

Best Execution Policy

UBS Securities Japan Co., Ltd. (April 2012)

This best execution policy set forth in accordance with Paragraph 1, Article 40-2 of Financial Instruments and Exchange Law defines the policy and methods in which ensures the best trade execution condition for the client.

Upon acceptance of a client order for securities listed on a financial instruments exchange in Japan and if there is no overall agreement between the client and UBS Securities Japan on instruction regarding the execution method nor there is any specific client instruction regarding the execution method on an individual trade basis, UBS Securities Japan Co., Ltd. will endeavor to execute that order in accordance with the following policy:

1. Securities covered in the policy

(1) Shares of stock, bonds with stock acquisition rights (convertible bonds), ETFs (beneficiary certificates in investment trusts linked to a stock index), REITs (investment certificates in real estate investment trusts) which are listed on a financial instruments exchange in Japan, as well as, securities constituting "listed share certificates, etc.", as prescribed under Article 16-6 of the Financial Instruments and Exchange Law Enforcement Order.

(2) "Securities Handled" such as Green Sheet issues, Phoenix issues and bonds with stock acquisition rights (convertible bonds) etc. as set forth in Item (4) or Article 67-18 of the Financial Instruments and Exchange Law.

2. Method of executing a trade in the best conditions

(1) Listed stocks etc. (excluding securities issued by foreign companies)

[1] At the time an order is received from a client, unless there is an overall agreement between the client and UBS Securities Japan on instruction regarding the execution method or any specific client instruction regarding the execution method on an individual trade basis, UBS Securities Japan Co., Ltd. ("the company") will send an order to selected financial instruments exchanges designated in section [2] below. For those orders received from a client after financial instruments exchange auction session, "the company" will brokerage the order once the auction session on the financial instruments exchange reopens.

[2] Agency orders to be brokeraged to domestic financial instruments exchanges described in section [1] above will be executed as follows:

(a) Where the securities are listed on one financial instruments exchange (single listing) the company will brokerage the order to that exchange;

(b) Where the security is listed on multiple exchanges (multiple listing), the trade will be executed on the QUICK Principal Market (such market is the one which QUICK Corp. settled in consideration of the principal market selected by NIHON KEIZAI SHINBUM INC. for the purpose of the current price assessment use of a welfare annuity fund) which is the same market that will be retrieved when entering only the security code of this stock. However, in the case of additional listings and/or de-listing of the security which may cause rapid move in the turnover, the selection of the execution market may be made regardless of the above selection. The details of this policy will be available at our Tokyo office upon request from clients.

(c) If the company is not a participating member nor has any membership for the financial instruments exchanges selected in (a) or (b) above, the company will brokerage the order to that financial instruments exchange through an exchange participating member with whom "the company" has an agreement to liaise brokerage to that financial instruments exchange.

(2) Listed stocks etc., issued by a foreign company

For listed stocks issues by a foreign company, when orders are received from the client, the order will be brokeraged to an overseas UBS group securities broker responsible for the foreign security exchange market where this security is traded (if the order is for a client who has an account opened with overseas UBS group securities broker, "the company" will intermediate the brokerage trade to the overseas UBS group securities broker). (unless an agreement is made with the client on an individual trade basis, "the company" will not brokerage orders through to those domestic financial instruments exchanges in which the security is listed, PTS nor to any other off exchange brokerage activities)

Where a security is traded on multiple overseas securities markets, "the company" will brokerage an agency order to the overseas UBS group securities broker responsible for the issuers' home country market. This is because it is believed that the execution in the issuers' home country market meets the client's expectation.

For the UBS group securities broker entity names for which "the company" does brokerage and intermediate to, official entity names will be provided by contacting "the company."

(3) Securities Handled (Green Sheet Issues and Phoenix issues)

In principle, "the company" will not accept orders for Securities Handled. However, if "the company" receives a sell order from a client for an issue that is specified as a Phoenix (issues that has been de-listed on a financial instruments exchange), "the company" will brokerage the order to a financial instruments broker that can solicit investment in these issues.

If there is only one financial instruments broker soliciting this issue, the company will brokerage the order to that financial instruments broker. If there is more than one financial instruments broker that can solicit this issue, the order will be brokeraged to the financial instruments broker offering the indicative price most favorable to the client at that time.

There may be some orders, depending on the issue, that the company may not be able to accept.

3. Reasons for selecting the relevant execution method

(1) Listed stocks etc. (excluding securities issued by overseas companies)

Financial instruments exchanges have high concentration of client demand from number of investors and when compared to other execution venue, it is advantageous in liquidity, probability of settlement, and execution speed. Therefore, unless there is an overall agreement between the client and UBS Securities Japan on instruction regarding the execution method or any specific client instruction regarding the execution method on an individual trade basis, it is believed to be the most rational choice for the client to execute their trade on this exchange.

In the case where a security is listed on multiple exchanges, the company will execute the trade on the market where liquidity is highest because it is believed that this the most appropriate option for the client.

(2) Listed stocks etc., issued by an overseas company

At UBS Securities Japan Co., Ltd., when agency orders for listed stocks etc. issued by an overseas company are received, the company only brokerages these orders to an overseas UBS group securities broker (for those clients who directly hold an account with the overseas UBS group securities brokers, "the company" will act as an intermediary broker for the client's agency order to the overseas UBS securities broker), the company will not act as a direct counterpart to the client nor will not brokerage any agency orders to those domestic financial instruments exchanges in which the security is listed. The reason behind this is that the overseas securities markets that the overseas UBS group securities brokers select as the executing market have high concentration of client demand from number of investors, provides highest liquidity and has high clarity and fairness which leads to believe that it is considered the most advantageous execution style in terms of the price, probability of settlement, and execution speed among agency execution style serving as the most appropriate option for the client.

Where a security is traded on multiple overseas securities markets, "the company" will brokerage an agency order to the overseas UBS group securities broker responsible for the issuers' home country market. This is because it is believed that the execution in the issuers' home country market meets the client's expectation.

(3) Securities Handled

In principle, "the company" will not accept orders for Securities Handled.

However, for the securities that have been delisted and specified as a Phoenix issue, "the company" believes it is important to satisfy the needs of the clients who wish to dispose these securities held from when still listed as quickly as possible. It is believed that placing sell orders for these securities to a financial instruments broker that can solicit these investments and has high concentration of orders will secure higher probability of settlement and increase the possibility of total disposal of the client's securities.

4. Other

(1) Notwithstanding 2. above, "the company" will execute the following types of transactions as indicated below:

[1] A transaction in which an overall agreement is in place between the client and UBS Securities Japan regarding instruction on the execution method or where a client has specified the method of execution (by requesting that "the company" act as a direct counterpart, execute on a specific exchange, or specifying an execution time range): Execution based on overall agreement or execution as instructed.

[2] Execution under an investment management trading agreement, etc.:

"The company" will execute by a method of choice within the authorized discretion under the investment management agreement with the client

[3] Transactions in which the execution method is specified by means of General Terms or the like, such as cumulative stock investment or stock mini investment, etc.:

The stated method of execution

[4] Odd-lot shares or shares less than a trading unit:

The company becomes the counterpart in the execution (however, there might be cases where the company cannot become a counterpart for the execution)

[5] Execution under discretionary agreements defined under Item 8-□, Paragraph 1 of Article 16 of Cabinet ordinance regarding definitions under Article 2 of Financial Instruments and Exchange Law: "The company" will execute by a method of choice within the authorized discretion under the investment management agreement with the overseas UBS group securities broker

[6] Reverse trades on System Margin trades:

Execution in the market where a Margin position has been opened.

(2) There may be cases where as a result of system failure, "the company" may have to execute using a method other than the method derived from the best execution policy. In such cases, the company will endeavor to execute on the best terms possible.

The duty of best execution not only relates to price but also involves the consideration of various factors including cost, speed and certainty of execution. Even if a trade appears not to have been executed at the best possible price afterwards, it does not necessarily constitute a violation of the duty of best execution by itself.

Explanation of important matters in “the Law on Sales of Financial Products”

The important matters of Equity, Bonds, Trade of bonds with option (when being a option holder), Convertible Bonds (CB), MMF in foreign currency Warrant Bonds, Warrants, Commercial Paper, CDs issued outside of Japan, Stock price index futures transaction, Government bonds futures transaction, Stock price index option transaction, Stock option transaction, Government bonds futures option transaction and Financial futures transaction out of the important matters which should be explained to the customers for their understanding, which is set forth in the Law on Sales of Financial Products are described below. We would like to ask a favor of you to acknowledge the contents again.

Contents of important matters

(1) Risk of securities

① [Equity]

Due to downfall of stock price, there may be a risk of loss of investment principal. There is also a risk of loss due to bankruptcy etc., deterioration of the issuer’s operational and financial condition, change of external assessment for these etc.

② [Bonds]

Since bonds price is floated following interest movement, there may be a risk of loss due to downfall of bonds price. There is also a risk of loss due to bankruptcy etc., deterioration of the issuer’s operational and financial condition, change of external assessment for these etc.

③ [Trade of bonds with option (when being a option holder)]

In addition to ② above, there may be a risk of loss due to interest movement regarding price and trade for targeted bonds. There is also a risk of loss due to bankruptcy etc., deterioration of the issuer’s operational and financial condition, change of external assessment for these etc.

Please be noted that the period executed to bonds is limited.

④ [Convertible bonds (CB)]

Convertible Bonds may have a risk of loss due to downfall of a convertible stock price or downfall of a convertible bond price. There is also a risk of loss due to bankruptcy etc., deterioration of the issuer’s operational and financial condition, change of external assessment for these etc.

Please be noted that the period convertible to equity is limited.

⑤ [MMF in foreign currency]

Since UBS MMF is mainly invested in securities etc. with price floatation including corporation bonds, etc., there may be a risk due to price downfall of target products for investment. Since it also targets corporation bonds etc. in foreign currency for investment, there may be a risk of loss on the Yen exchange base.

⑥ [Warrant Bonds]

Price of warrant bonds may have a risk of loss due to movement of an underwriting stock price or movement of an interest rate. There is also a risk of loss due to bankruptcy etc., deterioration of the issuer’s operational and financial condition, change of external assessment for these etc.

Please be noted that the period convertible to equity is limited.

⑦ [Warrant]

Warrant may have a risk of loss due to movement of an underwriting stock price. There is also a risk of loss due to bankruptcy etc., deterioration of the issuer's operational and financial condition, change of external assessment for these etc.

Please be noted that the period convertible to equity is limited.

⑧ [Commercial Paper (CP)]

Since Commercial Paper's price is floated following interest movement, there may be a risk of loss due to downfall of bonds price. There is also a risk of loss due to bankruptcy etc., deterioration of the issuer's operational and financial condition, change of external assessment for these etc.

⑨ [CDs issued outside Japan]

Since price of CDs issued outside Japan is floated following interest movement, there may be a risk of loss due to downfall of bonds price. There is also a risk of loss due to bankruptcy etc., deterioration of the issuer's operational and financial condition, change of external assessment for these etc

* Securities in foreign currency: As for securities in foreign currency, in addition to the above risk, there may be a risk of loss of investment principal due to floatation of the foreign exchange market.

(2) Futures transaction of securities index etc., securities option transaction and securities futures transaction in foreign market (Excluded OTC Derivatives Products)

⑩ [Stock price index futures transaction]

Since price of the stock price index futures is floated being affected by movement of interest etc, hereby, there may a risk of loss.

⑪ [Government bonds futures transaction]

Since price of government bonds futures is floated due to movement of targeted stock price indices, hereby, there may be a risk of loss.

⑫ [Stock price index option transaction]

Since price of stock price index option is floated due to movement of targeted stock price indices, hereby, there may be a risk of loss. Please be noted that the period for executing options is limited.

⑬ [Stock option transaction]

Since price of stock option is floated due to movement etc. of targeted stock price, hereby, there may be a risk of loss. There is also a risk of loss due to deterioration of the operational and financial condition of the issuer of target stocks or change of the external assessment for these etc. Please be noted that the period for executing options is limited.

⑭ [Government bonds futures option transaction]

Since price of government bonds option is floated due to the effect by interest movement, hereby,

there may be a risk of loss. Please be noted that the period for executing options is limited.

⑮ [Financial futures transaction]

Since price of financial futures is floated due to the effect by interest movement, hereby, there may be a risk of loss.

Re. Securities in foreign currency: In transactions in foreign currency or those targeting the market (securities) expressed in foreign currency, there may be a risk of loss of investment principal due to movement of the exchange market etc. in addition to the said matters.

In future transactions, if you do not need to repeatedly have the same explanation for important matters, please ask the client advisor responsible for submission of the acknowledgement form. Please fill requirements in the acknowledgement and return it to us after signing and stamping on it. If you will, after submission of the acknowledgement, desire to have the explanation again, please feel free to ask it the client advisor.

Regarding financial products other than the products stated above, we will explain the details in the individual trade due to complexity of products.



Explanation on Unregistered Credit Ratings

Credit rating agencies that are not registered as "Credit Rating Agency" under the Financial Instruments and Exchange Act ("**FIEA**") are deemed "Unregistered Credit Rating Agencies" and, in respect of customers solicitation of financial instruments based on credit ratings issued by Unregistered Credit Rating Agencies, the FIEA requires financial instruments business operators to inform their customers the matters set out in the FIEA and other applicable laws and regulations.

As per the requirement, we deliver explanatory notes, with respect to Moody's Investors Services, Standard & Poor's Rating Services and Fitch Ratings, setting out the names of the onshore registered credit rating agency as well as the matters provided for under the FIEA and other applicable laws and regulations.

Following your receipt of this document, we will not explain the matters described in the enclosed explanatory notes at each time we solicit financial instruments (except that we will explain the name of the Unregistered Credit Rating Agency and the matters relating to the Unregistered Credit Rating Agency). Since we are able to explain the business of the Unregistered Credit Rating Agency and other matters, please feel free to contact us.

Appendices

Moody's Investors Services [Appendix 1]

S&P Global Rating [Appendix 2]

Fitch Ratings [Appendix 3]

Explanatory note on Unregistered Credit Rating

(Moody's Investors Services)

To enhance fairness and transparency in the markets, a registration rule for credit rating agencies has been introduced under the Financial Instruments and Exchange Act. Under the rule, financial instruments business operators, etc. are required to notify the client of the rating being unregistered and the significance of the registration in accordance with the Financial Instruments and Exchange Act when it solicits financial instruments using a credit rating issued by an unregistered rating agency.

