

Enforcement Rules for Market Management

Agricultural Products Market II (Corn [U.S. Corn])

Osaka Dojima Exchange, Inc.

DISCLAIMER:

This English version of the Enforcement Rules for Market Administration –Agricultural Products Market II (Corn [U.S. Corn]) (hereinafter, referred to as “Enforcement Rules” in this paragraph) has been prepared by Osaka Dojima Exchange, Inc. (the “Company”) with the sole purpose of providing information to enhance the understanding of the Company of market participants who are non-residents. Although the Company believes this English version to be accurate, it does not constitute a word-for-word translation of the Japanese original, and the Company makes no guarantees concerning its content.

Accordingly, the Company accepts no liability for any damages arising as a result of the use of this English version of the Enforcement Rules.

Furthermore, if there are any differences between the Japanese and English versions of the Enforcement Rules, the Japanese version shall prevail.

In addition, any disputes that arise in relation to words and phrases in the rules and provisions, as well as the meaning of the provisions and clauses, shall be resolved in accordance with the Japanese version, regardless of whether such disputes take place inside or outside of a court.

Enforcement Rules for Market Administration
Agricultural Products Market II (Corn [U.S. Corn])

Osaka Dojima Exchange, Inc. (hereinafter referred to as the “Company”) shall conduct market administration in accordance with the provisions of these Enforcement Rules in order to ensure fair trading on the Agricultural Products Market (Corn [U.S. Corn]) established by the Company. Notwithstanding the foregoing, the Company may, if it deems necessary in light of the conditions of the Commodity Market, take necessary measures on a case-by-case basis.

I. Position Limits

1. Maximum Number of Contracts, etc.

(1) The position limits for a Customer (excluding Commercial Traders approved under Paragraph (11)) shall be as follows for each of sell positions and buy positions:

First Contract Month		2 nd Contract Month	3 rd Contract Month	4 th Contract Month	5 th Contract Month	6 th Contract Month
Final Settlement Month	Up to the Month Prior to the Final Settlement Month					
400	800	1,500	3,000	3,000	3,000	3,000

(2) The position limits for a Trading Participant (excluding Trading Participants approved under Paragraph (11), as well as Remote Marketplace Participants and Remote Broker Trading Participants) shall be as follows for each of sell positions and buy positions, including Customer positions executed through other Trading Participants:

First Contract Month		2 nd Contract Month	3 rd Contract Month	4 th Contract Month	5 th Contract Month	6 th Contract Month
Final Settlement Month	Up to the Month Prior to the Final Settlement Month					
400	800	1,500	3,000	3,000	3,000	3,000

(3) Where a Customer or a Trading Participant exceeds the position limits set forth in (1) or (2) by establishing positions for commercial purposes (limited to hedging of spot transactions and arbitrage between spot and futures transactions; the same shall apply hereinafter), the Customer or Trading Participant must obtain prior approval from the Company pursuant to Paragraph (11).

(4) A Broker Participant shall ensure that its Customer is informed in advance of the relevant rules and shall provide guidance so that the number of positions held by the Customer is gradually reduced to within the limits prescribed in (1).

(5) Where the number of positions held by a Customer exceeds the limits prescribed in (1) due to

the carryover of existing positions, the Customer shall not establish any new positions for any Contract Month until such number falls below the prescribed limits.

(6) The provisions of (5) shall apply mutatis mutandis to positions held by a Trading Participant.

(7) The limit for proprietary positions of a Broker Participant shall be the greater of the quantity prescribed in (2) or a quantity equivalent to 10% of the total open interest for the relevant Contract Month.

(8) If the Company deems it necessary, it may, notwithstanding the provisions of (2) or (7), restrict proprietary positions of a Trading Participant or require the disposition of such positions.

(9) Notwithstanding the provisions of (2) or (7), a Trading Participant or a Broker Participant may, on the Final Settlement Day of the Current Contract Month, place new sell orders where there is a risk that the Final Settlement Price will become abnormally high, or place new buy orders where there is a risk that the Final Settlement Price will become abnormally low.

(10) With respect to the disposition of positions held by a Customer or a Trading Participant that exceed other prescribed limits, the Company shall, where it deems necessary, give instructions pursuant to Article 34, Paragraph (3) of the Market Rules.

(11) The approval of commercial positions in cases where positions exceed the limits prescribed in (1) or (2) shall be governed by separately prescribed procedures.

2. Position Limits for Intermediaries

(1) The position limits for an Intermediary shall be the number of positions set forth in 1.(1).

