Act of demanding Company’s credit or obstructing the Company’s business by spreading false information, using fraudulent means or exercising force;

(5) Other acts equivalent to (1) through (4) above.

Each User agrees that the Company will commence processing the User’s service request, and that, if following review, the information provided is shown to be inaccurate or demonstrates that the User poses an excessive risk associated with money laundering, terrorist financing, violation of economic sanctions or organized crimes, etc., including in case where it is discovered that User has made a false notification, concerning any of representations or undertaking given above, the Company reserves the right to terminate the services without notice.

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7. Compliance with Applicable Law

Each User agrees with the Company that the Company and its affiliates may take or refrain from taking any action (including, without limitation, the disclosure of any information, including Confidential Information (as defined below), relating to such User or such User's use of the System and the Services) that the Company or its affiliates consider necessary or appropriate to comply with Applicable Law or withany subpoena, order or request of any court, governmental, regulatory, self-regulatory, market or other relevant authority, agency or organization, or to enable the Company and its affiliates to continue to provide the Services and the System to the Users. Neither the Company nor its affiliates, nor any of their respective officers, directors, employees or other representatives, will be liable to any User or any other person, including without limitation, any members, participants or users of a third party submitter, as a result of taking or refraining from taking any such action.

8. Confidential Information and Use of Data

8.1 Definition of Confidential Information

"Confidential Information" shall mean (a) with respect to the Company, transaction data specified in Records received by the Company and any data, reports, summaries or payment amounts which may be produced as a result of processing such transaction data, and (b) with respect to any User, the technical specifications of the System.

Confidential Information will not include (1) in the case of Confidential Information maintained by the Company, Confidential Information relating to a User that such User has requested in writing to release, (2) information that is, or becomes, known to the public other than through a breach by a User or the Company of these Operating Procedures, (3) information that is rightfully received by a User or the Company from a third party entitled to disclose it, or (4) information that is independently developed by a User or the Company without reference to such party's Confidential Information.

8.2 Duty of Confidentiality

The Company and each User agrees that each will treat as confidential (both during and after the termination of a User's access to the System) all Confidential Information. Except as otherwise expressly provided herein, neither the Company nor a User will transfer or disclose Confidential Information to any third party (other than any member of the User's Family) or use such Confidential Information except as expressly contemplated under these Operating Procedures and the Applicable Publications or, in the case of the Company, as reasonably deemed necessary by the Company to provide the Services or the System in connection with the operation of such service.

8.3 Permitted Disclosures

The Company shall consent to the disclosure of Confidential Information to vendors or agents of the User as needed to permit such vendors or agents to assist the User in its use of the System or the Services, provided that such vendors or agents execute a non-disclosure agreement satisfactory to the Company. In addition, a User may disclose Confidential Information to the extent required by Applicable Law, including, without limitation, as required by subpoena, order or request of any court, governmental, regulatory, self-regulatory, market or other relevant authority, agency or organization, but such disclosure shall be only to the extent and only for so long as necessary to comply with such Applicable Law.

The User shall consent to the Company disclosing Confidential Information, as reasonably deemed necessary by the Company, to the Company or its affiliates, to provide the System or in connection with the operation of any trade repository (or similar service).

Notwithstanding the provision of this section 8, nothing herein shall prevent the Company or its affiliates from releasing or disclosing data to others, provided that such data is both anonymous and aggregated in such a form that does not reveal, directly or indirectly, proprietary or confidential, financial, operational or trading data of a particular User or inappropriately arranged groups of Users (including, but not limited to, Users or groups of Users designated by size, market share, degree of use of the Service, or other similar indicator that may indicate the identity of the User or User group) or shall consist of a compilation of aggregated anonymous historical data. For the avoidance of doubt this means that the Company may;

make the following disclosures:

(i) Disclosure to the outsourcee pursuant to an agreement to outsource certain services,
(ii) Disclosure according to Applicable Law including disclosure to regulators or pursuant to an order by a court with valid jurisdiction or as otherwise set out in this Section 8.3
(iii) Pursuant to Applicable Laws, publication of aggregated anonymized data (including, without limitation, (a) information relating to aggregate positions and transaction activity and other aggregate data, including information relating to position and transaction activity and other data of broad categories of Users, so long as such categories of Users are sufficiently populous so that individual Users' positions and transaction activity and other data cannot be determined; (b) anonymous data based on aggregates, such as averages, means, etc.
(iv) Compilation of aggregated anonymous historical data for publication pursuant to Applicable Law,
(v) Upon consent of Users pursuant to the provisions set out herein.

8.4 Required Disclosures by User

Subject to Applicable Law, each User will supply the Company with all information that reasonably is requested by the Company concerning such User and related to such User's use of the System or the Services or that is reasonably and in good faith deemed by the Company to be necessary in connection with the Company's obligations under Applicable Law. Each User acknowledges and agrees that the Company and its affiliates on behalf of the Company may monitor and record (1) such User's use of the System or the Services and (2) telephone conversations with such User concerning the System or the Services.

9. Limitation of Liability and Disclaimer

The Company will have no responsibility or liability for determining the accuracy of a Record submitted by any User that is improperly formatted or contains data elements not conforming to the applicable Record Description. While the Company will attempt to use automated systems validate the formatting of data submissions and inform a User of such improper formatted or nonconforming data elements, the Company shall have no absolute obligation to inform any User of such problems and the Company's failure to so inform a User shall in no way guarantee that the Record was properly formatted and is conforming. The Company has no technical method of guaranteeing that any Record submitted conforms in form and substance to the applicable Record Description and as such assumes no liability in the event of non-conformity.

The Company will have no responsibility or liability for the completeness or accuracy of any transaction data it receives from any User or provides to any regulator or publishes or for the successful completion of any transaction covered by any Record. The Company in no event guarantees that any party to a transaction covered by any Record will fulfill its obligations to the other party or parties to such transaction.

The Services and the System are provided "as is." The Company and its affiliates do not make any representation or warranty, express or implied, as to the Services, the System or any other matter. Each User hereby waives any implied warranty or similar protection under any Applicable Law that may be claimed to apply to the Services or the System. The Company does not warrant that any method of accessing the System is secure and will have no liability in connection with a User's method of accessing the System.

The Company will not be liable to any User or in the case of a User that is a third party submitter, any member, participant or user of such third party submitter for any loss or damage of any kind directly or indirectly arising out of or related to such User's participation in the Services or the System, including, without limitation, any loss or damage arising out of or related to any failure of information available on or through the System to be free of error and up-to-date, failure of the System to be free of viruses or failure of the Company to maintain uninterrupted service or access or to adhere to its security procedures set forth in the Applicable Publications, except, in each case, to the extent that such loss or damage results from the negligence or willful misconduct of the Company; and provided, however, that if such loss or damage does not arise from the Company's gross negligence or willful misconduct (i.e., arises from simple negligence), the liability of the Company to any User shall be limited to an amount equal to the fees paid by the User to

the Company during the 12-calendar month period immediately preceding the loss(the "Fee Limit"); this limitation shall not apply to delinquent or overdue fee amounts. Each User agrees to, and shall, defend and indemnify each of the Company and each of its employees, officers, directors, shareholders, agents and professional advisors (each, an "Indemnified Person") from and against all reasonable losses, liabilities, damages, judgments, settlements, fines, costs and expenses (including, without limitation, court costs, reasonable attorneys' fees and disbursements and the expenses of enforcing this provision) (collectively, "Losses") that such Indemnified Person may incur directly arising out of or directly relating to the acts or omissions of such User's participation or failure to participate (for itself or on behalf of others) in the Services or the System, any unauthorized access to the System through such User's interface with the System or any other matter directly relating to such User that is not the responsibility of the Company hereunder, except in each case to the extent that such Losses arise out of or relate to the Company's negligence or willful misconduct; provided, however, that to the extent such Losses result from the Company's simple negligence (as opposed to gross negligence or willful misconduct), such limitation on the User's indemnity obligation shall be no greater than the amount of the Fee Limit.