Significance of registration

A registered Credit Rating Agency is subject to regulations such as (i) duty of good faith, (ii) obligation to establish a business management system to prevent conflict of interests and secure the fairness of the rating process, (iii) prohibition on the rating of the securities it holds, (iv) information disclosure obligations including preparation and release of its rating policies as well as disclosure of relevant explanatory documents to the public in addition to the supervision by the Financial Services Agency such as reporting requirements, on-site inspection and business improvement orders, while no such regulations or supervision are applied to Unregistered Rating Agencies.

Name of the Rating Agency Group

Name of the rating agency group: Moody's Investors Service Inc. ("**Moody's**")

Name and registration number of the Credit Rating Agency within the group:

Moody's Japan K.K. (Financial Services Agency Commissioner (Rating) No. 2)

Reference to the Outline of the Policies on and Methods of Credit Ratings

Please refer to "Explanation on Unregistered Credit Ratings" in "Disclosure" on the website of Moody's Japan K.K. (the page accessible by clicking "Regulatory Affairs" on Moody's website in Japanese (<https://ratings.moody.com/japan/ratings-news>)).

Premises, Significance and Limitations of Credit Ratings

Moody's credit ratings reflect its current opinions of the relative future credit risk of certain entities, credit commitments, debt obligations or quasi-debt securities. Moody's defines credit risk as the risk that an entity may not meet its contractual or financial obligations as they



become due and payable as well as the risk of potential financial losses of any kind in the event of default. Credit ratings do not refer to liquidity risk, market risk, price fluctuation or any other risks. Credit ratings do not constitute investment or financial advice or recommendations to purchase, sell or hold particular securities.

Moody's gives no warranty, whether express or implied, as to the accuracy, timeliness, completeness, merchantability or fitness for any particular purpose of any such credit ratings or other opinions or information in any form or manner whatsoever. Moody's assesses the credit risk of an issuer in respect of its credit ratings based on the information received from the issuer or information in the public domain. Moody's takes any and all necessary measures to ensure that such information is sufficient in its quality and its source is reliable. However, Moody's, which is not an auditor, is not always able to independently verify the accuracy or effectiveness of the information that it obtained during its rating process.

This information has been prepared as of November 10, 2022 based on the sources that are deemed reliable; however, we do not guarantee the accuracy or completeness thereof. For details, please refer to the website of Moody's Japan K.K. as mentioned above.

Explanatory note on Unregistered Credit Rating

(S&P Global Ratings)

To enhance fairness and transparency in the markets, a registration rule for credit rating agencies has been introduced under the Financial Instruments and Exchange Act. Under the rule, financial instruments business operators, etc. are required to notify the client of the rating being unregistered and the significance of the registration in accordance with the Financial Instruments and Exchange Act when it solicits financial instruments using a credit rating issued by an unregistered rating agency.

Significance of registration

A registered Credit Rating Agency is subject to regulations such as (i) duty of good faith, (ii) obligation to establish a business management system to prevent conflict of interests and secure the fairness of the rating process, (iii) prohibition on the rating of the securities it holds, (iv) information disclosure obligations including preparation and release of its rating policies as well as disclosure of relevant explanatory documents to the public in addition to the supervision by the Financial Services Agency such as reporting requirements, on-site inspection and business improvement orders, while no such regulations or supervision are applied to Unregistered Rating Agencies.

Name of the Rating Agency Group

Name of the rating agency group: S&P Global Ratings

Name and registration number of the Credit Rating Agency within the group:

S&P Global Ratings Japan Inc. (Financial Services Agency Commissioner (Rating) No. 5)

Reference to the Outline of the Policies on and Methods of Credit Ratings

Please refer to "Information on Unregistered Credit Ratings" (<http://www.standardandpoors.co.jp/unregistered>) within the "Library / Regulations" on the website of S&P Global Ratings Japan Inc. (<http://www.standardandpoors.co.jp>).

Premises, Significance and Limitations of Credit Ratings

S&P Global Ratings' credit ratings reflect its current opinions on the future credit quality of issuers or specific debt obligations but do not indicate the probability of default of issuers or specific debt obligations or guarantee their creditworthiness. Credit ratings are not recommendations to purchase, sell or hold particular securities or indications of the market liquidity or prices of certain debt obligations in the secondary market.



Credit ratings may be subject to change due to various factors such as an issuer's financial performance, changes in external environment, performance of underlying assets and change in counterparty creditworthiness.

S&P Global Ratings carries out its rating analysis based on the information provided by the sources that it deems reliable and gives its credit ratings only when it deems that it has information that is sufficient enough, in terms of quality and quantity, to form its rating opinion. However, S&P Global Ratings does not conduct any audit, due diligence or independent verification in respect of the information provided by issuers or any other third party or guarantee the accuracy, completeness or timeliness of the information based on which the ratings are given or the outcomes obtained in reference to such information. Additionally, it shall be noted that certain credit ratings may be subject to a potential risk due to the limited availability of historical data.

This information has been prepared as of March 10, 2022 based on the sources that are deemed reliable; however, we do not guarantee the accuracy or completeness thereof. For details, please refer to the website of S&P Global Ratings Japan Inc. as mentioned above.

Explanatory note on Unregistered Credit Rating

(Fitch Ratings)

To enhance fairness and transparency in the markets, a registration rule for credit rating agencies has been introduced under the Financial Instruments and Exchange Act. Under the rule, financial instruments business operators, etc. are required to notify the client of the rating being unregistered and the significance of the registration in accordance with the Financial Instruments and Exchange Act when it solicits financial instruments using a credit rating issued by an unregistered rating agency.

Significance of registration

A registered Credit Rating Agency is subject to regulations such as (i) duty of good faith, (ii) obligation to establish a business management system to prevent conflict of interests and secure the fairness of the rating process, (iii) prohibition on the rating of the securities it holds, (iv) information disclosure obligations including preparation and release of its rating policies as well as disclosure of relevant explanatory documents to the public in addition to the supervision by the Financial Services Agency such as reporting requirements, on-site inspection and business improvement orders, while no such regulations or supervision are applied to Unregistered Rating Agencies.

Name of the Rating Agency Group

Name of the Credit Rating Agency Group: Fitch Ratings ("Fitch")

Name of the Registered Credit Rating Agency within the Group and its Registration Number:

Fitch Ratings Japan Limited (Financial Services Agency Commissioner (Rating) No. 7)

Reference to the Outline of the Policies on and Methods of Credit Ratings

The information is published in the "Overview of Policies, etc. for Credit Rating" in the "Regulation Related" section on the website of Fitch Ratings Japan Limited (<https://www.fitchratings.com>).

Premises, Significance and Limitations of Credit Ratings

Ratings assigned by Fitch are opinions based on established criteria and methodologies. Ratings are not facts, and therefore cannot be described as being "accurate" or "inaccurate". Credit ratings do not directly address any risk other than credit risk. Credit ratings do not comment on the adequacy of market price or market liquidity for rated instruments. Ratings are relative measures of risk; as a result, the assignment of ratings in the same category to entities and obligations may not fully reflect small differences in the degrees of risk. Credit



ratings, as opinions on relative ranking of vulnerability to default, do not imply or convey a specific statistical probability of default.

In issuing and maintaining its ratings, Fitch relies on factual information it receives from issuers and from other sources Fitch believes to be credible. Fitch conducts a reasonable investigation of the factual information relied upon by it in accordance with its ratings methodology, and obtains reasonable verification of that information from independent sources, to the extent such sources are available for a given security or in a given jurisdiction. The assignment of a rating to any issuer or any security should not be viewed as a guarantee of the accuracy, completeness, or timeliness of the information relied on in connection with the rating or the results obtained from the use of such information. If any such information should turn out to contain misrepresentations or to be otherwise misleading, the rating associated with that information may not be appropriate. Despite any verification of current facts, ratings can be affected by future events or conditions that were not anticipated at the time a rating was issued or affirmed.

For a detailed explanation on the premises, significance, and limits of credit rating, please refer to the section on "Definition regarding credit rating and other forms of opinions" on Fitch's Japanese website. This information is prepared as of March 10, 2022 based on sources which we believe are reliable, but we do not guarantee its accuracy or completeness. Please refer to the above mentioned website of Fitch.

Notice concerning Reclassification as General Investor

Date: 7/10/2014

TO: Our Customers

Representative Director Zenji Nakamura
UBS Securities Japan Co., Ltd.
East Tower, Otemachi First Square, 5-1, Otemachi 1-chome
Chiyoda-ku, Tokyo 100-0004

We are pleased to notify that you as a Professional Investor (meaning the Professional Investor prescribed in Article 2, Paragraph 31, Item 4 of the Financial Instruments and Exchange Law (Law No. 25 of 1948 as amended; hereinafter referred to as the "Financial Instruments and Exchange Law"); hereinafter the same) are entitled to propose that we treat you as an investor other than a Professional Investor (hereinafter referred to for the purpose of this Notice as a "General Investor") in respect of the Contract regarding Financial Instruments Business in the all genus of the contract types listed in (1) through (2) below for each of the relevant contract types. (N.B. If you intend to propose that you be reclassified and treated as a General Investor, [please advise us accordingly so that we may [deliver / forward] our designated application form./ please apply by way of our designated application form enclosed herewith.])

In the absence of your proposal, we will continue to treat you as a Professional Investor. Please note in advance that, even if any of the contract types listed in (1) through (2) below applies to you and even if you propose that you be reclassified and treated as a General Investor, we will not treat you as a General Investor in respect of certain contracts which do not fall under the category of Financial Instruments and Exchange Business under the Financial Instruments and Exchange Law.

(1)	Contracts under which securities transactions, etc are conducted <ul style="list-style-type: none">These contracts mean those under which the acts prescribed in Article 2, Paragraph 8, Items 1 through 10 of the Financial Instruments and Exchange Law (including the acts prescribed in Item 16 or 17 of the said Paragraph conducted in connection with the said acts) are conducted in respect of securities.
(2)	Contract under which derivative transactions, etc are conducted <ul style="list-style-type: none">These contracts mean those under which the acts prescribed in Article 2, Paragraph 8, Items 1 through 5 of the Financial Instruments and Exchange Law (including the acts prescribed in Item 16 or 17 of the said Paragraph in connection with the said acts) are conducted in respect of derivative transactions.

Should you have any queries, please contact the relevant salesperson at our firm.

The Professional Investor/General Investor System

In the wake of the enforcement of the Financial Instruments and Exchange Law on September 30, 2007, a new system by which to classify investors into “Professional Investors” (so-called “Professionals”) and “General Investors” (so-called “Amateurs”) has been introduced.

1. Professional Investor/General Investor System

From the perspectives of investor protection, General Investors are protected by regulations (hereinafter referred to as “Financial Instruments Business Regulations”) imposed on financial instruments firms, etc. (hereinafter referred to as “Financial Instruments Firms”). In contrast, in the interest of facilitating smooth transactions, Professional Investors are excluded from application of certain Financial Instruments Business Regulations (i.e., regulations aimed at correcting the information disparity between Financial Instruments Firms and investors, and other regulations) on the grounds that, given their knowledge, experience and property conditions, they are deemed to be capable of properly managing risks associated with financial transactions. (Please refer to Section 3 below for the particulars of the regulations which are excluded from application.)

2. Distinction between Professional Investors and General Investors

Distinction between Professional Investors and General Investors is as described in the table below. Certain specific Professional Investors are allowed, by their choice, to be reclassified as General Investors. (In other words, they would be able to enjoy the same protection by Financial Instruments Business Regulations as General Investors do.) At the same time, certain specific General Investors are allowed, by their choice, to be reclassified as Professional Investors. Please refer to Section 5 below for the particulars of the reclassification procedures.

Professional Investors	(1) Professional Investors without an option to be reclassified as General Investors (Qualified institutional investors, Japanese Government, Bank of Japan)	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Reclassification by investor’s proposal is possible subject to completion of certain specific procedures. </div>
	(2) Professional Investors with an option to be reclassified as General Investors (Certain specific corporations*1)	
General Investors	(3) General Investors with an option to be reclassified as Professional Investors (corporations other than those specified in (1) and (2), and certain specific individuals*2)	
	(4) General Investors without an option to be reclassified as Professional Investors (Individuals (excluding those specified in (3)))	

*1 Professional Investors with an option to be reclassified as General Investors	*2 Individuals with an option to be reclassified as Professional Investors
<ul style="list-style-type: none"> • Local public authorities • Corporations established by special establishing acts under special laws • Investor protection funds • Deposit Insurance Corporation of Japan • Agricultural and Fishery Cooperative Union Savings Insurance Corporation • Life and Non-Life Insurance Policyholders Protection Corporations of Japan • Special purpose companies • Lited companies • Joint-stock corporations that are reasonably deemed to have capitalization of ¥500 million or more in light of the state of business transactions • Financial Instruments Firms • Corporations that have filed notifications of special business operations • Foreign corporations 	<div style="display: flex; align-items: flex-start;"> <div style="flex: 1;"> <ul style="list-style-type: none"> • Operators of <i>Tokumei-Kumiai</i> • Managing partners of <i>Minpou-Kumiai</i> • Partners of limited liability partnerships who are involved with making decisions on execution of important operations of said partnerships and who personally execute said operations </div> <div style="flex: 0.5; border: 1px dashed gray; padding: 5px; margin-left: 10px;"> <p>(Requirements)</p> <ul style="list-style-type: none"> • Sum of equity investments to be ¥300 million or more • Consent to proposal for reclassification obtained from all partnership members </div> </div> <p>Individuals meeting all of the following requirements:</p> <ul style="list-style-type: none"> • That, in light of the state of business transactions and other circumstances, the amount of net assets is expected to be ¥300 million or more as of Acceptance Date (meaning the date on which the Financial Instruments Firm accepts a proposal for reclassification; please refer to Section 5 below for the particulars of the reclassification procedures); • That, in light of the state of business transactions and other circumstances, the sum of investment assets is expected to be ¥300 million or more as of Acceptance Date (comprising securities, rights associated with derivative transactions, specified deposits, etc, rights associated with insurance money, etc. under specified insurance contracts and specified mutual aid contracts, beneficial interests associated with specified trust contracts, rights under specified real estate joint business contracts and rights associated with commodities futures trading); • That a period of one year or longer has elapsed since the time of execution of the contract in the genus of the Contract Types (defined in Section 5 (1) below) intended for reclassification.

