

Application for Transaction/ Index Data

(Date)

Marketing and Sales (Osaka), Market Development

Osaka Securities Exchange Co., Ltd.

Company name: _____

Department: _____

Name: _____ Seal/Signature

下記のとおり、データの提供を申請します。データの申込み及び利用にあたっては、「取引・指数データ利用規約」を遵守します。

I hereby apply to receive the following transaction data according to the terms and conditions described below. With respect to my request for data and its use, I undertake to comply with the terms and conditions of the “Rules for the Use of Transaction Data”.

取引・指数データ利用規約

Rules for the Use of Transaction/ Index Data

取引・指数データ利用規約は、データの申込者（以下「甲」という。）に対する株式会社大阪証券取引所（以下「乙」という。）のデータ提供及び甲によるその利用等について、契約条件を定めるものである。

The Rules for the Use of Transaction/ Index Data stipulate the terms and conditions of the provision of transaction/ index data to an applicant (the “Applicant”) by Osaka Securities Exchange Co., Ltd. (the “OSE”) and the use of the said data by the Applicant.

1. 本申込書に基づいて提供される情報又はその編集・加工情報（以下「本件情報」という。）に関する一切の権利は乙に帰属するものとする。

The OSE shall retain all rights to the information provided pursuant to this Application and the products thereof as a result of editing or processing (the “Information”).

2. 甲は、自己利用（甲が受領したデータを甲のみが利用し、第三者に提供できない場合をいう。以下同じ。）又は第三者提供利用（自己利用に該当しないすべての場合をいう。以下同じ。）のいずれの目的のために本件情報を受領するかについて、乙に対して申込時に指定するものとする。

The Applicant shall specify to the OSE whether the Information is received for own use (in which case the Applicant shall be the sole user of the received data, and the such data may not be supplied to any third party; the same applies hereafter) or for the purpose of providing it for use by a third party (i.e. any use other than “own use”; the same applies hereafter) at the time of the submission of the Application.

3. 乙は、別途定めるデータ利用料体系に基づき利用料を計算して甲に通知するものとし、甲は当該通知に従って利用料を支払うものとする。乙は、甲による支払いを確認後、速やかに甲に対して本件情報を提供するものとする。

The OSE shall notify the Applicant of an amount of fee to be calculated based on the fee system for data which shall be established separately, and the Applicant shall pay the fee upon such notification. Upon confirmation of the payment from the Applicant, the OSE shall supply the Information promptly to the Applicant.

4. 甲が自己利用を目的として本件情報を取得したにもかかわらず、第三者提供利用を行っていることが明らかになった場合には、甲は乙に対して、自己利用目的に係る利用料と第三者提供利用目的に係る利用料の差額の2倍を支払うものとする。

In the event the Applicant has been found to be engaged in the provision of the Information to third parties in spite of the fact that the Applicant has obtained the Information solely for their own use, the Applicant shall pay to the OSE an amount that is double the difference between the fees for own use and those for third-party use.

5. 甲が第三者提供利用を目的として本件情報を取得した場合には、第三者に対して本件情報を提供する前に、当該第三者との間で本件情報の提供に関する契約等を締結しなければならない。当該契約等では、当該第三者が当該第三者以外の者に本件情報を提供する行為の禁止に関する条項を定めるものとする。また、当該第三者が本件情報を当該第三者以外のものに提供していることが明らかな場合は、甲は、当該行為の中止を求める等の対応を行わなければならない。

If the Information was obtained by the Applicant for the purpose of proving the said Information to any third party, the Applicant shall enter an agreement or contract with the said third party in respect of the provision of the Information prior to providing such services. The said agreement or contract shall contain clauses that prohibit the said third party from providing the Information to any other third party. In the event the said third party has been found to be engaged in the provision of the Information to any other third parties, the Applicant shall take the necessary steps to require the said party to cease such an act.

6. 甲は、インターネットを通じて本件情報を第三者に提供してはならない。ただし、甲と契約等を行うことにより、ユーザーID及びパスワード等のアクセス権を付与された者のみが本件情報を受け取ることができる場合はこの限りでない。

The Applicant shall not provide the Information to any third party through the Internet, provided, however, that the Information may be provided to a third party if access by such a third party is limited to those who has been authorized to do so using a user ID and password under an agreement or contract with the Applicant.