(2) Where an Intermediary has submitted in advance a written undertaking separately prescribed by the Company, the position limits shall be, for each of the Intermediary's proprietary positions and the positions of a single Customer of the Intermediary, the number of positions set forth in 1.(1), respectively.

(3) A Broker Participant shall ensure that the Intermediary is informed in advance of the relevant rules and shall provide guidance so that the positions held by the Intermediary are gradually reduced to within the position limits prescribed in (1) or (2).

(4) An Intermediary shall ensure that its Customer is informed in advance of the relevant rules and shall provide guidance so that the positions held by such Customer are gradually reduced to within the position limits prescribed in (1) or (2).

(5) Where the positions of an Intermediary or its Customer exceed the position limits prescribed in (1) or (2) due to the carryover of existing positions, no new positions shall be permitted for any Contract Month thereafter.

(6) Pursuant to the provisions of Article 34, Paragraph (4) of the Market Rules, where the positions of an Intermediary or its Customer (or, where entrusted to two or more Broker Participants, the aggregate thereof) exceed the position limits prescribed in (1) or (2), the Company shall notify the relevant Broker Participant and shall instruct the relevant Intermediary to dispose of the positions exceeding such limits.

(7) Where, pursuant to the provisions of Article 35, Paragraph (4) of the Market Rules, a position report is required to be submitted, and the Intermediary fails to submit such report or the Company deems that the report contains false information, the Company may require the Broker Participant entrusted by such Intermediary to restrict all or part of transactions with such Intermediary.

(8) The disposition of positions exceeding other prescribed position limits shall be instructed by the Company where it deems necessary.

3. Position Limits for Foreign Commodity Futures Brokers

(1) Notwithstanding the provisions on position limits set forth in 1.(1), the position limits for a person who, in a foreign Commodity Market, has obtained a license or similar authorization (including registration or other administrative disposition equivalent to such license) under foreign laws and regulations corresponding to Article 190, Paragraph (1) of the Act to accept entrusted transactions, or a foreign entity equivalent thereto (limited to omnibus accounts; hereinafter referred to as a "Foreign Commodity Futures Broker"), shall be as follows for each of sell positions and buy positions; provided, however, that the position limits of end Customers shall be limited to the position limit quantity applicable to a single domestic Customer.

First Contract Month		2 nd Contract Month	3 rd Contract Month	4 th Contract Month	5 th Contract Month	6 th Contract Month
Final Settlement Month	Up to the Month Prior to the Final Settlement Month					
400	800	1,500	3,000	9,000	9,000	9,000

(2) Where a Foreign Commodity Futures Broker, through a Broker Participant, has submitted in advance a written undertaking separately prescribed by the Company, the position limit for a single end Customer who entrusts intermediation of transactions to such Foreign Commodity Futures Broker shall, as a special measure, be the number of positions set forth in 1.(1).

(3) A Broker Participant shall ensure that any Foreign Commodity Futures Broker with which it has a brokerage relationship is informed in advance of the relevant rules and shall provide guidance so that the positions of such Foreign Commodity Futures Broker remain within the limits prescribed in (1) or (2).

(4) Where the positions of a Foreign Commodity Futures Broker exceed the position limits prescribed in (1) or (2) due to the carryover of existing positions, no new positions shall be permitted for any Contract Month thereafter; provided, however, that this shall not apply where the requirements for prior application separately prescribed are satisfied and the Company deems that there is no particular impediment to market administration.

(5) Where a Foreign Commodity Futures Broker fails to submit a position report as prescribed in 5.(2)(c), or the Company deems that such report contains false information, the Company may

require the Broker Participant entrusted by such Foreign Commodity Futures Broker to restrict all or part of transactions with such Foreign Commodity Futures Broker, or may terminate the special measure set forth in (2).

(6) The disposition of positions exceeding the position limits shall be instructed by the Company where it deems necessary.

4. Position Limits for Remote Marketplace Participants and Remote Broker Trading Participants

(1) The position limits for a Remote Marketplace Participant and a Remote Broker Trading Participant shall, for each of sell positions and buy positions, be the positions prescribed in the main clause of 3.(1); provided, however, that the position limits applicable to positions held for persons who entrust transactions to a Remote Broker Trading Participant (limited to non-residents; hereinafter referred to as "Overseas Customers") shall be limited to the position limit quantity applicable to a single domestic Customer.

(2) Where a Remote Broker Trading Participant has submitted in advance a written undertaking separately prescribed by the Company, the position limit for a single Overseas Customer shall, as a special measure, be the number of positions set forth in 1.(1).