3. Financial Instruments Business Regulations that would not be applicable if a Professional Investor is the counterparty

If a Professional Investor falls under the category of the person described in (1) through (4) of the following table, Financial Instruments Business Regulations described in (1) through (4) will not be apply. (Please refer to Exhibit 1 for further details.)

(1) The party with whom a Financial Instruments Firm solicits execution of a Contract regarding Financial Instruments Business

Regulation on advertisements, prohibition of uninvited solicitation, duty to confirm intent for accepting a solicitation, prohibition of re-solicitation, customer suitability principle

(2) The party to a Contract regarding Financial Instruments Business for which an application is accepted by a Financial Instruments Firm and which is executed by a Financial Instruments Firm

Duty to clearly indicate transactional aspects in advance, duty to deliver documents prior to contract execution, duty to deliver documents at times of contract execution, etc, duty to deliver documents in connection with receipt of guarantee money, termination in writing, duty to deliver documents describing best practice policies in advance, restriction on acts of pledging customers' securities as collateral

(3) The party to an investment advisory contract of a Financial Instruments Firm

Prohibition of acceptance of depositing of money/securities, prohibition of loaning of money/securities

(4) The party to a discretionary investment contract of a Financial Instruments Firm

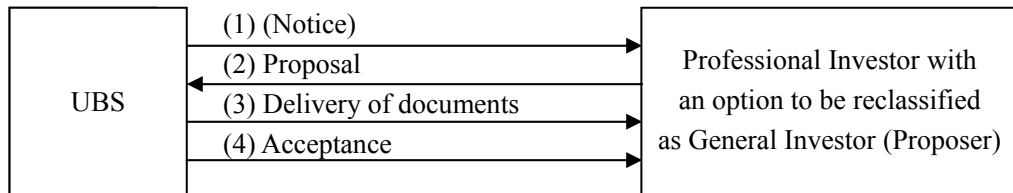
Prohibition of acceptance of depositing of money/securities, prohibition of loaning of money/securities, duty to deliver asset management reports

4. Securities Products circulated within Professional Investors' Markets

Those securities products circulated within Professional Investors' Markets cannot be provided to General Investor as a counterparty, or for the sake of General Investor with limited exceptional cases.

5. Reclassification Procedures

(1) Procedure for reclassification as General Investor



If a Professional Investor with an option to be reclassified as a General Investor desires to be reclassified as a General Investor, the said Professional Investor is to propose that the Financial Instruments Firm as its counterparty treat it as a General Investor in respect of each of the contract types listed below (hereinafter referred to as "Contract Types"):

Contract Types	
(1)	Contracts under which securities transactions, etc. are conducted (Please refer to Exhibit 2 for further details.)
(2)	Contracts under which derivative transactions, etc. are conducted (Please refer to Exhibit 3 for further details.)
(3)	Investment advisory contracts and contracts under which procurement of or intermediation for execution of the said contracts is performed
(4)	Discretionary investment contracts and contracts under which procurement of or intermediation for execution of the said contracts is performed

[N.B. Please note that our company does not conduct transactions that fall under the categories of (3) and (4).]

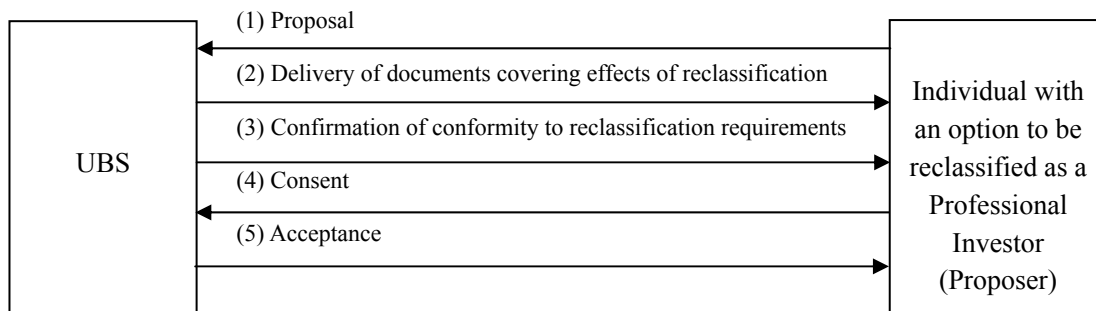
If a Professional Investor with an option to be reclassified as a General Investor applies for a Contract regarding Financial Instruments Business, the Financial Instruments Firm as counterparty of the relevant contract will notify the relevant Professional Investor (excluding the investor who previously concluded a contract in the genus of the same Contract Type with the relevant Financial Instruments Firm), by the time of the execution of the contract, that the Professional Investor is entitled to make the aforementioned proposal.

In principle, the Financial Instruments Firm receiving the proposal will accept the relevant proposal by delivering the document recording necessary matters including the commencing date of status change to the relevant proposer prior to soliciting or conducting the transaction falling under the category of the Contract Type for which the proposal for reclassification is made.

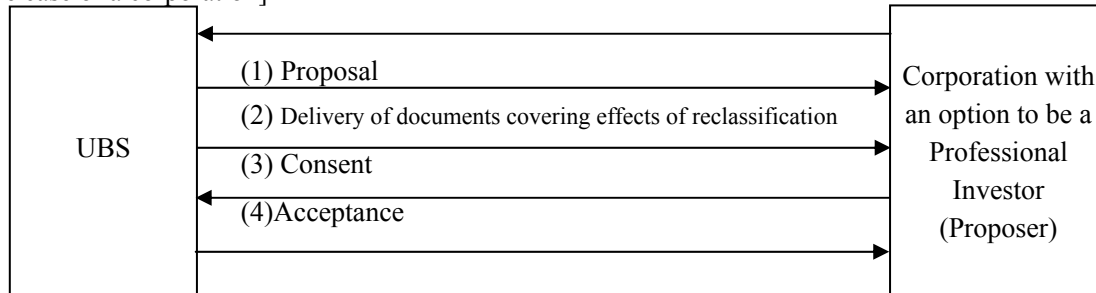
Reclassification will be effective until the intention returning to the original classification to be proposed (with exception for reclassification as a Qualified Institutional Investor).

(2) Procedure for reclassification as Professional Investor

[In the case of an individual]



[In the case of a corporation]



If a General Investor with an option to be reclassified as a Professional Investor desires to be reclassified as a Professional Investor, the said General Investor will propose that the Financial Instruments Firm as its counterparty treat it as a Professional Investor in respect of each of the Contract Types. Please note that, unlike the case of (1) above, the Financial Instruments Firm will not notify the General Investor of its entitlement to make the relevant proposal.

If the proposer is an individual investor, the Financial Instruments Firm receiving the proposal will (i) deliver to the relevant proposer in advance a document describing the particulars of exceptions to application of Financial Instruments Business Regulations and risks associated with the relevant reclassification (to the effect that treating as a Professional Investor a party who should not be treated as a Professional Investor in light of its knowledge, experience and property conditions would cause the said party to be inadequately protected) (hereinafter referred to as “Reclassification Effects”), and (ii) confirm that the relevant proposer conforms to the requirements for a General Investor with an option to be reclassified as a Professional Investor.

In accepting the said proposal, the Financial Instruments Firm must obtain consent of the relevant proposer by way of a document recording the necessary matters including the effective period of status change and a statement to the effect that the proposer understands Reclassification Effects.

(3) Effective period, renewal of reclassification and returning proposal to original classification

Effective period will be determined when General Investor is reclassified as Professional Investor. Effective period will be [One year] or [to February 28 2014] from the date of acceptance of proposal for reclassification (The last day of the effective period shall hereinafter be referred to as "Cutoff Date."). In order to maintain Reclassification Effects of a previous reclassification past Cutoff Date, it will be necessary to propose its renewal prior to Cutoff Date. If renewal should be proposed prior to the Cutoff Date, it can only be done within the period of [11 months from the Acceptance Date] or [1 month prior to Cutoff Date]. Returning to General Investor can be proposed any time regardless of the Cutoff Date.

On the other hand, effective period is not determined and renewal proposal will not be required when Professional Investor is reclassified as General Investor. Reclassification will be effective until intention returning to Professional Investor is proposed and accepted by the Financial Instruments Firm.

(4) Certain contracts which do not fall under the category of Financial Instruments Business

Over-the-counter derivative transactions (excluding over-the-counter derivative transactions related to securities) with persons who are deemed to have expert knowledge and experience concerning over-the-counter derivative transactions, etc, and other certain acts do not fall under the category of Financial Instruments Business. Procedure for reclassification as General Investor will not be applied to the contracts under which the acts which do not fall under the category of Financial Instruments Business are performed.

**Financial Instruments Business Regulations that would not be applicable
if a Professional Investor is the counterparty**

- (1) Cases in which a Professional Investor is the party with whom a Financial Instruments Firm solicits execution of a Contract regarding Financial Instruments Business

Regulation on advertisements (Article 37 of the Financial Instruments and Exchange Law)
<ul style="list-style-type: none"> • Financial Instruments Firm, in running advertisements, shall exhibit its corporate name and certain specific matters which may exert material influences on its customers' judgment. • Financial Instruments Firm, in running advertisements, may not make materially untruthful or materially misleading representations on the prospect of gains from performing acts of Financial Instruments and Exchange.
Prohibition of uninvited solicitation (Article 38, Item 4 of the Financial Instruments and Exchange Law)
<ul style="list-style-type: none"> • Financial Instruments Firm may not solicit contract execution with customers who are not requesting solicitation of over-the-counter financial futures contracts by visiting or calling them making phone calls.
Duty to confirm intent for accepting a solicitation (Article 38, Item 5 of the Financial Instruments and Exchange Law)
<ul style="list-style-type: none"> • Financial Instruments Firm may not commit an act of solicitation with its customers without confirming their intent to accept its solicitation prior to soliciting contracts for over-the-counter financial futures transactions or on-exchange financial futures transactions.
Prohibition of re-solicitation (Article 38, Item 6 of the Financial Instruments and Exchange Law)
<ul style="list-style-type: none"> • Financial Instruments Firm may not commit an act of continuing to solicit contracts for over-the-counter financial futures transactions or on-exchange financial futures transactions with its customers despite the fact that the customers have expressed their intent not to execute the said contracts (including intent not to desire the said continuing solicitation).
Customer suitability principle (Article 40, Item 1 of the Financial Instruments and Exchange Law)
<ul style="list-style-type: none"> • Financial Instruments Firm shall conduct its business in such a manner as to avoid causing investors to be inadequately protected or causing investors to face the risk of being inadequately protected by means of solicitation which would be deemed improper in light of their knowledge, experience and property conditions and of the purpose of contract execution.

- (2) Cases in which a Professional Investor is the party to a Contract regarding Financial Instruments Business for which an application is accepted by a Financial Instruments Firm and which is executed by a Financial Instruments Firm

Duty to clearly indicate transactional aspects in advance (Article 37-2 of the Financial Instruments and Exchange Law)
<ul style="list-style-type: none"> • Financial Instruments Firm shall clearly indicate to its customers, in advance, whether it will act as their counterparty or perform broking, introducing or procuratory services.
Duty to deliver documents prior to contract execution (Article 37-3 of the Financial Instruments and Exchange Law)
<ul style="list-style-type: none"> • Financial Instruments Firm shall deliver documents describing its corporate name, an overview of the relevant contract and certain other specific matters which will exert material influences on the judgment of its customers prior to contract execution (unless it has delivered certain specific documents to the

relevant customers within a period of up to one year preceding the relevant contract execution).
Duty to deliver documents at times of contract execution, etc. (Article 37-4 of the Financial Instruments and Exchange Law)
<ul style="list-style-type: none"> • Except for certain specific cases, Financial Instruments Firm shall deliver documents describing its corporate name, an overview of the relevant contract and certain other specific matters to its customers at the time the relevant contract is executed, etc.
Duty to deliver documents in connection with receipt of guarantee money (Article 37-5 of the Financial Instruments and Exchange Law)
<ul style="list-style-type: none"> • Financial Instruments Firm, upon receipt of certain specific guarantee money from its customers, shall deliver documents describing certain specific matters immediately to the relevant customers.
Termination in writing (Article 37-6 of the Financial Instruments and Exchange Law)
<ul style="list-style-type: none"> • Except for certain specific cases, the customer having executed an investment advisory contract with Financial Instruments Firm shall be entitled to terminate the said contract by giving a written notice to Financial Instruments Firm within ten (10) days from the date of its receipt of the documents delivered at times of contract execution. • In the event of contract termination pursuant to the foregoing provision, Financial Instruments Firm may not demand the customer concerned for compensation of damage from or payment of penalty for the said termination in excess of a certain specific consideration (including fees applicable to the period up to the said termination).
Duty to deliver documents describing best practice policies in advance (Article 40-2, Paragraph 4 of the Financial Instruments and Exchange Law)
<ul style="list-style-type: none"> • If seeking to take customer orders for listed stock certificates, etc, Financial Instruments Firm shall deliver documents describing its best practice policies on the relevant transaction to the customer in advance (unless its has already delivered the relevant documents).
Restriction on acts of pledging customers' securities as collateral, etc (Article 43-4 of the Financial Instruments and Exchange Law)
<ul style="list-style-type: none"> • If pledging securities deposited by customers as securities or loaning them to a third party, Financial Instruments Firm shall obtain written consent of the customers concerned.

(3) Cases in which a Professional Investor is the party to an investment advisory contract of a Financial Instruments Firm

Prohibition of acceptance of depositing of money/securities (Article 41-4 of the Financial Instruments and Exchange Law)
<ul style="list-style-type: none"> • Except for certain specific cases, Financial Instruments Firm may not accept depositing of money or securities from its customers or cause its customers to deposit customers' money or securities to a party having a close relationship with it in connection with its investment advisory business.
Prohibition of loaning of money/securities (Article 41-5 of the Financial Instruments and Exchange Law)
<ul style="list-style-type: none"> • Except for certain specific cases, Financial Instruments Firm may not loan money or securities to its customers or perform broking, introducing or procuratory services for the loaning of money or securities by a third party to its customers in connection with its investment advisory business.

