

**RULES REGARDING THE USE OF SYSTEMS RELATING TO  
THE BOOK-ENTRY TRANSFER SYSTEM FOR  
CORPORATE BONDS, ETC.**

(November 1, 2013)

[TRANSLATION]

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JAPAN SECURITIES DEPOSITORY CENTER, INC.

## Article 1 Purpose

These Rules shall, pursuant to the provisions of Article 75 of the Operational Rules Regarding Corporate Bonds, etc. (hereinafter referred to as the “Operational Rules”), prescribe necessary matters regarding the use of computer systems of JASDEC (hereinafter referred to as the “JASDEC System”) relating to the Book-Entry Transfer System for Corporate Bonds, etc. by Issuers, Issuing Agents, Paying Agents, JASDEC Participants, Fund-Settlement Corporations, Bank of Japan Net Fund-Settlement Corporations and Trustee Companies (hereinafter referred to as the “Users”) for the processing the operation of the Users relating to the Book-Entry Transfer Services for Corporate Bonds, etc.

## Article 2 Defined Terms

1. The terms used in these Rules which are the same as those in the Operational Rules shall have the same meaning as in the Operational Rules.
2. In these Rules, the meanings of the terms set forth in the following items shall be as prescribed respectively in those items:
  - (1) “User System” shall mean a computer system of a User.
  - (2) “Integrated Web Terminal” shall mean the computer terminal unit for using the integrated web functions provided by JASDEC.
  - (3) “Web Connection” shall mean a method of data exchange between the User System and the JASDEC System which operates through the Integrated Web Terminal.
  - (4) “File Transmission” shall mean a method of data exchange between the User System and the JASDEC System in which data is transmitted as files, and which JASDEC recognizes as appropriate.
  - (5) “Online Real Time Connection” shall mean a method of data exchange between the User System and the JASDEC System other than the File Transmission, which JASDEC recognizes as appropriate.
  - (6) “Target Hofuri Website Connection” shall mean a method of providing notice, etc. through the use of the Target system operated by the Tokyo Stock Exchange, Inc. that is referred to as the “Hofuri Website” (hereinafter referred to as the “Target Hofuri Website”, which can be accessed by the Users by electromagnetic means for the purpose of using the functions provided by JASDEC, such as receiving or issuing notices, etc.)

### Article 3 Use of the JASDEC System by Users

1. Users shall use the JASDEC System via the methods of exchanging data with JASDEC that are set forth in the following items for processing any operation relating to the Book-Entry Transfer Services for Corporate Bonds, etc.
  - (1) Web Connection;
  - (2) File Transmission; and
  - (3) Online Real Time Connection.
2. When processing any operation using the methods set forth in the items of the previous paragraph, Users shall submit a prescribed notification to JASDEC. In this case, submission of such notification shall be made through the Target Hofuri Website Connection or other methods permitted by JASDEC.
3. When JASDEC finds that any submission prescribed in the preceding paragraph which is to be made using the Target Hofuri Website Connection (hereinafter referred to as “Users’ Administrative Work for Submission through Target”) is impossible or difficult to make due to any trouble, etc., Users shall make exchange data with JASDEC using electromagnetic media, via facsimile, or in writing.
4. When JASDEC deems necessary, it may conduct testing to confirm that Users can use the JASDEC System appropriately before using the JASDEC System.

### Article 4 Web Connection

The setting up of circuit equipment for the Web Connection shall be undertaken by Users in a manner prescribed by JASDEC.

### Article 5 Operation, etc. of the Web Connection

1. Users shall perform operational processing using the Web Connection, pursuant to the provisions of the connection specifications and operation requirements, etc. prescribed by JASDEC, and with the due care of a good manager.
2. When the connection specifications for the Web Connection need to be changed due to an unavoidable reason and JASDEC has so requested, Users shall comply with such request as instructed by JASDEC.
3. When any trouble arises in the Web Connection, the relevant User shall promptly notify JASDEC.

## Article 6 Bearing of Expenses Relating to the Web Connection

Users shall bear any terminal fees relating to their use of the Integrated Web Terminal (meaning expenses relating to the installation and maintenance of the Integrated Web Terminal), electricity charges and expenses for consumables, etc., as well as expenses relating to circuit equipment for the Web Connection (meaning circuit usage fees and Users' share of the circuit installation costs, etc.; the same shall apply hereinafter).

## Article 7 Circuit Connection

The setting up of circuit equipment for connecting communications circuits (hereinafter referred to as "Circuit Connections") as pertains to the File Transmissions or the Online Real Time Connection (hereinafter referred to as the "File Transmissions, etc.") shall be undertaken by Users in a manner prescribed by JASDEC.