(3) A Remote Broker Trading Participant shall ensure that Overseas Customers are informed in advance of the relevant rules and shall provide guidance so that the positions of such Overseas Customers are gradually reduced to within the position limits prescribed in (1) or (2).

(4) Where the positions of a Remote Marketplace Participant, a Remote Broker Trading Participant, or an Overseas Customer exceed the position limits prescribed in (1) or (2) due to the carryover of existing positions, no new positions shall be permitted for any Contract Month thereafter.

(5) A Remote Marketplace Participant and a Remote Broker Trading Participant may, on the Final Settlement Day of the current Contract Month, place new sell orders where there is a risk that the Final Settlement Price will become abnormally high, or place new buy orders where there is a risk that the Final Settlement Price will become abnormally low.

(6) The disposition of positions exceeding the position limits shall be instructed by the Company where it deems necessary.

5. Position Reports

(1) Where the number of positions at the end of the daytime session in a single Clearing Period falls under any of the quantities set forth in the following items, a Trading Participant shall report the details thereof in accordance with the provisions prescribed by the Company on the business day following the business day to which such Clearing Period belongs, or each time where the Company deems it particularly necessary:

(a) Customer positions

Where the number of sell or buy positions per Contract Month for a single Customer exceeds 50 contracts

(b) Proprietary positions of a Trading Participant

Where the number of sell or buy proprietary positions (including positions entrusted by the relevant Trading Participant to other Broker Participants) exceeds 50 contracts per Contract Month, or where the aggregate number of positions for all products and all Contract Months in the Agricultural Products Market exceeds 1,200 contracts

(2) Position reports for Foreign Commodity Futures Brokers

(a) Where the positions of a Foreign Commodity Futures Broker exceed the position limits prescribed in 3.(1) or (2) due to the carryover of existing positions, a Broker Participant shall report, without delay, the positions for the relevant Contract Month.

(b) Where the Company deems it particularly necessary, it may require reporting of positions by end Customer name within omnibus accounts.

(c) A Broker Participant shall obtain from the relevant Foreign Commodity Futures Broker and report, in accordance with the provisions prescribed by the Company, the position status by end Customer name as of dates specified by the Company for Foreign Commodity Futures Brokers subject to the special measure set forth in 3.(2).

(3) Position reports for Intermediaries

(a) An Intermediary that has made a notification under 2.(2) shall report directly to the Company the positions by Customer of such Intermediary as of the date specified by the Company.

(b) In addition to the case prescribed in (a), where the Company deems it particularly necessary, it may require an Intermediary to report positions by Customer of such Intermediary.

(4) Position reports for Remote Broker Trading Participants

(a) A Remote Broker Trading Participant that has made a notification under 4.(2) shall report directly to the Company the positions by Overseas Customer as of the date specified by the Company.

(b) In addition to the case prescribed in (a), where the Company deems it particularly necessary, it may require a Remote Broker Trading Participant to report positions by Overseas Customer.

II. Price Limits

1. The limit price range amount prescribed in Article 33, Paragraphs (2) and (3) of the Market Rules (hereinafter referred to as the "Limit Price Range Amount") shall be JPY 1,000.

2. Expansion and Reduction of the Limit Price Range Amount

(1) Contract Months to which the limit price prescribed in Article 33, Paragraph (2) of the Market Rules applies

(a) Where there is one or more Contract Months (excluding the current Contract Month) in which the Settlement Price has reached the limit price, the Limit Price Range Amount for all Contract Months on the following business day (excluding the current Contract Month where (2) applies; the same shall apply in this item) shall be the amount obtained by adding 50% of the Limit Price Range Amount set forth in 1.; such Limit Price Range Amount shall continue to apply so long as

there is at least one Contract Month in which the Settlement Price has reached the limit price; provided, however, that where there is any Contract Month for which 15% of the Settlement Price is less than such Limit Price Range Amount, such Limit Price Range Amount shall not apply to any Contract Month so long as such condition exists.

(b) Where the Limit Price Range Amount set forth in the main clause of (a) is applied and the Settlement Prices for all Contract Months (excluding the current Contract Month) have not reached the limit price, the Limit Price Range Amount set forth in 1. shall be applied from the following business day onward.

(2) Contract Months to which the limit price prescribed in Article 33, Paragraph (3) of the Market Rules applies

(a) Where the Settlement Price of the current Contract Month reaches the limit price, the Limit Price Range Amount for the current Contract Month on the following business day shall be the amount obtained by adding 50% of the normal Limit Price Range Amount, and such Limit Price Range Amount shall continue to apply so long as the Settlement Price of the current Contract Month continues to reach the limit price; provided, however, that this shall not apply where 30% of the Settlement Price of the current Contract Month is less than such Limit Price Range Amount.