(4) Cases in which a Professional Investor is the party to a discretionary investment contract of a Financial Instruments Firm

Prohibition of acceptance of depositing of money/securities (Article 42-5 of the Financial Instruments and Exchange Law)
<ul style="list-style-type: none"> • Except for certain specific cases, Financial Instruments Firm may not accept depositing of money or securities from its customers or cause its customers to deposit customers' money or securities to a party having a close relationship with it in connection with its asset management business.
Prohibition of loaning of money/securities (Article 42-6 of the Financial Instruments and Exchange Law)
<ul style="list-style-type: none"> • Except for certain specific cases, Financial Instruments Firm may not loan money or securities to its customers or perform broking, introducing or procuratory services for the loaning of money or securities by a third party to its customers in connection with its asset management business.
Duty to deliver asset management reports (Article 42-7 of the Financial Instruments and Exchange Law)
<ul style="list-style-type: none"> • Except for certain specific cases, Financial Instruments Firm shall prepare asset management reports periodically in respect of the assets under its management and deliver the said reports to the known holders of rights associated with the said assets.

N.B. The foregoing is an overview of Financial Instruments Business Regulations which will not be applied if a Professional Investor is the counterparty. For the accurate contents of the said Regulations, please refer to each of the relevant provisions.

Contracts under which securities transactions, etc. are conducted

1. Contracts under which the below-listed acts are performed in respect of securities transactions:
 - (1) Trading of securities (excluding those falling under the category of derivative transactions; hereinafter the same), market derivative transactions or foreign market derivative transactions (excluding trading of securities described in (10) below)
 - (2) Broking, introduction (excluding clearance introduction of securities) or procuration of trading of securities, market derivative transactions or foreign market derivative transactions (excluding broking, introduction or procuration of those described in (10) below)
 - (3) Broking, introduction or procuration of entrustment of the transactions listed below:
 - (a) Trading of securities or market derivative transactions in the on-exchange financial instruments market
 - (b) Trading of securities or foreign market derivative transactions in the foreign financial instruments markets (meaning those markets located abroad which are similar to the on-exchange financial instruments market; hereinafter the same)
 - (4) Over-the-counter derivative transactions or broking, introduction (excluding clearance introduction of securities) or procuration of the said transactions (hereinafter referred to as "OTC Derivative Transactions")
 - (5) Clearance introduction of securities
 - (6) Underwriting of securities
 - (7) Public or private offering of securities (limited to those listed below)
 - (a) Those beneficiary certificates of investment trust funds which are associated with beneficial interests in trust or-instruction-type investment trust funds
 - (b) Beneficiary certificates of foreign investment trust funds
 - (c) Certificates of hypothec prescribed in the Law concerning Certificate of Hypothec
 - (d) Certificates or deeds issued by foreign governments or foreigners that possess the attributes of the securities described in (c)
 - (e) Those rights represented in the securities described in (a) or (b) or those rights represented in certain specific securities of the securities described in (c) or (d) which are deemed to be securities
 - (f) Certain specific rights which are deemed to be securities
 - (g) Certain other specific securities
 - (8) Offering of securities for sale or handling of solicitation relevant to Professional Investor.
 - (9) Handling of public offering, offering for sale, private offering of securities or handling of solicitation relevant to Professional Investor.
 - (10) Trading of securities or broking, introduction or procuration of trading of securities in which trade prices are determined on electronic data processing systems simultaneously involving a large number of persons as one collective party or individual parties by the methods described below or by methods that are similar thereto (excluding those designated by Government Ordinance) :
 - (a) Competitive trading method (limited to cases where the volume of securities trading does not exceed a certain specific level)
 - (b) Method of using trade prices of listed securities in the financial instruments exchange established and operated by the said financial instrument exchanges
 - (c) Method of using trade prices of over-the-counter securities released by the Financial Instruments Dealers Association which is responsible for registration of financial instruments dealers
 - (d) Method of using prices negotiated between customers
 - (e) Certain other specific methods

2. Contracts under which the below-listed acts are performed in connection with the aforementioned acts:

- (1) To accept depositing of money or securities from customers
- (2) To make book-entry transfers of corporate bonds, etc. through accounts opened for that specific purpose

Contracts under which derivative transactions, etc. are conducted

1. Contracts under which the below-listed acts are performed in respect of derivative transactions:
 - (1) Trading of securities (excluding those falling under the category of derivative transactions; hereinafter the same), market derivative transactions or foreign market derivative transactions (excluding trading of securities described in 1-(10) of Exhibit 2)
 - (2) Broking, introduction (excluding clearance introduction of securities) or procuration of trading of securities, market derivative transactions or foreign market derivative transactions (excluding broking, introduction or procuration of those described in 1-(10) of Exhibit 2)
 - (3) Broking, introduction or procuration of entrustment of the transactions listed below:
 - (a) Trading of securities or market derivative transactions in the on-exchange financial instruments market
 - (b) Trading of securities or foreign market derivative transactions in the foreign financial instruments markets (meaning those markets located abroad which are similar to the on-exchange financial instruments market; hereinafter the same)
 - (4) Over-the-counter derivative transactions or broking, introduction (excluding clearance introduction of securities) or procuration of the said transactions (hereinafter referred to as "OTC Derivative Transactions")
 - (5) Clearance introduction of securities
2. Contracts under which the below-listed acts are performed in connection with the aforementioned acts:
 - (1) To accept depositing of money or securities from customers
 - (2) To make book-entry transfers of corporate bonds, etc. through accounts opened for that specific purpose

Privacy Policy

UBS Securities Japan Co., Ltd.

UBS Securities Japan Co., Ltd. ("UBSSJ") complies with the laws related to the protection of personal information etc., Guidelines issued by Personal Information Protection Commission and Authorized personal information protection organization, and this Privacy Policy in order to acquire Personal Information as well as My Number (Personal Information etc.) appropriately, handle such information properly, and take all possible measures to implement security measures. UBSSJ will neither obtain by unjust means nor utilize any such inappropriately obtained Personal Information etc. The basic policies of Personal Information protection described in this document will be continuously reviewed.

1. Scope

This Privacy Policy applies to Personal Information etc. of customers and external outsourced parties (Customers etc), which UBSSJ acquires, collects, uses, etc.

2. Business UBSSJ uses Personal Information etc.

UBSSJ will use Personal Information etc for the following businesses.

- Securities trading business
- Securities brokerage business
- Securities underwriting business
- Securities safe custody business and other securities-related businesses
- Discretionary mandate business
- Other businesses that UBSSJ may be involved in and related business (including all businesses that may be permitted henceforth)

3. Purpose of Use of Personal Information excluding My Number

UBSSJ will use Personal Information for the following purposes. Except for the cases recognized by the PIPL, UBSSJ will not make use of such information beyond the necessary scope, without the prior consent of the principal individual. Moreover, in case the objective in using specific Personal Information is restricted by law etc., such information will not be used in excess of the original limitations of usage. Therefore, UBSSJ will not use or offer to any third party information concerning race, creed, social status, lineage, locality where family registers are kept, health treatment (including medical history), crime history, fact of having suffered damage by a crime or any other special non-public information for purposes other than to properly manage its business or for any other purposes deemed necessary.

- For identification of an individual under the Law for Prevention of Transfer of Criminal Proceeds, the representative or agent of an entity or anyone responsible for a transaction in his capacity etc., and for identification of qualifications etc. to use financial products and/or services;
- For identification of the representative or agent of an entity or anyone responsible for a transaction in his capacity as designees of a principal;
- For contacts and references regarding transactions with UBSSJ;
- For determining the appropriateness of products and services offered, based on principle of suitability, etc.;
- For monitoring the appropriateness of the terms of transactions and risks (including checking to prevent insider transactions);
- For reporting results of transactions and balance to customers;
- For carrying out operations related to transactions with customers;
- For carrying out obligations and rights based on contracts with clients or laws;
- For sales and promotion of securities and financial product and services under the Financial Instruments and Exchange Act;
- For promotion of financial product and services of UBSSJ, UBSSJ-related companies and affiliates;
- For introduction of UBSSJ-related companies (including the responsible employee-in-charge);
- For research and development of financial product and services;
- For credit assessment and monitoring in margin trading, when-issued transaction and other transactions involving credit extension;
- For external and internal inspections;
- For tax payment;
- For use in claims processing, mediation and lawsuits;
- For statistical purposes

- For appropriate management of outsourced operations, where personal information processing has been entrusted to UBSSJ by other enterprises in full or in part;
- For other matters necessary to carry out transactions smoothly and adequately with customers.

In case of modifying any of the above-mentioned purposes, UBSSJ will not change beyond the scope recognized reasonably relevant to the original purpose.

4. Purpose of Use of My Number

UBSSJ will use My Number of Customers, etc. only for the following purposes which are set out by the law (My Number related administration) unless recognized by the Act on the Use of Numbers to Identify a Specific Individual in the Administration Procedure" (My Number Act).

- Account opening and reporting for financial product transactions
- Creation and submission of legal documents related to financial product transactions
- Providing information related to financial product transactions to Securities Depository Centers, etc.
- Creation of payment record related to the fees/charges for an outsourced party as individual
- Creation of payment record for real estate rent fees

UBSSJ will obtain My Number only for the above purposes which are necessary to perform My Number related administrations.

5. Provision of Retained Personal Data to a Third Party

Except for the cases¹ recognized by the PIPL, UBSSJ will not provide any Retained Personal Data (excluding My Number) to a third party without the prior consent of the individual. For My Number, UBSSJ will provide such information to a third party only when it is required to process My Number related administration for the Customers, etc. (when submitting the payment record including My Number to the Tax Office Head, submitting the holder information to the Securities Depository Centers, etc.)

6. Joint use of Personal Data excluding My Number

UBSSJ will jointly use Retained Personal Data with the following Parent company and affiliates, to the extent allowed by Firewall Regulations, for the purposes given below. Management of this data will be the responsibility of UBSSJ, which will serve as the contact point for complaint processing etc.

Companies that will use Retained Personal Data jointly:

- UBS AG (Head office, Tokyo branch and other branch offices)
- UBS Asset Management (Japan) Ltd.
- UBS Japan Advisors Inc.
- Other subsidiaries and affiliates mentioned in the Annual Report of UBS Group AG and UBS AG (The Annual Report is available from UBSSJ or on the website of UBS Group.)

Purpose of Joint Use of Retained Personal Data:

- To offer full-service as UBS Group (including cases of acting as intermediary for transactions between UBS Group companies and our customers, and vice versa Group companies acting as intermediary for transactions between UBSSJ and customers)
- For risk management, operations and business management as a Group

Items of Retained Personal Data to Be Jointly Used:

- Customer's name and address
- Phone number and fax number
- E-mail address
- Customer's account number

¹ In the following cases, retained personal data may be provided to a third party in accordance with the PI PL:

- ① Where the provision is in accordance with the law;
- ② Where the provision is required to protect the life, person, or property of an individual and it is difficult to obtain the consent of the principal;
- ③ Where the provision is particularly necessary to improve public health and sanitation or to promote the sound upbringing of children and it is difficult to obtain the consent of the principal;
- ④ Where a business is required to cooperate with a government organization, local authority, or a person commissioned by the one of them, for the purpose of accomplishing official business as set forth by law and where obtaining the consent of the principal carries the risk of hindering the accomplishment of such official business

- Customer's financial information
 - Information about customer's occupation (employer and job title, etc.)
 - Any data items as necessary to achieve the above-mentioned purposes.
- My Number will not be jointly used with the group companies to be in line with my Number Act.

7. Outsourcing Retained Personal Data Handling

In case of outsource Retained Personal Data handling to a third party, UBSSJ will select appropriate agents and supervise them with necessary and appropriate attention in order to assure that customers' Retained Personal Data are handled safely. In case of outsourcing (including sub-contracting) of My Number handling to a third party, UBSSJ will ensure that the same level of security measures as UBSSJ are implemented by such an outsourced party.

8. Matters concerning Retained Personal Data

Notification of objectives of using Retained Personal Data

UBSSJ will be notifying individuals about its objectives of using Retained Personal Data upon inquiry. However, in the following cases, notification may not be made. In such case, the individual will be given the reason for the decision not to notify. In some cases, UBSSJ may charge the cost of notification. In such cases, the amount will be informed in advance.

- ① If notification to the individual may result in risking his/her/a third party's life, property, or other rights/benefits
- ② If notification to the individual may result in risking rights / benefits of UBSSJ
- ③ If cooperating with a legal task undertaken by a national institution/local authority is necessary and notification to the individual may result in the obstruction of use carrying out the task.
- ④ When objective of use is evident.

9. Disclosing Retained Personal Data

UBSSJ will disclose Retained Personal Data in an agreed-upon method, when inquired by the individual (including confirmation that the retained personal data does not exist). However, in the following cases, disclosure may be refused. In such case, the individual will be given the reason for such decision. In some cases, UBSSJ may charge the individual for costs incurred in disclosing such information. In such cases, the amount will be informed in advance.

- ① If disclosing data may result in risking his/her/a third party's life, property, or other rights and benefits;
- ② If disclosure may result in conspicuous obstruction of UBSSJ' ability to carry out business appropriately;
- ③ If disclosing data may result in violation of law

In case of inquiry for disclosing the retention of My Number, UBSSJ will provide the response on whether or not we retain the My Number.

10. Revisions etc. of Retained Personal Data

In case UBSSJ receives a request from an individual to correct, add or delete ("Revision etc.") the contents of Retained Personal Data for the reason that they are not correct based on the fact, then for within the range necessary for achieving the usage objective, UBSSJ shall carry out an investigation without delay to determine the facts; and, if it is determined that the request is justified, all necessary Revisions etc. shall be carried out. The individual shall be notified of whether a Revision etc. has been carried out or not and the reason behind the decision.