In no event shall either party be liable for any indirect, consequential, special, exemplary, incidental, or punitive damages.

The parties acknowledge that these limitations are reasonable given the nature of the service and the relationship between the User and the Company.

10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial

- These Operating Procedures shall be governed by and construed in accordance with the law of Japan.

- Each party irrevocably agrees that any dispute in relation to hereof will be subject to the exclusive jurisdiction of the Tokyo District Court.

11 Involuntary Termination Procedures

11.1 User Termination Events by DDRJ

DDRJ may summarily terminate a User's account and access to the Services when the Board determines:

(a) That the User has failed to comply with terms of its User Agreement, the DDRJ Operating Procedures or the rules contained in the Operating Rules, in a manner which threatens or may cause immediate harm to the normal operation of the System, or DDRJ, in its sole discretion, deems necessary or appropriate in connection with any Applicable Law including those relating to the regulations administered and enforced by OFAC; or

(b) User's use of System or User's IT system is causing or may cause material harm to DDRJ, its Affiliates, or Users or the normal operation of the System (each a "Termination Event"). DDRJ's rights under this Section 11.1 will be in addition to and separate from its rights under Section 11.2.

In addition, the following actions must take place before DDRJ staff initiates any actions which may result in a User's termination of access to the DDRJ System and, specifically, the Services:

(a) The determination whether to Involuntary Terminate a User shall be made by DDRJ senior management, in consultation with DDRJ's counsel and compliance.

(b) The Representative Director of DDRJ must be notified in advance of any involuntary termination.

Additionally, DDRJ staff will take any necessary action to cancel the digital certificates of individuals with access to the terminating User's data.

11.2 Notice and Effect of Involuntary Termination

a) Upon the summary termination of a User's access pursuant to Section 11, DDRJ shall, as soon as possible, notify the subject User of the termination via email ("User Notice"). Such User Notice shall state to the extent practicable in general terms how pending transaction submissions and other pending matters will be affected and what steps are to be taken in connection therewith. Such termination shall be effective notwithstanding any appeal thereof pursuant to Section 11.3 unless and until such termination is modified or rescinded pursuant to said rule.

b) Pending Submissions: Notwithstanding any other provision of the DDRJ Operating Rules, DDRJ shall have no obligation to accept any submission of a terminated User that was effected after the time at which User was terminated from access to the System.

11.3 Right of Appeal

A User whose access to the Services has been terminated pursuant to Section 11.1 shall be entitled, upon request, to a written statement of the grounds for its termination and shall have the right to appeal its termination of access in accordance with the procedure described below:

a) A terminated User may appeal its termination of access by filing a written notice of appeal within 5 business days after the date of termination of access.

b) Appeals shall be considered and decided by the Appeal Panel (a panel comprised of a Chairman and two individuals appointed by the Chairman of the Board to consider appeals under Section 11.1). Appeal shall be heard as promptly as possible, and in no event more than 5 business days after the filing of the notice of appeal. The appellant shall be notified of thetime, place and date of the hearing not less than 3 business days in advance of such date. At the hearing, the appellant shall be afforded an opportunity to be heard and to present evidence in its own behalf, and may, if it so desires and at its own cost, be represented by legal counsel. As promptly as possible after the hearing, the Appeal Panel shall, by the vote of a majority of its members, affirm or reverse the termination of access or modify the terms thereof. The appellant shall be notified in writing of the Appeal Panel's decision; andif the decision shall have been to affirm or modify the termination, the appellant shall be given a written statement of the grounds therefor.

c) Any decision by the Appeal Panel to affirm or modify a termination shall be reviewable by the Board on its own motion or on written demand by the appellant filed with DDRJ within 3 business days after receipt of notice of the Appeal Panel's decision. The Board may, but is not required to, afford the appellant a further opportunity to be heard or to present evidence. The appellant shall be notified in writing of the decision of the Board, and if the decision shall have been to affirm or modify the termination, the appellant shall be given a written statement of the grounds therefor.