(b) Where the Limit Price Range Amount set forth in the main clause of (a) is applied and the Settlement Price of the current Contract Month has not reached the limit price, the normal Limit Price Range Amount shall be applied from the following business day onward.

(c) Where, on the business day preceding the day prescribed in Article 33, Paragraph (3) of the Market Rules, there is one or more Contract Months that have reached the limit price, the Limit Price Range Amount prescribed in (a) shall be applied from the following business day onward.

(3) Where 1. is applied and there is any Contract Month for which 15% of the Settlement Price on the previous business day is less than the normal Limit Price Range Amount, 15% of the Settlement Price on the previous business day shall be applied as the Limit Price Range Amount for such Contract Month.

(4) With respect to the current Contract Month on or after the day prescribed in Article 33, Paragraph (3) of the Market Rules, where 1. is applied and 30% of the Settlement Price on the previous business day is less than the normal Limit Price Range Amount, 30% of the Settlement Price on the previous business day shall be applied as the Limit Price Range Amount for that day.

(5) Notwithstanding the preceding items, where there is a significant divergence from prices in overseas markets and the Company deems it necessary, the Company may change the Limit Price Range Amount on each such occasion.

3. Where Article 33, Paragraph (5) of the Market Rules is applied with respect to the base price for calculating the limit price and the Limit Price Range Amount for the relevant Contract Month at the commencement of trading of a New Contract Month, the Company shall determine such matters in consideration of prevailing market prices and price formation trends in other markets.

III. Delivery

1. In principle, in delivery by the Company, the same Trading Participant, the same Customer (including Intermediaries under I.2.(1) and Foreign Commodity Futures Brokers under I.3.(1)), the same Customer of an Intermediary, or the same end Customer shall be prohibited from making delivery and receipt simultaneously.
2. Where a Broker Participant conducts delivery for Intermediaries under I.2.(1) or (2) or Foreign Commodity Futures Brokers under I.3.(1) or (2), it shall obtain reports of quantities and other details by Customer of the Intermediary and by end Customer who will be the actual parties to the delivery.
3. A Broker Participant shall, with respect to delivery for Intermediaries under I.2.(1) or (2) and Foreign Commodity Futures Brokers under I.3.(1) or (2), promptly after Final Settlement (or, in the case of early delivery, at the time of application or at the time of acceptance), file with the Company the details of such reports regarding quantities and other matters by itself and by Customer of the Intermediary or by end Customer.

IV. Measures for Ensuring Proper Market Administration

1. Where excessive speculation causes disruption in the market, sanctions shall be imposed, as appropriate to the circumstances, on the Broker Participant that accepted the transactions causing such disruption or on the Trading Participant that conducted such transactions.
2. With respect to position limits, even where there is no formal violation by a Customer, if there is a substantive violation—such as a violation arising from the aggregation of multiple accounts deemed to belong to the same person—the Company shall take strict measures where it deems necessary for market administration.
3. In addition to 1. and 2. above, the Company shall take strict measures, as appropriate to the circumstances, against any Trading Participant that engages in, or contributes to, acts harmful to the Company, including acts that undermine the credibility of the Company's Commodity Market in connection with transactions or the acceptance of entrusted transactions therein.

V. Changes or Abolishment

These Enforcement Rules may be changed or abolished by the authority of the President and CEO; provided, however, that this does not apply if the content of the changes is minor.

Supplementary Provisions (April 1, 2021)

1. These Enforcement Rules shall come into effect on April 1, 2021.
2. Upon the enforcement of these Enforcement Rules, the Enforcement Rules for Market Administration for the Agricultural Products Market II (Corn) in effect prior to the enforcement date (hereinafter referred to as the "Former Rules") shall be abolished.
3. Any matters taken pursuant to the Former Rules shall be deemed to have been taken pursuant to the

corresponding provisions of these Enforcement Rules as of the enforcement date.

Supplementary Provisions (May 18, 2021)

The amendments to these Enforcement Rules resolved at the meeting of the Board of Directors held on May 18, 2021, shall come into effect on the same date.

Supplementary Provisions (August 27, 2021)

These Enforcement Rules shall come into effect on August 27, 2021.

Supplementary Provisions (March 10, 2023)

These Enforcement Rules shall come into effect on March 10, 2023.

Supplementary Provisions (August 6, 2024)

The amendments to these Enforcement Rules shall come into effect on August 13, 2024.