11. Suspension of use of Retained Personal Data

Appropriate investigation shall be made when an individual requests suspension or deletion ("Suspension etc".) of the Personal Data retained by UBSSJ which he/she suspects is being used in a manner different from the usage purpose that has been publicly announced or notified or which was obtained by unfair means. If the request turns out to be well justified, then either Suspension etc. of data shall be carried out to correct the violation (reported) or alternative measures will be taken to protect the individual's rights. The individual shall be notified of whether suspension etc. was carried out or not and the reason for it.

12. Suspension of Provision of Retained Personal Data to Third Party

Appropriate investigation shall be made when an individual requests suspension of provision to a third party of the Personal Data retained by UBSSJ which he/she suspects is being provided to a third party without either being within the confines recognized by the PIPL or without obtaining the individual's prior consent. If the request turns out to be well justified, then either the provision of such data to a third party will be suspended or other alternative measures shall be taken to protect the individual's rights. The individual shall be notified of whether suspension etc. was carried out or not and the reason for it.

13. Procedures for Requests

The Personal Data Manager in the relevant sales division or Compliance will receive all requests stipulated in 8 through 12 given above. An individual may be asked to fill out UBSSJ forms when making a request. In general, our Compliance shall reply to all requests in writing; however, explanations about the replies may be made orally in some cases. Identity of the individual is generally confirmed by his/her registered seal (impression) or signature already provided to UBSSJ, if a requester shall be made directly by the individual. If the requestor is a corporation or the executive of another organization, or an attorney for the customer, UBSSJ shall confirm the relationship between the requester and the customer by asking for personal identification documents of the requester (as stated in the Law for Prevention of transfer of Criminal Proceeds) and documents to prove the relationship between the requester and the customer (power of attorney etc).

14. Inquiries/Complaints Processing

UBSSJ will make an effort to handle rapidly and sincerely when we receive any inquiries and/or comments regarding personal information from customers, etc.. Inquiries and/or complaints regarding security measures for handling of Personal Information may be made through the Personal Data Manager in the respective Sales divisions or also through the UBSSJ Compliance.

15. UBSSJ participation in Recognized Personal Information Protection Organization

UBSSJ is a member of the following Associations, which are recognized as a Personal Information Protection Organization by Personal Information Protection Commission. Each association's Customer Inquiries window for Personal Information shall handle complaints and inquiries in relation to handling of Personal Information by its members.

[Complaints, Inquiries window]

Japan Securities Dealers Association: <http://www.jsda.or.jp>

Customer Inquiries window for Personal Information: 03-6665-6784

The Financial Futures Association of Japan: <http://www.ffaj.or.jp>

Customer Inquiries window for Personal Information: 03-5280-0881

Japan Investment Advisors Association: <http://www.jiaa.or.jp/>

Secretariat Customer Inquiries window (Personal Information): 03-3663-0505

Major outsourcing processes and the major method in which UBSSJ obtains Personal Information are as follows:

[Major method of obtaining Personal Information (excluding specific personal information etc.)]

- Information provided by customers directly such as an application document for account opening, KYC documents, customer's responses to a questionnaire prepared by UBSSJ, RSVPs for a seminar organized by UBSSJ etc
- Information obtained in the course of provisions of our products or services.
- Publicly available information through company quarterly journals, commercial books, news papers or internet etc.

Personal Information will come into UBS's possession including through recording of telephone conversation

[Major outsourcing processes]

UBSSJ outsources part of processes handling of Personal Information which are as follows:

- Printing or dispatching documents which need to be sent to our customers
- Legal or accounting advisory
- Maintenance and management of IT systems
- Safekeeping of Documents
- Securities Intermediary Business

プライバシー宣言(参考)

UBS 証券株式会社

UBS 証券株式会社（以下「弊社」といいます。）は、個人情報等の保護に関する関係諸法令、個人情報保護委員会のガイドライン及び認定個人情報保護団体の指針並びにこのプライバシー宣言を遵守し、個人情報及び個人番号（以下「個人情報等」といいます。）を適正に取得し、取得した個人情報等を適正に取扱い、その安全管理に万全を期すものとします。弊社は不正の手段による個人情報等の取得や不正に入手された個人情報等の利用は行いません。この宣言に記された個人情報保護に関する基本方針は継続的に見直しを行います。

1. 適用範囲

このプライバシー宣言は、弊社が取得、収集および利用等を行うお客様及び外部委託先（以下「お客様等」といいます。）の個人情報等に適用されます。

2. 弊社が個人情報等を利用する業務

弊社は、個人情報等を以下の業務において利用致します。

- 有価証券の売買業務
- 有価証券の売買の取次ぎ業務
- 有価証券の引受業務
- 有価証券の保護預り業務等の証券業付随業務
- 投資一任業務
- その他証券会社が営むことが出来る業務およびこれらに付随する業務（今後取扱いが認められる業務を含む）

3. 個人番号を除く個人情報の利用目的

弊社は個人情報を、下記目的で利用致します。弊社は、個人情報保護法により認められている場合を除き、あらかじめご本人の同意を得ることなく、下記の利用目的の達成に必要な範囲を超えて個人情報を取扱うことはいたしません。また、特定の個人情報の利用目的が、法令等に基づき限定されている場合には、当該利用目的以外で利用致しません。従いまして、人種、信条、社会的身分、門地、本籍地、保健医療（病歴を含む）、犯罪の経歴または犯罪により害を被った事実についての情報その他の特別な非公開情報は、適切な業務の運営その他の必要と認められる目的以外の目的に利用・第三者提供いたしません。

- 犯罪による収益の移転防止に関する法律（以下「犯収法」といいます。）に基づくご本人様、代理人、取引の任に当たる方の確認等や、金融商品やサービスをご利用いただく資格等の確認のため
- お取引先の代表者又は取引担当者であることを確認するため。
- 弊社との取引等に関し連絡、照会等を行うため。
- 適合性の原則に照らして、弊社の提供する商品又はサービスの妥当性を判断するため。
- お取引内容およびリスクの妥当性をモニターするため。（内部者取引の事前防止のためのチェックを含む。）
- お客様に対し取引報告、残高報告等を行うため。
- お客様との取引に関する事務を行うため。
- 契約又は法律に基づく権利の行使又は義務の履行のため
- 金融商品取引法に基づく有価証券・金融商品又はサービスの勧誘・販売、サービスの案内を行うため。
- 弊社又は関連会社若しくは提携会社の金融商品又はサービスの勧誘、販売、サービスの案内を行うため。
- 弊社の関連会社（その担当者を含む。）を紹介するため。

- 金融商品およびサービス等の研究又は開発を行うため。
- 信用取引、発行日決済取引、その他の与信を伴うお取引において与信判断および与信後の管理を行うため。
- 弊社内又は社外の機関による検査等に利用するため。
- 納税事務を行うため。
- 苦情処理、あっせん又は訴訟に利用するため。
- 統計資料として利用するため。
- 他の事業者から個人情報の処理の全部又は一部について委託された場合において、委託された当該業務を適正に遂行するため。
- その他お客様との取引を適切かつ円滑に遂行するため。

弊社は、上記の利用目的を変更する場合には、変更前の利用目的と関連性を有すると合理的に認められる範囲内で行うものとします。

4. 個人番号の利用目的

弊社は、行政手続きにおける特定の個人を識別するための番号の利用等に関する法律（以下「番号法」といいます。）により認められている場合を除き、お客様等の個人番号を法令で定められた以下の範囲内（以下「個人番号関係事務」といいます。）でのみ取り扱います。

- 金融商品取引に関する口座開設の申請及び届出事務を行うため
- 金融商品取引に関する法定書類の作成及び提供のため
- 金融商品取引に関する振替機関等への提供事務
- 個人である外部委託先に対する報酬・料金等の支払調書作成事務
- 不動産の使用料等の支払調書作成事務

弊社は上記個人番号関係事務を処理するために必要な場合に限り個人番号を取得いたします。

5. 保有個人データの第三者への提供について

弊社は、個人情報保護法により認められている場合²を除き、あらかじめご本人の同意を得ることなく保有個人データ（個人番号を除く）を第三者に提供することはいたしません。なお、個人番号については、お客様等のために個人番号関係事務を処理するために必要な場合（支払調書等に個人番号を記載して税務署長に提出する場合、保管振替機構への保有者情報の通知等）に限り第三者に提供いたします。

6. 個人番号を除く保有個人データの共同利用について

弊社は、ファイアーウォール規制上許される範囲で、下記に掲げる弊社の親会社及び関連会社との間で保有個人データを下記に掲げる目的で共同利用いたします。当該保有個人データの管理についてはUBS証券株式会社が責任を持ち、苦情の受付等の窓口となります。

保有個人データの共同利用を行う者

- ユービーエス・エイ・ジー（本店、東京支店その他の支店）
- UBSアセット・マネジメント株式会社
- UBSジャパン・アドバイザーズ株式会社
- その他UBS Group AG及びUBS AGの年次報告書において子会社として記載されている者（UBS Group AG及びUBS AGの年次報告書は、UBS証券株式会社を通して入手可能であり、またUBSグループのウェブページにおいても閲覧可能です。）

² 個人情報保護法では、次の場合には保有個人データを第三者に提供することができることとされています。

- ① 法令に基づく場合（監督当局、捜査当局、税務当局の令状・命令等に基づく情報提供等が該当いたします。）
- ② 人の生命、身体又は財産の保護のために必要がある場合であって、本人の同意を得ることが困難であるとき（お客様の急病に対処するために医療機関に情報を提供する場合等が該当いたします。）
- ③ 公衆衛生の向上又は児童の健全な育成の推進のために特に必要がある場合であって、本人の同意を得ることが困難であるとき
- ④ 国の機関若しくは地方公共団体又はその委託を受けた者が法令の定める事務を遂行することに対して協力する必要がある場合であって、本人の同意を得ることにより当該事務の遂行に支障を及ぼすおそれがあるとき（監督当局、捜査当局、税務当局等の照会に回答する場合等が該当いたします。）

保有個人データを共同利用する目的

- グループとしての総合的なサービスを提供するため（弊社がグループ会社とお客様との取引を仲介し、又はグループ会社がお客様と弊社の間の取引を仲介する場合を含みます。）
- グループとしてのリスク管理、業務管理、経営管理のため

共同して利用される保有個人データの項目

- 氏名・住所
- 電話番号・FAX 番号
- Eメールアドレス
- 口座番号
- 資産の内容
- 勤務先（会社名、役職等）
- その他、上記の目的を達成するために必要なデータ項目

なお、個人番号については番号法に従いグループ会社間での共同利用は行いません。

7. 保有個人データの委託について

弊社は業務委託等にともない、お客様の保有個人データの取扱を社外の第三者に委託する場合は、委託されたお客様の保有個人データの安全管理が確保されるよう、適切な委託先を選定するとともに、委託先に対して必要かつ適切な監督を行います。なお、個人番号の取扱いを社外の第三者（再委託先を含む）に委託する場合は、弊社における管理と同等の管理体制が確保されていることを確認いたします。

8. 保有個人データの利用目的の通知について

弊社は、ご本人からご本人が識別される保有個人データの利用目的の通知のご請求を受けた場合には、利用目的をお知らせいたします。ただし、次の場合には通知を行わないことがあります。その場合には、通知を行わないことを、その理由と共にお知らせいたします。なお、通知に必要な費用をご請求申し上げることがあります。その場合にはあらかじめ金額をご連絡いたします。

- ① 利用目的をご本人に通知することによりご本人又は第三者の生命、財産その他の権利利益を害するおそれのある場合。
- ② 利用目的をご本人に通知することにより、弊社の権利又は正当な利益を害するおそれがある場合。
- ③ 国の機関又は地方公共団体が法令の定める事務を遂行することに対して協力する必要がある場合であって、利用目的をご本人に通知することにより当該事務の遂行に支障を及ぼすおそれのある場合。
- ④ 利用目的が明らかな場合。

9. 保有個人データの開示について

弊社は、ご本人からご本人が識別される保有個人データの開示（存在しないときはその旨）のご請求を受けた場合には、ご本人と同意した方法で保有個人データを開示いたします。ただし、次の場合には開示をお断りすることがございます。その場合には、開示ができない理由をご説明申し上げます。なお、開示に必要な費用をご請求申し上げることがあります。その場合にはあらかじめ金額をご連絡いたします。

- ① 開示を行うことによりご本人又は第三者の生命、身体、財産その他の権利利益を害するおそれのある場合。
- ② 開示を行うことにより、弊社の業務の適正な実施に著しい支障を及ぼすおそれがある場合
- ③ 開示を行うことにより、法令に違反することとなる場合。

なお、個人番号の保有の有無についての開示のお申し出があった場合には、個人番号の保有の有無について回答いたします。

10. 保有個人データの訂正等について

弊社は、ご本人からご本人が識別される保有個人データに誤りがあり、内容が事実でないという理由によって当該保有個人データの内容の訂正、追加又は削除（以下「訂正等」といいます。）のご請

求を受けた場合には、利用目的の達成に必要な範囲内において、遅滞なく事実確認等の調査を行い、ご請求に理由があることが分かった場合には必要な訂正等を行います。訂正等を行った場合、また訂正等を行わないこととした場合にはその旨および理由をご本人にお知らせいたします。

11. 保有個人データの利用停止等について

弊社は、ご本人からご本人が識別される弊社の保有する保有個人データが、あらかじめ公表又は通知された目的以外に利用されているとの理由又は不正な手段で取得されたものであるとの理由によって、当該保有個人データの利用の停止又は消去（以下「利用停止等」といいます。）のご請求があった場合には、必要な調査を行い、違反を是正するために必要な限度で、当該保有個人データの利用停止等を行い又はご本人の権利を保護するためのこれに代わるべき措置を取ります。利用停止等を行った場合、また利用停止等を行わないこととした場合にはその旨および理由をご本人にお知らせいたします。

12. 保有個人データの第三者提供の停止について

弊社は、ご本人からご本人が識別される弊社の保有する保有個人データが、個人情報保護法により認められている場合でもなくまたあらかじめご本人の同意を得ることもなく第三者に提供されているという理由で、第三者への提供の停止のご請求があった場合には、必要な調査を行い、ご請求の内容に理由があることが分かった場合には、第三者への提供の停止又はご本人の権利を保護するためのこれに代わるべき措置を取ります。第三者への提供を停止した場合また第三者提供の停止を行わないこととした場合にはその旨および理由をご本人にお知らせいたします。