## Article 8 Operation, etc. of the Circuit Connection

1. Users shall perform operational processing using the Circuit Connection, pursuant to the provisions of the connection specifications and operation requirements prescribed by JASDEC, and with the due care of a good manager.
2. When the connection specifications for the Circuit Connection need to be changed due to an unavoidable reason, and JASDEC has so requested, Users shall comply with such request as instructed by JASDEC.
3. When any trouble arises in the Circuit Connection (including cases where data exchange using the File Transmissions, etc. is not possible, and the cause thereof is unclear), the relevant User shall promptly notify JASDEC.

## Article 9 Bearing of Expenses Relating to the Circuit Connection

Users shall bear any expenses relating to the circuit equipment for the Circuit Connection.

## Article 10 Cooperation for Various Tests

1. When Users are required in advance by the notice from JASDEC to participate in a linkage confirmation test between the Integrated Web Terminal and the JASDEC System or between the User System and the JASDEC System via the Circuit Connection, Users shall cooperate for such test without objection. The same shall apply if Users are required by JASDEC to participate in various tests other than the

tests described above.

2. Of the expenses required for the linkage confirmation test or the various other tests referred to in the preceding paragraph, the expenses arising on the User side shall be borne by the relevant Users.

#### Article 11 Confidentiality

1. Persons that are or were officers or employees of a User shall not divulge any secrets obtained through the use of the JASDEC System to any other party.
2. Users shall not disclose the JASDEC System specifications to a third party or use such specifications for any business other than operation relating to the use of the JASDEC System without JASDEC's consent; provided, however, that if delegating the processing of any operation relating to the use of the JASDEC System to a third party pursuant to the provisions of Paragraph 1 of the following article, or if delegating the development of a system for processing operation relating to the use of the JASDEC System to a third party (including a person other than the relevant third party in a case where the relevant third party further delegates all or part of the system development to such other person; the same shall apply hereafter in this article), a User may disclose the JASDEC System specifications to a third party within the scope of such delegation, without JASDEC's consent.
3. When a User discloses the JASDEC System specifications to a third party, the User shall cause such third party to observe the provisions of the main clause of the preceding paragraph.
4. When any changes are to arise to the contents of the notification submitted to JASDEC pursuant to these Rules, Users shall submit the notification to JASDEC in advance.

#### Article 12 Delegation, etc. of Processing of Operation Relating to Use of the JASDEC System by Users

1. Users, when so permitted by JASDEC, may delegate the processing of operation relating to the use of the JASDEC System, the Users' Administrative Work for Submission through Target, and the processing of operation using the Target Hofuri Website to other persons (excluding any persons that fall under anti-social forces), within the scope permitted by JASDEC.
2. Any person to whom the User has delegated the processing of operation using the Target Hofuri Website pursuant to the provisions of the preceding paragraph shall

- submit a prescribed notification to JASDEC.
3. Any data exchanged between the computer system of the person to whom the User delegated the processing of operation relating to the use of the JASDEC System pursuant to the provisions of Paragraph 1 (hereinafter referred to as “Computer Company, etc.”) and the JASDEC System shall be treated as data exchanged between the User System of the User who delegated the processing of operation relating to the use of the JASDEC System to the Computer Company, etc. (hereinafter referred to as the “Delegating User”) and the JASDEC System.
  4. Any notifications exchanged between a Computer Company, etc. and JASDEC shall be treated as notifications exchanged between the Delegating User and JASDEC.
  5. Any accidents, etc. arising in connection with the use of the JASDEC System by the Computer Company, etc. shall be resolved between the Delegating User and the Computer Company, etc.
  6. A Delegating User shall cause the Computer Company, etc. to observe the provisions of Articles 5, Article 6, Article 8 to Article 10, and Paragraph 1 of the preceding article.
  7. A Delegating User shall cause the Computer Company, etc. to observe any necessary measures that JASDEC may take with respect to the Computer Company, etc. in connection with the use of the JASDEC System.

#### Supplementary Rules

These Rules shall come into effect as of January 10, 2006.

#### Supplementary Rules (Notice of May 11, 2006)

These amended provisions shall come into effect as of January 4, 2007.

#### Supplementary Rules (Notice of June 24, 2010)

These amended provisions shall come into effect as of July 1, 2010.

#### Supplementary Rules (Notice of January 8, 2013)

These amended provisions shall come into effect as of February 25, 2013.

#### Supplementary Rules (Notice of October 31, 2013)

These amended provisions shall come into effect as of November 1, 2013.