d) The filing of an appeal pursuant to this Operating Procedures shall not impair the validity or stay the effect of the termination appealed from. The reversal or modification of a termination shall not invalidate any acts of DDRJ taken pursuant to such termination prior to such reversal or modification, and the rights of any person which may arise out of any such acts shall not beaffected by such reversal or modification.

e) A record shall be kept of any hearing held pursuant hereto. The cost of the transcript may, in the discretion of the body holding the hearing, be charged in whole or in part to the terminated User in the event that the termination to access is finally affirmed.

12. Restrictive Actions

12.1 Restriction of Use

DDRJ, at the request of any DDRJ officer and agreed to by DDRJ's Representative Director, in consultation with DDRJ counsel and compliance, and subject to the procedures below, may censure, suspend, expel, temporarily deny access or limit the activities, functions or operations of, and/or impose a fine on, a User, assess such User with costs incurred, apply any deterrent financial penalties that DDR deems necessary, or take such other actions as DDRJ deems necessary for:

a. violation of the DDRJ Operating Rules or Operating Procedures;

b. any neglect or refusal by such User to comply with any applicable order or direction of DDRJ; or

c. any error, delay or other conduct that in DDRJ's reasonable discretion, may adversely affects the DDRJ's business operations. (each a "Subject Event").

DDRJ shall provide prompt notice to the JFSA of any action taken in accordance with this Section 12.1 or any terminations pursuant to Section 11.1.

12.2 Procedures for Restrictive Actions

Before any action is taken, DDRJ shall furnish the User against whom the action is sought to be imposed ("Respondent") with a concise written statement of the Subject Event against the Respondent (the "Subject Event Statement"). However, no prior written statement shall be required to be provided if the action is being taken by DDRJ in response to protecting the security of data, the DDRJ System or other Users. In such circumstances, a written statement shall promptly follow the DDRJ action. The Respondent shall have 10 business days after the service of such statement to file with DDRJ a written answer thereto. The answer shall admit or deny each allegation contained in the Subject Event Statement and may also contain any defense which the Respondent wishes to submit. Allegations contained in the Subject Event Statement which are not denied in the answer shall be deemed to have been admitted, and any defense not raised in the answer shall be deemed to have been waived. If an answer is not provided to DDRJ within the time permitted, the allegations shall be deemed to have been admitted, as determined by DDRJ compliance in consultation with DDRJ counsel, and the Respondent will be notified in writing of any action that shall be taken. If an answer is timely filed, DDRJ shall (unless the Respondent and DDRJ have stipulated to the imposition of an agreed action) schedule a hearing before a panel comprised of a chairman of the Restrictive Action Panel and 2 (two) individuals appointed by the Board to take restrictive action under this Operating Procedures ("Restrictive Action Panel"). At the hearing, the Respondent shall be afforded the opportunity to be heard and to present evidence on its behalf and may be represented by counsel. A record of the hearing shall be prepared and the cost of the transcript may, in the discretion of the Restrictive Action Panel, be charged in whole or in part to the Respondent in the event any action is taken against the Respondent. As soon as practicable after the conclusion of the hearing, the Restrictive Action Panel shall furnish the Respondent and the Board with a written statement of its decision. If the decision is to take an action in accordance with this Section 12.1, the written statement shall set forth the action being taken and the facts surrounding the violation of Section 12.1.

12.3 Right of Appeal

In the event that the Restrictive Action Panel censures, fines, suspends, expels or limits the activities, functions or operations of any Respondent, any affected User may apply for review to the Board, by written motion filed with DDRJ within 5 business days after issuance of the Restrictive Action Panel's written statement of its decision. The granting of any such motion shall be within the discretion of the Board. In addition, the Board may determine to review any such action by the Restrictive Action Panel on its own motion. Based upon such review, the Board may affirm, reverse or modify, in whole or in part, the decision of the Restrictive Action Panel. The Respondent shall be notified in writing of the decision of the Board which shall be final. Once a decision of the Disciplinary Panel is finalized, DDRJ's Representative Director or his/her designee(s) will facilitate and coordinate the administration of any such Restrictive Actions taken.