13. 請求の手続きについて

上記8から12の請求は、お客様等を担当する営業部署の個人データ管理者又は弊社コンプライアンス部にて承ります。その際に弊社所定の様式による書面を提出していただくことがあります。

ご請求に対する回答は弊社コンプライアンス部から、原則として書面にて行いますが、回答の理由等については口頭にてご説明することもあります。

請求をなさる方がお客様ご本人である場合には、原則として弊社にお届出済みの印章又は署名によりご本人の確認をいたします。請求をなさる方が、お客様である法人その他の団体の役職員様である場合若しくはお客様の代理人である場合には、請求なさる方の本人確認書類（犯収法に定める本人確認書類をいいます。）およびお客様と請求なさる方の関係を証明する書類（委任状等）をご提示していただくことによりご請求者とお客様との関係を確認させていただきます。

14. 質問・苦情受付窓口について

弊社は、お客様等からいただいた個人情報に係るご質問・ご意見等に対し迅速かつ誠実な対応に努めて参ります。個人情報の取扱いおよび個人データの安全管理措置に関する質問および苦情については、お客様等を担当する営業部署の個人データ管理者を通じて受け付けるほか、弊社コンプライアンス部においても受け付けます。

15. 加入する認定個人情報保護団体の名称について

弊社は、個人情報保護委員会の認定を受けた認定個人情報保護団体である以下の各協会の会員です。各協会の個人情報相談室では、協会員の個人情報の取扱いについての苦情・相談をお受けしております。

【苦情・相談窓口】

日本証券業協会 / <http://www.jsda.or.jp>

個人情報相談室 / 電話 03-6665-6784

一般社団法人金融先物取引業協会 / <http://www.ffaj.or.jp>

個人情報苦情相談室 / 電話 03-5280-0881

一般社団法人 日本投資顧問業協会 / <http://www.jiaa.or.jp/>

事務局苦情相談室（個人情報担当） / 電話 03-3663-0505

なお、個人情報の主な取得元および、外部委託をしている主な業務は以下のとおりです。

【個人情報（特定個人情報等を除く）の主な取得元】

- 口座開設申込書、本人確認書類、アンケート回答、セミナー申込書等、お客様等に直接ご提供いただいた情報
 - 商品やサービスの提供を通じて、お客様等からお聞きした情報
 - 会社四季報など市販の書籍に記載された情報や、新聞インターネットで公表された情報
- なお、弊社は、通話の録音等により個人情報を取得することがあります。

【外部委託をしている主な業務】

弊社は個人情報の取扱いを含む以下の業務の一部を外部委託しております。

- お客様にお送りするための書面の印刷もしくは発送業務
- 法律上や会計上等の専門的な助言等を提供する業務
- 情報システムの運用・保守に関する業務
- 業務に関する帳簿書類を保管する業務
- 金融商品仲介業務の委託



Terms and Conditions for Foreign Securities Transaction Account

UBS Securities Japan Co., Ltd.

CHAPTER 1 GENERAL PROVISIONS

Article 1. (Purpose of Terms and Conditions)

1. These Terms and Conditions are provided for clarifying the rights and obligations arising from or in connection with transactions of foreign securities (which term shall mean foreign securities as stipulated in the rules or regulations made by Japan Securities Dealers Association or any financial instrument exchange; the same shall apply hereinafter) entered into between the customer (the "Applicant") and the Company.

2. The Applicant shall agree to the provisions set forth in these Terms and Conditions with respect to the entrustment of (a) sale or purchase or other transactions of foreign securities in financial instruments markets in domestic exchanges (the "Domestic Agency Transactions"), (b) brokerage of sale or purchase orders of foreign securities to financial institution markets (including over-the-counter markets; the same shall apply hereinafter) in any country or region (the "Country, etc.") outside Japan (the "Foreign Transactions"), (c) domestic over-the-counter dealings of foreign securities (the "Domestic Over-the-Counter Transactions") and (d) custody of foreign securities with the Company (including management of the number of foreign securities entered or recorded in the account of such foreign securities in case it is permitted by applicable laws governing issuance of such foreign securities to omit issuance of securities certificates with respect to the rights that should be indicated on such foreign securities, and such number is included in the rights that should be indicated on such foreign securities if a securities certificates are not issued (the "Deemed Foreign Securities"); the same shall apply hereinafter) and shall conduct those transactions on its own judgement and responsibility. The above-mentioned Domestic Agency Transactions, Foreign Transactions and Domestic Over-the-Counter Transactions shall not include sale and purchase in connection with margin trading, and sale and purchase in connection with repayment of purchase funds or securities sold that are loaned by margin trading.

Article 2. (Handling through Foreign Securities Transaction Account)

All the foreign securities transactions entered into between the Applicant and the Company such as execution of sale and purchase, settlement of sale or purchase price, custody of securities or any other transfer of money in connection with foreign securities transactions shall be handled through the foreign securities transaction account (the "Account").

Article 3. (Matters to be Complied with)



As regards foreign securities transactions entered into with the Company, the Applicant shall comply with the provisions pertaining to the sale or purchase of foreign securities of Japanese laws and regulations as well as of rules and regulations, decisions and practices prescribed by the domestic financial instruments exchange that executes the sale and purchase of such securities (the "Exchange"), Japan Securities Dealers Association and clearing houses (which term shall mean Japan Securities Depository Center, Inc. and any other clearing institutions designated by the Exchange; the same shall apply hereinafter). The Applicant shall also comply with instructions from the Company, if any, pertaining to the laws and regulations, practices and the like of any country or region (the "Country, etc.") in which issuers of foreign securities (or, in the case of depository receipts, depository organisations with which such depository receipts are deposited; the same shall apply hereinafter) are located.

CHAPTER 2 DOMESTIC AGENCY TRANSACTIONS OF FOREIGN SECURITIES

Article 4. (Commingled Deposit of Foreign Securities)

1. Foreign securities to be deposited with the Company by the Applicant (excluding foreign shares and foreign warrants; the "Deposited Securities") shall be deposited pursuant to a commingled deposit agreement. As regards foreign shares and foreign warrants the number of which held by the Applicant is recorded or entered in its account with the Company (the "Transferred Securities"), the Company shall manage the same in an appropriate manner based on the nature of the rights of the Applicant in accordance with the provisions pertaining to the sale or purchase of foreign securities of various laws and regulations as well as of rules and regulations, decisions and practices prescribed by clearing houses.

2. The Deposited Securities shall be deposited with a clearing house in the name of the Company, and where the Deposited Securities are in registered form, the clearing house shall transfer the same to a person designated by the clearing house. As regards the Transferred Securities, the number of the Transferred Securities entered or recorded in the account of the Company with the local custodian as provided for in the next paragraph shall be transferred to the account of the clearing house with such local custodian, and such number shall be entered or recorded in such account.

3. The Deposited Securities as deposited in a commingled manner or the Transferred Securities as transferred to the clearing house's account pursuant to the preceding Paragraph (the "Deposited Securities, etc.") shall be held in custody with or managed by a custodian within the Country, etc. in which the issuer of such Deposited Securities, etc. is located or the Country, etc. which is considered appropriate by the clearing house (the "Local Custodian") in accordance with laws, regulations and practices of the Country, etc. in which the Local Custodian is located as well as rules and regulations of such Local Custodian.

4. The Applicant shall pay to the Company, at each time of occurrence, the actual expenses incurred by the Company for the deposit or the record or entry as stipulated in Paragraph 1, unless foreign securities are deposited with the Company in the Country, etc. in which the Applicant's Local Custodian is located.



Article 4-2.

1. The Applicant who deposits foreign securities with the Company shall be entitled to the joint ownership of such foreign securities as well as foreign securities of the same class that are deposited with the Company by other applicants and foreign securities of the same class that are deposited with a clearing house by the Company and are held in custody with such clearing house in a commingled manner. The Applicant whose ownership of foreign securities, etc. is entered or recorded in the account of the Company with the Local Custodian shall be entitled to the rights that should be granted to such Applicant under the applicable governing law, in proportion to the number of foreign securities entered or recorded in the account of the clearing house with such Local Custodian.

2. The joint ownership of the Deposited Securities of the Applicant shall transfer upon entrance of the number of transferred securities in the Applicant's account by the Company. The Applicant's rights to the Transferred Securities shall transfer upon entrance or recording of the number of transferred securities in the Applicant's account by the Company.

Article 5. (Sale or Delivery of Deposited Securities, etc. in Financial Instruments Markets in Foreign Countries)

1. In the event that the Applicant intends to sell the Deposited Securities, etc. in a financial instruments market in a foreign country or to receive delivery of the Deposited Securities, etc., the Company shall change custody of such Deposited Securities, etc. from the Local Custodian to the Company or any other custodian designated by the Company (the "Company's Custodian"), or shall transfer such Deposited Securities, etc. to an account designated by the Company and sell the same or deliver the same to the Applicant.

2. The Applicant shall pay, at each time of occurrence, the actual expenses incurred by the Company for the delivery as mentioned in the immediately preceding Paragraph.

Article 6. (Measures to be taken upon Delisting)

1. In the event that the Deposited Securities, etc. are delisted from the Exchange, the Company shall change custody of such Deposited Securities, etc. from the Local Custodian to the Company or any other custodian designated by the Company or shall transfer the same to an account designated by the Company on or after the date of such delisting.

2. Notwithstanding the provisions of the preceding Paragraph, if a clearing house acknowledges that the Deposited Securities, etc. to be delisted has no value as securities any longer, the Applicant shall be deemed to have agreed that certificates of such Deposited Securities, etc. would be discarded as determined by the clearing house, unless return of such securities is demanded by the Applicant no later than the date predetermined by the clearing house.

Article 7. (Handling of Dividends)

1. Dividends pertaining to the Deposited Securities, etc. (including distribution of earnings of certificate of beneficial interest, distribution of earnings of investment certificates and payments in connection with trust property of certificates of beneficial interest in a certificate of beneficial interest issuance trust; the same shall apply hereinafter), redemption money or other money delivered without being based on an act of a substantive or pro forma holder of the Deposited Securities, etc. (including money delivered based on an act of a substantive or pro forma holder of the Deposited Securities, etc. that is deemed to have been done pursuant to the provisions of the articles of association or other internal regulations or decisions of directors or other organizations of an issuer, or rules, terms and conditions for foreign securities transaction account or other regulations of a clearing house; the same shall apply hereinafter) shall be handled pursuant to the provisions of each of the following Items:

(1) In the case of cash dividends, a clearing house shall receive the same and pay it to the Applicant through a dividend payment handling bank (or, a distribution payment handling bank in the case of certificates of beneficial interest, investment certificates and certificates of beneficial interest in a certificate of beneficial interest issuance trust; the same shall apply hereinafter);

(2) In the case of share dividends (including share split or bonus issue in the case where withholding tax (including that imposed in the Country, etc. in which the issuer of the Deposited Securities, etc. is located; the same shall apply hereinafter) is imposed, and also including ones of the same nature that are related to certificates of beneficial interest, investment certificates, covered warrants, foreign share depository receipts and certificates of beneficial interest in a certificate of beneficial interest issuance trust; the same shall apply hereinafter), it shall be handled as stipulated in (a) or (b) below, as applicable, according to the classifications set out in such (a) or (b):

(a) In cases except where a clearing house admits that the Exchange is the principal market of the Deposited Securities, etc.:

If the clearing house designates transfer of share certificates related to the share dividends on the Deposited Securities, etc. and the Applicant pays an amount equivalent to the withholding tax, the share certificates related to such share dividends shall be received by the clearing house and shall be transferred to the Account through the Company. As regards share certificates less than one share (or one unit in case of certificates of beneficial interest, investment certificates and certificates of beneficial interest in a certificate of beneficial interest issuance trust (or one certificate in case of investment certificates similar to investment corporation bonds), one covered warrant in case of covered warrants and one certificate in case of foreign share depository receipts; the same shall apply hereinafter) or where the clearing house does not designate such transfer or where the clearing house designates the transfer but the Applicant fails to pay the amount equivalent to the withholding tax imposed in Japan, the clearing house shall dispose of, by sale, the share certificates related to such

share dividends and pay the proceeds to the Applicant through a share handling agent (or a beneficial interest handling agent for certificates of beneficial interest and certificates of beneficial interest in a certificate of beneficial interest issuance trust, an investment unit handling agent or an investment corporation bonds handling agent) for investment certificates or an covered warrant handling agent for covered warrants; the same shall apply hereinafter); provided, however, that if the Applicant fails to pay the amount equivalent to the withholding tax imposed in the Country, etc. in which the issuer of the Deposited Securities, etc. is located no later than the prescribed time limit, the Applicant, in principle, shall not be entitled to receive the share certificates related to such share dividends or the sale proceeds of such share certificates.

(b) In cases where the Exchange admits that it is the principal market of the Deposited Securities, etc.:

The Applicant shall pay an amount equivalent to the withholding tax, and the share certificates related to such share dividends shall be received by the clearing house and shall be transferred to the Account through the Company; provided, however, that share certificates less than one share shall be disposed of by sale by the clearing house, and the proceeds from such sale shall be paid to the Applicant through a share handling agent.

(3) In the case of cash distribution other than dividends, it shall be received by the clearing house and shall be paid to the Applicant through a share handling agent.

(4) Payment of the amount equivalent to the withholding tax imposed in the Country, etc. in which the issuer of the Deposited Securities, etc. is located as set forth in Item (2) shall be made in Yen, and the conversion between a foreign currency and Yen shall be made at the rate prescribed by the clearing house or the Company; provided, however, that such payment may be made in any foreign currency if the Company agrees to do so.

2. As regards the method of payment of the dividends as mentioned in Item (1) of the preceding Paragraph, the sale proceeds as mentioned in (a) and (b) of Item (2) of the said paragraph and the money as mentioned in Item (3) of the said paragraph (the "Dividends, etc."), the Applicant shall give written instructions to the Company in the form prescribed by the Company.

