

## Agreement on Entrustment of When-Issued Transactions

(Updated to July 16, 2013)

I/We hereby acknowledge that, in entrusting when-issued transactions with your company, I/we will abide by all terms and conditions provided in the following rules hereof, as well as provisions related to the conditions of when-issued transactions prescribed in the Brokerage Agreement Standards, the Articles of Incorporation, the Business Regulations, and other rules and regulations, decisions, and practices of the financial instruments exchange where such transactions are executed (hereinafter referred to as the “Exchange”).

IN WITNESS WHEREOF, I/we have hereunto signed my/our name and delivered this Agreement to your company.

### Article 1. Acceleration

1. In the event that I/we fall under any of the following items, any and all obligations I/we owe to your company relating to my/our when-issued transactions will become due and payable without any notice or demand from your company, and I/we will shall perform such obligations immediately.
  - (1) A petition for attachment, provisional attachment or auction is filed against me/us, or a petition for bankruptcy proceedings, rehabilitation proceedings, or corporate reorganization proceedings is filed against me/us, or a liquidation proceedings are begun;
  - (2) Receipt of an order to pay overdue tax and dues, or a preservative attachment is enforced;
  - (3) Suspension of payment; or
  - (4) The bill clearinghouse or the electronic monetary claim recording institution set forth in Article 2, Paragraph 2 of Electronically Recorded Monetary Claims Act (Act No. 102 of 2007) takes any action to suspend my/our bank transactions.
2. In the event that I/we fall under any of the following items, any and all obligations I/we owe to your company relating to my/our when-issued transactions will become due and payable upon your company’s request, and I/we shall perform such obligations immediately:
  - (1) Delay in performing any of the obligations owed in relation to the financial instrument transactions with your company, or failure to comply with any of agreements on transactions with your company; or
  - (2) Other cases where there is a reasonable and probable reason for likelihood of a default of any obligation.

### Article 2. Opposing Trading in Case of Insolvency or Likelihood of Insolvency, etc.

1. If I/we fall under any of the items of Paragraph 1 of the preceding article, I/we agree that your company may, at its discretion and for my/our own account, carry out a transaction(s) that opposes my/our when-issued transactions with your company (hereinafter referred to as the “opposing trading”).
2. If I/we fall under any of the items in Paragraph 2 of the preceding article, I/we shall, upon your company's request, carry out the opposing trading by the date designated by your company.
3. In the case that I/we do not carry out the opposing trading by the date prescribed in the preceding Paragraph, I/we shall not object to your company's carrying out the opposing trading for my/our own account at your company's discretion.
4. In cases any loss arises as a result of the opposing trading prescribed in the preceding three paragraphs, I/we shall pay an amount equivalent to such loss to your company immediately.

### **Article 3. Cancellation of Purchase/Sale Transaction**

In the event that, with respect to my/our when-issued transactions, the conditions of issuance of the security are amended, or that such security will not be issued or is unlikely to be issued by the settlement date, if the Exchange makes a change in the security eligible for settlement or the settlement date, or makes a decision concerning cancellation of a purchase/sale transaction(s), I/we shall abide by such decisions.

### **Article 4. Disposition of Collateral**

In the event that I/we fail to perform any of the obligations I/we owe to your company relating to my/our when-issued transactions by the predetermined date and time, I/we acknowledge that your company may, for my/our own account, dispose of securities pledged as collateral with your company without any notice, demand, and legal procedures. In this case the disposition, including the method, time, place, price and other terms shall be determined at the discretion of your company, and the proceeds from the disposition shall be appropriated for the satisfaction of my/our obligations. If there are still outstanding obligations after the abovementioned satisfaction, I/we shall satisfy such remaining obligations immediately.

### **Article 5. Disposal of Possessed Properties**

In the event that I/we fail to perform any of the obligations I/we owe to your company relating to my/our when-issued transactions, your company may dispose of my/our movable assets and securities which your company possesses in relation to securities trading or which are registered in an account based on the Act on Transfer of Corporate Bonds, Stocks, etc. (Act No. 75 of 2001). In this regard, I/we agree that the preceding article shall apply mutatis mutandis to any and all procedures.

**Article 6. Appropriation Order for Satisfaction, etc.**

In the event that satisfactions or setoffs of obligations are insufficient to discharge all of my/our obligations, your company may appropriate such satisfactions or setoffs according to the priority that your company deems appropriate.

**Article 7. Calculation Period for Amount of Damage and Others in Case of Setoff**

In the event your company carries out a setoff, the period of calculating amount of damages and other amounts payable by me/us relating to my/our when-issued transactions shall be set up until the day on which such a setoff is carried out.

**Article 8. Payment of Delinquency Charges**

In the event that I/we fail to perform any of the obligations I/we owe to your company in relation to my/our when-issued transactions, I/we shall agree that I/we shall, upon your company's request, pay for the delinquency charges calculated at the rate determined by the Exchange for the period from the day immediately following the due date to the day of actual performance.

**Article 9. Exercise of Rights concerning Customer Margin and Securities in lieu of Money**

I/We agree that your company may, at the discretion of your company, lend the money and securities in lieu of money, which I/we have deposited with your company in relation to my/our when-issued transactions, to a third party, pledge them as collateral, make use of them for other customers' when-issued transactions, or exercise any rights pertaining to such securities.

**Article 10. Return of Same Type and Quantity of Securities**

Your company may return securities referred to in the preceding article in the same issue and quantity.

**Article 11. Prohibition on Assignment of Receivables**

I/we shall not assign any of my/our receivables against your company to any third party.

**Article 12. Interest on Margin or Other Consideration**

No interest or consideration shall accrue on the money or securities which I/we have deposited with your company as customer margin in relation to my/our when-issued transactions.

**Article 13. Notice of Changes in Reported Matters**

I/we shall immediately give notice to your company in writing whenever any changes in

my/our name, trade name, home address, office address, or any other matters occur.

**Article 14. Effect of Notice**

In the event that any notice relating to my/our when-issued transactions sent by your company, addressing to my/our registered address or office location, is delayed or does not arrive due to reasons attributable to me/us such as address change or absence, such notice shall be deemed to have arrived at the time when it should have arrived normally.

**Article 15. Agreed Jurisdiction**

With respect to any legal action arising in relation to my/our when-issued transactions with your company, your company may designate a court with jurisdiction over such legal action from among courts with jurisdiction over the territory where the head office or any branch of your company is located.

**Article 16. Securities**

In this agreement, securities are securities as defined by Article 2, Paragraph 1 of the Financial Instruments and Exchange Act (Act No. 25 of 1948) and rights to be deemed to be such securities pursuant to the provisions of Paragraph 2 of the same article.