12.4 Administrative Matters

Any time limit set forth in Section 12 may be extended by the body having jurisdiction over the matter in respect of which the time limit is imposed.

The summary termination of access by a User pursuant to Section 11.1 above shall not be deemed to be a "action" taken in accordance with this Section 12, and the provisions of this Section 12 shall be inapplicable to any such summary termination.

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12.5 Audits, Provision of Information and Cooperation

Subject to Applicable Laws, each User will comply with all reasonable requests by DDRJ for information, documentation or data concerning such User and related to such User's use of the System as DDRJ may deem necessary. DDRJ will have the right to audit or inspect a User (and its facilities) with respect to its use of the System, upon reasonable notice, and Users shall cooperate with such audits or inspections and with other inquiries by DDRJ relating to their use of the System.

13 Signatures

The Company may, at its option, in lieu of relying on an original signature, rely on a signature as if it were (and the signature shall be considered and have the same effect as) a valid and binding original signature in the following circumstances:

If such signature is transmitted, recorded or stored by any electronic, optical, or similar means (including but not limited to telecopy, imaging, xeroxing, electronic mail, electronic data interchange, telegram, or telex).

Appendix A to the
DTCC Data Repository (Japan)
Operating Procedures

FEE SCHEDULE for FINANCIAL INSTRUMENTS AND BUSINESS OPERATORS, etc.

- **Account Management Fee:** JPY 100, 000 per Month (excluding tax) on contracted entity basis
- **Billable Positions:** Open positions at month-end
- **No Floor and No Cap**
- **Fee Rates:** Sliding scale with volume discount fee rates applied to month-end open positions, as per below table

Month-end Open Position		Monthly Fee
above	less than or equal to	
	100	JPY 600 / position (excluding tax)
100	1,000	JPY 350 / position + JPY 25,000 (excluding tax)
1,000	10,000	JPY 200 / position + JPY 175,000 (excluding tax)
10,000	30,000	JPY 100 / position + JPY 1,175,000 (excluding tax)
30,000	100,000	JPY 30 / position + JPY 3,275,000 (excluding tax)
100,000		JPY 15 / position + JPY 4,775,000 (excluding tax)

- **Payment to:** MUFG Bank, Ltd. Toranomon Branch A/C DDRJ
- **Currency:** Only in JPY

(Notes)

- The fees set out herein do not include any sales; value added or withholding taxes or othercharges levied by third parties that may apply under applicable law

FEE SCHEDULE for FINANCIAL INSTRUMENTS CLEARING ORGANIZATIONS, etc.

- **Account Management Fee:** JPY 100, 000 per Month (excluding tax) on contracted entity basis
- **Billable Positions:** Open positions at month-end
- **No Floor and No Cap**
- **Fee Rates:** Sliding scale with volume discount fee rates applied to month-end open positions, as per below table

Month-end Open Position		Monthly Fee
above	less than or equal to	
	100	JPY 300 / position (excluding tax)
100	1,000	JPY 175 / position + JPY 12,500 (excluding tax)
1,000	10,000	JPY 100 / position + JPY 87,500 (excluding tax)
10,000	30,000	JPY 50 / position + JPY 587,500 (excluding tax)
30,000	100,000	JPY 15 / position + JPY 1,637,500 (excluding tax)
100,000		JPY 7.5 / position + JPY 2,387,500 (excluding tax)

- **Payment to:** MUFG Bank, Ltd. Toranomon Branch A/C DDRJ
- **Currency:** Only in JPY

(Notes)

- The fees set out herein do not include any sales, value added or withholding taxes or other charges levied by third parties that may apply under applicable law

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