3. All payments of the Dividends, etc. shall be made in Yen or a foreign currency.

4. The conversion between a foreign currency and Yen at the time of payments in Yen mentioned in the immediately preceding Paragraph shall be the spot telegraphic transfer buying rate quoted on the date on which the dividend payment handling bank (or the share handling agent in case of conversion of money other than the dividends as mentioned in Item 1 of Paragraph 1; the same shall apply hereinafter in this paragraph) confirms the receipt of the Dividends, etc. (or the spot telegraphic transfer buying rate quoted immediately after confirmation of such receipt if the dividend payment handling bank determines that it is difficult to use the rate on the date of confirmation of the receipt); provided, however, that such rate shall be the rate designated by the clearing house if the transfer of the foreign currency to Japan is impossible or difficult due to the laws, regulations or practices,

etc. of the Country, etc. in which the issuer of the Deposited Securities, etc. is located).

5. If, in the course of payment of the Dividends, etc. prescribed in each item of Paragraph 1, any expense is paid by the clearing house in accordance with the laws, regulations or practices of the Country, etc. in which the issuer of the Deposited Securities, etc. is located, such expense shall be borne by the Applicant and be collected from the Applicant by deducting the same from the dividends or otherwise.

6. Preparation and submission of reports with respect to the dividends shall be made by the share handling agent, the clearing house or the Company in accordance with the applicable laws and regulations.

7. Notwithstanding the provisions of Paragraphs 1 and 3, if it is not possible to make payments of the Dividends, etc. in Yen due to an abrupt change in the foreign exchange situation, closing of foreign exchange markets, etc., the clearing house may withhold payment of the Dividends, etc. until such cause ceases to exist or may make such payment in a foreign currency. In such case, the withheld Dividends, etc. shall not bear any interest or other compensation whatsoever.

Article 8. (Handling of Warrants and Other Rights)

Warrants (which term shall mean the rights to newly receive allotment of foreign share certificates; the same shall apply hereinafter) and other rights related to the Deposited Securities, etc. shall be handled pursuant to the provisions of each of the following Items:

(1) In the case where warrants are granted, it shall be handled as stipulated in (a) or (b) below, as applicable, according to the classifications set out in such (a) or (b):

(a) In cases except where the clearing house admits that the Exchange is the principal market of the Deposited Securities, etc.:

If the Applicant notifies the Company that it desires to subscribe for new shares (which term shall mean the newly allotted foreign share certificates; the same shall apply hereinafter) no later than the prescribed time limit and pays the price for such new shares to the clearing house through the Company, the clearing house shall subscribe for such new shares by exercising such warrants on behalf of the Applicant and transfer such new shares to the Account through the Company. If the Applicant does not notify the Company of its desire to subscribe for new shares no later than the prescribed time limit or if the clearing house determines that it is impossible to exercise such warrants, such warrants shall be disposed of by sale by the clearing house. However, if the clearing house is not able to sell all or part of such warrants due to laws, regulations or practices of the Country, etc. in which the issuer of such Deposited Securities, etc. is located or due to market conditions, all or the said part of the warrants shall become null and void.

(b) In cases where the Exchange admits that it is the principal market of the Deposited Securities, etc.:

The clearing house shall receive the warrants and transfer them to the Account through the Company. In such case, if the Applicant notifies the Company that it desires to subscribe for new shares no later than the prescribed time limit and pays the price for such new shares to the clearing house through the Company, the clearing house shall subscribe for such new shares by exercising such warrants on behalf of the Applicant and transfer such new shares to the Account through the Company. If the Applicant does not notify the Company of its desire to subscribe for new shares no later than the prescribed time limit, subscription of new shares shall not be conducted.

(2) The new shares allocated by share split, bonus issue, capital reduction or consolidation of shares by merger (excluding those on which withholding tax is imposed, and including ones of the same nature that are related to certificates of beneficial interest, investment certificates, covered warrants, foreign share depository receipts and certificates of beneficial interest in a certificate of beneficial interest issuance trust) shall be received by the clearing house and be transferred to the Account through the Company; provided, however, that, new shares less than one share shall be disposed of by sale by the clearing house.

(3) In the case where share certificates other than the Deposited Securities, etc. issued by the issuer of such Deposited Securities, etc. are distributed, and if the clearing house designates transfer of share certificates to be thus distributed and the Applicant pays an amount equivalent to the withholding tax, the share certificates to be thus distributed shall be received by the clearing house and shall be transferred to the Account through the Company. Share certificates less than one share, and share certificates to be thus distributed where the clearing house does not designate such transfer or where the clearing house designates the transfer but the Applicant fails to pay the amount equivalent to the withholding tax imposed in Japan shall be disposed of by sale by the clearing house and the proceeds from such sale shall be paid to the Applicant through a share handling agent; provided, however, that if the Applicant fails to pay the amount equivalent to the withholding tax imposed in the Country, etc. in which the issuer of the Deposited Securities, etc. is located no later than the prescribed time limit, the Applicant, in principle, shall not be entitled to receive the share certificates thus distributed or the sale proceeds of such share certificates.

(4) In the case where any rights other than those set forth in the preceding three Items are granted, it shall be handled as prescribed by the Exchange.

(5) The proceeds from sale as set forth in (a) of Item 1, Item 2 and Item 3 above shall be treated pursuant to the provisions of Paragraph 1, Item (2), Sub-Item (a) of the preceding Article and Paragraphs 2 through 5 and 7 of the preceding Article.

(6) Payment of the price for the new shares as set forth in Item (1) and the amount equivalent to the withholding tax imposed in the Country, etc. in which the issuer of the Deposited Securities, etc. is located as set forth in Item (3) shall be made in Yen, and the conversion between a foreign currency and Yen shall be made at the rate prescribed by the clearing house or the Company; provided, however, that such payment may be made in any foreign currency if the Company agrees to do so.



Article 9. (Measures to be Taken upon Non-Payment)

In the event that the Applicant fails to pay to the Company, no later than the prescribed time limit, the amount payable for the exercise of the warrants or any other price or the amount equivalent to the withholding tax that the Applicant promised to pay to the Company in order to exercise the rights of any foreign securities or in order to receive share dividends, the Company may, at its own discretion, enter into a sales contract, etc. for the share certificates to be subscribed for, for the account of the Applicant in order to perform the Applicant's obligations.

Article 10. (Exercise of Voting Rights)

1. Voting rights at a general shareholders meeting (including a meeting of beneficiaries related to certificates of beneficial interest and certificates of beneficial interest in a certificate of beneficial interest issuance trust, and a general investors meeting related to investment certificates and an investment corporation creditors meeting; the same shall apply hereinafter) in relation to the Deposited Securities, etc. (excluding foreign share depository receipts; the same shall apply hereinafter in this Article) shall be exercised by the clearing house according to the instructions of the Applicant; provided, however, that the clearing house shall not exercise the voting rights in the absence of such instructions.

2. The instructions mentioned in the preceding Paragraph shall be given to the share handling agent in the prescribed written form no later than the date designated by the clearing house.

3. Notwithstanding the provisions set forth in Paragraph 1, if the clearing house is not able to exercise the voting rights at a general shareholders meeting related to the Deposited Securities, etc. due to laws and regulations of the Country, etc. in which the issuer of such Deposited Securities, etc. is located, the Applicant shall exercise such voting rights by having the clearing house send the prescribed document, submitted by the Applicant to the share handling agent, to the issuer.

4. Notwithstanding the provisions set forth in Paragraph 1 and the immediately preceding Paragraph, if the clearing house is not able to exercise its voting rights in an inconsistent manner at a general shareholders meeting related to the Deposited Securities, etc. due to laws and regulations of the Country, etc. in which the issuer of such Deposited Securities, etc. is located, or if the Applicant is allowed to participate in general shareholders meetings related to such Deposited Securities, etc. and exercise its voting rights itself, the clearing house may separately prescribe the handling of the exercise of voting rights.

Article 10-2. (Exercise of Voting Rights for Foreign Share Depository Receipts)

1. Voting rights at a general shareholders meeting for foreign share certificates, etc. in relation to the rights indicated on the foreign share depository receipts shall be exercised by the issuer of such foreign share depository receipts according to the instructions of the Applicant; provided, however, that the issuer shall not exercise the voting rights in the absence of such instructions.



2. The provisions set forth in Paragraph 2 of the preceding Article shall apply *mutatis mutandis* to the instructions set forth in the preceding Paragraph.

3. Notwithstanding the provision set forth in Paragraph 1, if the issuer of the foreign share depository receipts is not able to exercise the voting rights at a general shareholders meeting for foreign share certificates, etc. in relation to the rights indicated on such foreign share depository receipts due to laws and regulations of the Country, etc. in which the issuer of such foreign share certificates, etc. is located, the Applicant shall exercise such voting rights by having the clearing house send the prescribed document, submitted by the Applicant to the share handling agent, to the issuer of such foreign share certificates, etc. through the issuer of such foreign share depository receipts.

4. Notwithstanding the provision set forth in Paragraph 1 and the immediately preceding Paragraph, if the issuer of the foreign share depository receipts is not able to exercise the voting rights through the clearing house in an inconsistent manner at a general shareholders meeting for foreign share certificates, etc. in relation to the rights indicated on such foreign share depository receipts due to laws and regulations of the Country, etc. in which the issuer of such foreign share certificates, etc. is located, or if the Applicant is allowed to participate in general shareholders meetings related to such foreign share certificates, etc. and exercise its voting rights itself, the clearing house may separately prescribe the handling of the exercise of voting rights.

Article 11. (Dispatch of Documents in Relation to General Shareholders Meeting)

1. Documents in connection with a general shareholders meeting of the Deposited Securities, etc. (excluding foreign share depository receipts) delivered by the issuer of such Deposited Securities, etc. or foreign share certificates, etc. in relation to the rights indicated on foreign share depository receipts, business reports, or other notices relating to the rights or interests of shareholders (or beneficiaries in the case of certificates of beneficial interest and certificates of beneficial interest in a certificate of beneficial interest issuance trust, investors or investment corporation creditors in the case of investment certificates, or holders in the case of foreign share depository receipts), including dividends, granting of warrants, etc., shall be sent by the share handling agent to the address notified by the Applicant.

2. Where permitted by the Exchange, the dispatch of the notices set forth in the preceding Paragraph may be replaced by a public notice in a daily newspaper which publishes current topics or by keeping such notices at the share handling agent's office.

CHAPTER 3 FOREIGN TRANSACTIONS AND DOMESTIC OVER-THE-COUNTER TRANSACTIONS OF FOREIGN SECURITIES AND HANDLING OF PUBLIC OFFERING OR SECONDARY DISTRIBUTION OR HANDLING OF PRIVATE PLACEMENT

Article 12. (Instructions on Place and Method of Execution of Sale or Purchase Orders)

The type of sale or purchase transactions between the Applicant and the Company and the place and



method of execution of sale or purchase orders placed by the Applicant with the Company shall be subject to the Applicant's prior instructions, to the extent acceptable to the Company.

Article 13. (Execution and Processing of Orders)

Sale or purchase orders to be placed with the Company by the Applicant and the Applicant's application for the acquisition of foreign securities related to public offering and secondary distribution or private placement shall be conducted pursuant to the provisions of each of the following Items:

- (1) As regards Foreign Transactions and applications for the acquisition of foreign securities related to public offering and secondary distribution or private placement, there may be a time lag between the date and hour of the order placement and the date and hour of the contract because of the international time differences, etc. as long as they are processed by the Company without delay.
- (2) Orders with the Company shall be placed within the hours prescribed by the Company.
- (3) Domestic over-the-counter transactions shall be conducted when the Applicant so requests and the Company accepts such request.
- (4) The minimum purchase unit of foreign securities shall be as prescribed by the Company.
- (5) After confirming that sale or purchase has been executed, the Company shall send relevant documents deliverable upon conclusion of a contract (*keiyakuteiketsuji kofu shomen*) to the Applicant without delay.

Article 14. (Delivery Date, etc.)

Handling of delivery after establishment of transactions shall be subject to the provisions of each of the following Items:

- (1) In the case of a foreign transaction, the contract date shall be the date on which the Company confirms that the sale or purchase order is executed at the place of execution (or, if such date falls on a non-business day, the immediately following business day).
- (2) The delivery date for sale or purchase of foreign securities shall be the fourth business day from the contract date, unless otherwise agreed between the Company and the Applicant. (supplementary provision: the term "fourth" shall be replaced with "third" with effect from the day on which T+2 Stock Settlement Cycle is implemented)

Article 15. (Custody, Rights and Name of Foreign Securities)

The custody, rights and name of foreign securities entrusted to the Company by the Applicant shall be handled pursuant to the provisions of each of the following Items:



(1) The Company shall consign to the Company's Custodian the custody of foreign securities that have been entrusted for custody by the Applicant.

(2) The custody set forth in the preceding Item shall be taken under the name of the Company.

(3) In the event that foreign securities (excluding the Deemed Foreign Securities) owned by the Applicant are held in custody with the Company's Custodian, the Applicant shall acquire rights in proportion to the number of such foreign securities entered or recorded in the Company's account related to such foreign securities with the Company's Custodian under the applicable governing laws and practices, and such foreign securities shall be held in custody based on the nature of the rights in relation to the number thus acquired.

(4) The provisions of the immediately preceding Item shall apply *mutatis mutandis* to the Deemed Foreign Securities. In such case, "foreign securities (excluding the Deemed Foreign Securities) owned by the Applicant are held in custody with the Company's Custodian" set forth in the immediately preceding Item shall be read as "the number of the Deemed Foreign Securities owned by the Applicant is entered or recorded in the Company's account with the Company's Custodian," and "shall acquire rights in proportion to the number of such foreign securities" shall be read as "shall acquire rights in proportion to the number of such Deemed Foreign Securities."

(5) In the case set forth in Item (3), the Applicant shall acquire the rights to securities or certificates in relation to such foreign securities under applicable governing laws.

(6) The rights to foreign securities owned by the Applicant shall transfer when the Company enters or records the number of transferred foreign securities in the Account, in proportion to such number of transfer.

(7) If it is necessary to register a holder with respect to foreign securities to which the Applicant has the rights, the holder shall be the Company's Custodian or a person designated by such custodian.