7. 本件情報の利用又は誤びゅう等により、甲又は第三者に生じた損害につき、乙は損害賠償責任を負わない。The OSE will not be held liable for any damage that the Applicant or a third party may incur as a result of the use of the Information or any errors in the Information.

8. ヘラクレス指数及び大証指数は当社の知的財産であり、当該指数の算出、公表、利用など当該指数に関する一切の権利は当社が所有しています。このため、当該指数を利用してファンドやデリバティブ商品などの金融商品を組成・販売するなど、当該指数を商業的に利用する場合は、当社とのライセンス契約が必要になります。なお、当該指数を第三者に提供することなく、自身において大証市場の動向を示すベンチマークとして利用する場合には、ライセンス契約は必要ありません。

Hercules Index and OSE Index are OSE's intellectual property. OSE owns all rights related to these indices such as calculating, announcing and using the indices. Therefore, in the event the Applicant uses these indices commercially (e.g. setting up/selling financial products such as funds and derivative products), the Applicant needs to have a licensing agreement with OSE. It isn't necessary, however, to have a licensing agreement in the event the Applicant doesn't provide these indices to a third party and use it by themselves as a benchmark indicating OSE market's trend.

The rules above are translated from our original rules in Japanese and are for reference purpose only. Therefore they are not legally definitive translation of the original Japanese texts. In the event a difference arises regarding the meaning herein, the original Japanese version will prevail as the official authoritative version.

Use Purpose

Own Use / Distribution to 3rd Party

* Please circle the appropriate use purpose.

自己利用目的でお申し込み頂いた場合、第三者への本件情報の提供は一切禁止されています。万一、自己利用目的で申し込まれた方が、第三者に本件情報を提供された場合、当社は、利用規約にもとづき違約金を請求することになります。利用規約をよくお読み頂くとともに、利用形態による料金についてご不明な点は marketing@ose.or.jp までお問い合わせのうえお申し込みください。

Providing the Information to a third party is forbidden in the event the Applicant has obtained it solely for their own use. If the Applicant has been found to be engaged in the provision of the Information to third parties in spite of the fact that the Applicant has obtained the Information solely for their own use, OSE will charge a penalty based on the Rules for the Use. Please make sure to read the Rules for the Use. If you have any questions about the fee for use, please contact OSE by e-mail (marketing@ose.or.jp).

Target Products

Products	Tick	One-Minute	Four-Price (per Session)	Four-Price(for Whole Trading Day)
	period	period	period	period
Nikkei 225 Futures	(Date) ~ (Date)	(Date) ~ (Date)	(Date) ~ (Date)	(Date) ~ (Date)
Nikkei 225 mini	(Date) ~ (Date)	(Date) ~ (Date)	(Date) ~ (Date)	(Date) ~ (Date)
All Futures	(Date) ~ (Date)	(Date) ~ (Date)	-	(Date) ~ (Date)
Nikkei 225 Options	(Date) ~ (Date)	(Date) ~ (Date)	(Date) ~ (Date)	(Date) ~ (Date)
All Options	(Date) ~ (Date)	(Date) ~ (Date)	-	(Date) ~ (Date)
Equities	(Date) ~ (Date)	(Date) ~ (Date)	-	(Date) ~ (Date)
Cash Products Excluding Equities	(Date) ~ (Date)	(Date) ~ (Date)	-	(Date) ~ (Date)
Cash Product by Trading Name	Security name: Code() (Date) ~ (Date)	Security name: Code() (Date) ~ (Date)	-	Security name: Code() (Date) ~ (Date)
Index Information (Hercules Index)	(Date) ~ (Date)	-	-	(Date) ~ (Date)
Index Information (OSE Index)	(Date) ~ (Date)	-	-	(Date) ~ (Date)

* Please fill in the period for your selected securities. (Date: Fill in the Month and the Year. e.g.: April 2008 ~ July 2008)

Contact Information

Name _____

Mailing Address _____

E-mail _____

TEL _____

FAX _____

Message _____

* The personal data filled in this form will not be used for any purpose other than for the provision of transaction data.

Official Use

Confirmation of Payment

Data Creation

Data Shipping