(8) If it is necessary to sell, change custody of or return the foreign securities to which the Applicant has the rights that have been deposited pursuant to the provisions of Item (1), such action shall be handled in accordance with the prescribed procedures; provided, however, that the Applicant shall not require, in Japan, return of certificates of foreign securities of which certificates cannot be returned under local laws and regulations.

(9) The Applicant shall pay to the Company, at each time of occurrence, the actual expenses incurred by the Company for the change of custody and return as set forth in the immediately preceding Item.

(10) If the foreign securities to which the Applicant has the rights have lost their value as securities and the Company's Custodian has deleted the outstanding amount pursuant to the provisions of local laws and regulations, the outstanding deposit in the Account subject to such deletion shall also be deleted, and certificates of such foreign securities shall be treated as having been disposed of unless the Applicant specifically requests otherwise.

Article 16. (Handling in Case of Non-Conformity with Selection Standards)

In the event that any investment trust certificate no longer conforms to the selection standards as determined by Japan Securities Dealers Association, the Company shall discontinue the sale of such investment trust certificate. In such case, if the Applicant so desires, the Company shall undertake brokerage for the sale of such investment trust certificate purchased by the Applicant or for the cancellation thereof.

Article 17. (Handling of Rights Relating to Foreign Securities)

The rights to the foreign securities that are held in custody with the Company's Custodian shall be handled pursuant to the provisions of each of the following Items:

(1) The fruits, such as dividends, interest and distribution of profits, etc. on the foreign securities held in custody with the Company's Custodian and the redemption money thereof shall be received by the Company and paid to the Applicant. In such case, if, in the course of such payment, any expense is charged to the Company in accordance with the laws, regulations or practices of the Country, etc. in which the issuer of such foreign securities is located, such expense shall be borne by the Applicant and collected from the Applicant by deducting the same from the said fruits or redemption money or otherwise.

(2) In the event that warrants are granted with respect to foreign securities, they shall, in principle, be disposed of by sale and the proceeds from such sale shall be handled pursuant to the provisions of the preceding Item.

(3) The shares allocated by share dividend, share split, bonus issue, capital reduction or share exchange by merger, etc. shall be handled on the Account through the Company; provided, however, that all the shares less than the trading unit in the financial instruments markets in the Country, etc. other than Japan shall, unless the Applicant specifically requests otherwise, be disposed of by sale, and the proceeds from such sale shall be handled pursuant to the provisions of Item (1) above.

(4) In the event that the shares allocated under the preceding Item are subject to the withholding tax, all such shares shall, notwithstanding such provisions, and unless the Applicant specifically requests otherwise, be disposed of by sale and the proceeds from such sale shall be handled pursuant to the provisions of Item (1) above.

(5) In the event that any rights other than those set forth in the preceding four Items are granted with respect to foreign securities, all such rights shall, unless the Applicant specifically requests otherwise, be disposed of by sale, and the proceeds from such sale shall be handled pursuant to the provisions of Item (1) above.

(6) Exercise of voting rights or petition of objections at a general shareholders meeting, creditors' meeting, beneficiaries' meeting or holders' meeting, etc. shall be conducted according to the instructions of the Applicant; provided, however, that the Company shall not exercise voting rights or make objections in the absence of the Applicant's instructions.

(7) Application of reduced tax rate or tax exemption, tax refund or any other procedures in connection with the withholding tax imposed on the fruits as set forth in Item (1) above in the Country, etc. other than Japan may



be handled by the Company on behalf of the Applicant.

Article 18. (Notices)

1. The Company shall give the following notices to the Applicant with respect to the foreign securities that are entrusted for custody to the Company:

(1) Notices about any fact that may cause a significant change in the position of a shareholder or beneficiary and holder, such as issuance of subscription shares, share split or consolidation of shares, etc.;

(2) Notices about dividends, interests, distribution of profits and redemption money, etc.; and

(3) Notices about mergers or other important agenda to be submitted at a general shareholders meeting.

2. In addition to the notices set forth in the preceding Paragraph, the Company or an issuer of investment trust certificates shall send to the Applicant a statement of account or other documents related to the investment trust certificates entrusted for custody from the Applicant; provided, however, that unless the Applicant requests otherwise, the Company shall not send the statement of account or other documents related to the investment trust certificates if a notice thereof is published on a daily newspaper which deals with current topics.

Article 19. (Notices from Issuer)

1. Notices and materials, etc. delivered by the issuer shall be kept by the Company and made available for public inspection for three years (or one year for those notices related to overseas CDs and overseas CPs) from the date of their arrival; provided, however, that the Company shall send them to the Applicant if it requests the Company to do so.

2. The actual costs required for sending the notices and materials, etc. to the Applicant in accordance with the proviso to the preceding Paragraph shall, except for those in connection with investment trust certificates, be paid to the Company by the Applicant at each time of occurrence.

Article 20. (Fees)

1. Fees and payment date, etc. in connection with the execution of transactions shall be handled pursuant to the provisions of each following Item:

(1) As regards Foreign Transactions of foreign securities, the Applicant shall pay to the Company trading commissions, taxes and public dues and other assessments and charges in the financial instruments markets located outside Japan and the prescribed brokerage commissions no later than the delivery date stipulated in Article 14, Item (2) hereof.

(2) As regards the application for the acquisition of investment trust certificates in a public offering and secondary distribution or private placement, the Applicant shall pay to the Company relevant fees prescribed by



the fund as well as taxes and public dues and other assessments and charges prescribed at the place of brokerage no later than the payment date set forth in a prospectus, etc.

2. Any actual costs incurred by the Company for conducting special treatment under the instructions of the Applicant shall be paid to the Company by the Applicant at each time of occurrence.

Article 21. (Receipt and Payment of Foreign Currency)

The receipt and payment of foreign currency for foreign securities transactions shall, in principle, be made by means of a transfer between a foreign currency deposit account opened by the Applicant in its own name and a foreign currency deposit account in the Company's name designated by the Company.

Article 22. (Receipt and Payment of Money)

1. The receipt and payment of money between the Company and the Applicant in connection with the Foreign Securities transaction, etc. prescribed in this Chapter shall be made in Yen or another currency (limited to those designated by the Applicant and which is acceptable to the Company). In such case, the conversion between a foreign currency and Yen shall be made at the rate determined by the Company on the conversion date, except as otherwise agreed upon or designated.

2. The conversion date set forth in the preceding Paragraph shall be the contract date with respect to a sales price and the date on which the Company confirms the receipt of the total amount with respect to the settlement in connection with the actions prescribed in Items (1) through (4) of Article 17.

CHAPTER 4 MISCELLANEOUS PROVISIONS

Article 23. (Delivery of Transaction Balance Statements)

1. The Applicant shall receive delivery of transaction balance statements issued by the Company on a regular basis with respect to the Foreign Securities entrusted for custody with the Company; provided, however, that upon request of the Applicant the Company shall change this method to a method by which the Applicant receives the transaction balance statements immediately after every delivery settlement for transactions.

2. Notwithstanding the provisions of the preceding Paragraph, where the Company is not legally obligated to deliver the documents deliverable upon conclusion of a contract (*keiyakuteiketsuji kofu shomen*) to the Applicant, the Applicant shall, unless otherwise stipulated in laws or regulations, receive delivery of transaction balance statements immediately after every delivery settlement for transactions.

3. Even when the Company delivers a transaction balance statement to the Applicant immediately after delivery settlement for transactions, the Company may, for certain matters stipulated in laws, deliver transaction balance statements on a regular basis instead of delivering the same immediately after every delivery settlement for transactions.



Article 24. (Notification of Common Number)

The Applicant shall, pursuant to the Act on the Use of Numbers to Identify a Specific Individual in Administrative Procedures (the "Numbers Act"), notify its common number (which means "individual number" as prescribed in Article 2, Paragraph 5 of the Numbers Act and "Corporation Number" as prescribed in Paragraph 15 of said Article; the same shall apply hereinafter) if it opens an account, receives notification of common number, or otherwise stipulated by the Numbers Act or any other applicable laws and regulations. Upon such notification, the Company shall vify the identity of the Applicant pursuant to the Numbers Act and other applicable laws and regulations.

Article 24-2. (Matters to be Notified)

The Applicant shall notify its address (or residence), name (or appellation), seal impression and common number, etc. to the Company in the written form prescribed by the Company.

Article 25. (Notice of Change in Notified Matters)

If any change occurs in the address (or residence), name (or appellation), common number or any other matters notified to the Company or if the Applicant loses its seal notified to the Company, the Applicant shall immediately give notice to the Company in accordance with the procedures prescribed by the Company.

Article 26. (Exemption from Liability in Case of Failure of Notification)

The Company shall be exempted from any liability for any damage suffered by the Applicant as a result of its failure to make, or a delay in making, any notification under the immediately preceding Article.

Article 27. (Effect of Notice)

In the event that any notice as to the Account given by the Company to the Applicant is delayed or does not arrive due to the removal or absence of the Applicant or any other cause attributable to the Applicant, such notice may be treated as if it had arrived at the Applicant at such time as it would normally have arrived.

Article 28. (Account Management Fee)

The Applicant shall pay to the Company the account management fee prescribed by the Company as the expenses for the various procedures provided for in these Terms and Conditions.

Article 29. (Termination of Agreement)

1. This Agreement shall be terminated upon the occurrence of any of the following events:
 - (1) If the Applicant proposes cancellation of the Agreement to the Company;
 - (2) If the Applicant violates any of the provisions hereunder and the Company gives a termination notice to



the Applicant;

(3) If the Applicant is considered to have made false representations at the time of account opening and the Company proposes termination of the Agreement to the Applicant;

(4) If the Applicant is considered to be a gang member, a gangster-related company, a corporate extortionist (so-called "sokai-ya") or other antisocial forces and for that reason the Company proposes termination of the Agreement to the Applicant;

(5) If the Applicant conducts a violent demand act or an improper demand act that oversteps its legal responsibility and the Company considers it difficult to continue the Agreement and proposes termination thereof; or

(6) If, otherwise than those events prescribed in the preceding Items, any event prescribed by the Company as an event where it is deemed appropriate to terminate this Agreement occurs, or if the Company proposes termination thereof to the Applicant for unavoidable reasons.

2. Upon termination of the Agreement pursuant to the preceding Paragraph, foreign securities and money in the Company's custody shall be returned in such manner as prescribed by the Company. Foreign securities in custody which are difficult to be returned in their original state shall be realised, crossed traded or otherwise disposed of at the instruction of the Applicant, and proceeds from such sale or otherwise shall be returned to the Applicant.

Article 30. (Disclaimer)

The Company shall be exempted from liability for the damages set forth below:

(1) Any damage arising from a delay in, or the impossibility of, execution of a sale or purchase, receipt or payment of money or custody procedures, etc. due to any event that is considered to be force majeure, such as an act of God, political change, strike, abrupt change in the foreign currency situation, closing of foreign exchange market, etc.;

(2) Any damage arising from a cause not attributable to the Company, such as errors or delays in telegraph or mail; and

(3) Any damage arising from the receipt or payment of money, return of securities entrusted for custody or other actions made or taken after the Company has acknowledged that the seal impression affixed on the relevant document prescribed by the Company is identical to the seal impression notified to the Company by the Applicant.

Article 31. (Governing Law and Agreed Jurisdiction)

1. The rights and obligations on the Foreign Securities transactions between the Applicant and the



Company shall be governed by the laws of Japan; provided, however, that the governing law may be the law of another country if the Applicant specifically requests and the Company agrees to it.

2. As regards any legal action relating to the Foreign Securities transactions between the Applicant and the Company, the Company may designate a court of jurisdiction among the courts having jurisdiction over the head office or branch offices of the Company.

Article 32. (Amendment to Terms and Conditions)

These Terms and Conditions may be amended due to an amendment to laws and regulations, instructions by the competent authority, or any other reason that requires such amendments in accordance with Article 548-4 of the Civil Code. The Company shall notify that the amendment is to be made, the content of the provisions after the amendment and the effective date of the amendment by postal mail, on the internet or other appropriate means.

Article 33. (Consent to Provision of Personal Data to Third Party)

The Applicant shall agree that in any of the cases described below, the personal data of the Applicant (address, name, contact information, date of birth, the number of Foreign Securities held and other information to the extent that it is necessary on a case-by-case basis) may be provided to a person set forth in each Item below:

(1) In case a reduced tax rate or tax exemption, tax refund or any other procedures in connection with the withholding tax imposed in the Country, etc. other than Japan on the dividends, interests, distribution of profits and other fruits of the Foreign Securities is implemented: The tax authority of such Country, etc., the custodian of such Foreign Securities, or a person who is designated by such entities to implement those procedures on their behalf;

(2) In case a reduced tax rate or tax exemption, tax refund or any other procedures in connection with the withholding tax imposed in the Country, etc. other than Japan on the dividends, interests, distribution of profits and other fruits of the Foreign Securities that are related to the rights indicated on the depository receipts is implemented: The tax authority of such Country, etc., the custodian of such Foreign Securities, the issuer or the custodian of such depository receipts, or a person who is designated by such entities to implement those procedures on their behalf;

(3) In case the issuer of the Foreign Securities or of the Foreign Securities that are related to the rights indicated on the depository receipts prepares statistical data necessary for the preparation of a securities report and other documents in accordance with the laws and regulations or the rules of a financial instruments exchange of Japan or of a country other than Japan (the "Laws and Regulations"), for the exercise of rights or performance of obligations under the Laws and Regulations, or for the provision of information to substantial shareholders or public relations activities: The issuer or the custodian of such Foreign Securities, or the issuer or

the custodian of the Foreign Securities that are related to the rights indicated on such depository receipts; and

(4) In case the supervisory authority of the financial instruments markets of any country other than Japan where sale and purchase of Foreign Securities is executed (including self-regulatory organizations authorized by such supervisory authority; the same shall apply hereinafter in this Item) conducts an investigation on money laundering, crimes in connection with securities transactions, or other investigations for the purpose of securing fairness in trade in such financial instruments markets under the Laws and Regulations of that Country, etc., and it is obvious that the personal information contained in the investigation result is used neither for criminal proceedings by courts or judges nor for any other purposes: Such supervisory authority, the foreign securities dealer or the custodian pertaining to the transactions of such foreign securities.

SUPPLEMENTARY PROVISIONS

Applicable from December 9, 2016