

Dispatch Staff Employment Regulations

Chapter 1 General

Article 1 (Purpose)

1. These regulations set out matters concerning working conditions and employment for fixed-term dispatch staff (hereinafter referred to as “Fixed-term Staff”) and staff whose employment status was converted from fixed-term employment to indefinite-term employment pursuant to the provisions of Article 63 (hereinafter referred to as “Indefinite-term Staff”) (Fixed-term Staff and Indefinite-term Staff are hereinafter collectively referred to as “Staff”) at Robert Walters Japan K.K. (hereinafter referred to as the “Company”).
2. Matters not set forth in these regulations shall be governed by the provisions of the Labour Standards Act and other related laws and regulations.

Article 2 (Obligation to observe regulations)

The Company and Staff shall comply with these regulations and sincerely perform their respective duties.

Chapter 2 Personnel Affairs

Article 3 (Dispatch and employment contract)

1. Each time an individual worker dispatch contract is concluded with the Company’s client (hereinafter referred to as “Client”), the Company shall select and hire Fixed-term Staff, or assign Indefinite-term Staff, from among candidates registered to its Staff candidate directory. However, any candidates under eighteen (18) full years of age shall not be hired.
2. In each hiring or assignment of the preceding paragraph, the Company shall clearly specify the working conditions and location of work of the Client, and execute an employment contract individually with Staff. In the event that Staff rejects the details specified, Staff shall not be hired or assigned.

Article 4 (Employment period)

1. Employment periods for Fixed-term Staff shall be no greater than one (1) year as a general rule, and shall be in accordance with the provisions of each employment contract.
2. Employment shall be terminated in accordance with the expiration of the employment period. Provided, however, that if Staff is not a Japanese national and his/her permitted period of stay in Japan (“Permitted Period of Stay”) expires prior to the expiration of the employment period, the employment contract shall terminate upon the expiration of the Permitted Period of Stay.

Employment contracts shall not be renewed automatically and shall be renewed only if Fixed-term Staff and the Company execute a written agreement in the form of a new employment contract.

3. With the exception of unavoidable circumstances, Staff shall work in good faith up to the expiration of individual employment contracts.

Article 5 (Probationary period)

1. Persons newly hired as Fixed-term Staff shall have a probationary period (meaning a period in which Staff is hired on a trial basis until being formally hired) of fourteen (14) days starting from the date of hiring. However, the Company may extend the probationary period up to three (3) months when it deems necessary.
2. During the probationary period, if Fixed-term Staff is judged inadequate in the performance of its duties or incompetent, the Company may terminate their employment contract.

Article 6 (Location of work)

Staff shall work at the location of work prescribed in their individual employment contracts. However, the location of work may be changed due to operational or other reasons. While the Company will not order a transfer to Staff as a general rule, the Company may order a transfer to Indefinite-term Staff in inevitable cases.

Article 7 (Start and finish times, rest periods)

As a general rule, working hours of Staff shall be no longer than eight (8) hours per day and forty (40) hours per week, and rest periods shall be no longer than one (1) hour per day and shall be set forth in respective individual employment contract together with start and finish time taking Client's circumstances into consideration.

Article 8 (Irregular working hours system)

Notwithstanding the preceding article, an irregular working hours system in monthly units or units of a set period no longer than one (1) year may be applied. In such case, necessary items including the starting date for calculation, working hours during designated weeks or days and start and finish times shall be provided for in a labour-management (*roshi kyotei*) agreement or elsewhere, and shall be specified in individual employment contracts.

Article 9 (Flexible working hours system)

1. Depending on operational necessity, the Company may conclude a labour-management agreement (*roshi kyotei*) concerning a "Flexible working hours system," in which start and finish times are left to the discretion of Staff.

2. In the event that a “Flexible working hours system” is adopted, matters stipulated by law such as the scope of Staff affected, settlement period, total working hours during the settlement period, core hours and other matters set forth in a labour-management agreement (*roshi kyotei*) shall be observed.

Article 10 (Discretionary labour system)

If a labour-management agreement (*roshi kyotei*) concerning a discretionary labour system is concluded, persons prescribed in the labour-management agreement (*roshi kyotei*) as eligible shall be deemed to have worked the number of hours set forth in the labour-management agreement (*roshi kyotei*).

Article 11 (Work outside of the initial location of work)

Staff shall be deemed to have worked the scheduled working hours set forth in respective individual employment contract if Staff works outside of the location of the work due to business trip or any other reason and calculation of working hours is difficult. Provided, however, that this shall not apply if the Company designates otherwise.

Article 12 (Reporting working hours, etc.)

1. Staff shall, at the location of work designated by the Company, perform duties in accordance with the instructions of their supervisor at the Client (hereinafter referred to as the “Client Supervisor”), and shall not refuse such instructions without a valid reason.
2. Staff shall record their working hours according to the designated method, and shall obtain confirmation from the Client Supervisor and submit the form to the Company by the designated deadline.

Article 13 (Holidays)

1. The Company shall grant Staff at least one (1) holiday per week or four (4) holidays every four weeks. For the application of this section, a week starts on Saturday.
2. The day designated by Client to be a non-working day, such as year-end and New Year holiday, summer holiday and other non-working day, as well as a day designated by the Company one (1) month beforehand, shall be a holiday.
3. When a holiday is transferred due to operational reasons, the designated day shall become a holiday, and the original holiday shall be a normal working day.
4. When Staff works on a holiday, Company may give substitute holiday. Staff shall be granted substitute holiday within a period of one (1) week following the next date of such date upon approval of Client Supervisor and contact person at the Company (hereinafter referred to as “Company’s Contact”). Provided, however, in case of the Company order Staff to take substitute

holiday, Staff shall try not to impede Client's business and take the substitute holiday by the informed date.

Article 14 (Overtime and work on holidays)

1. The Company may have Staff work outside scheduled working hours or on holidays, due to operational reasons of the Company or the Client.
2. When overtime and work on holidays described in the preceding paragraph is ordered, and the times concerned exceed statutory working hours or extend to statutory holidays, such work shall be carried out within the scope of an "Agreement on Overtime and Work on Holidays" concluded with a representative of workers and submitted to the Director of the Labour Standards Inspection Office.
3. Overtime work and work on holidays shall be directed by the Client Supervisor, and Staff shall report the circumstances of the work to the Company in accordance with designated procedures.

Article 15 (Use of rest periods)

Staff may freely use the rest periods prescribed in their individual employment contracts.

Article 16 (Procedures for absence from work and late arrivals)

1. In the event of an absence from work, late arrival, early departure or outing during working hours, Staff shall follow the designated procedures and notify the Client Supervisor and the Company's Contact in advance. However, in the event that Staff has no time to provide advance notification due to unavoidable reasons, Staff shall promptly notify Client by telephone or other means.
2. If Staff's absence from work due to injury or illness continues for three (3) days or more, Staff shall submit a doctor's certificate upon the Company's request. If Staff's absence from work due to injury or illness continues further and the Company deems necessary, Staff must submit an additional doctor's certificate.

Article 17 (Annual paid holiday)

1. Persons employed continuously for over six (6) months who have reported for work on eighty percent (80%) or more of scheduled working days, or persons who have been employed continuously over respective periods of one (1) year in length thereafter and have reported for work on eighty percent (80%) or more of scheduled working days shall be entitled to annual paid holiday in accordance with each classification for years of service and number of scheduled working days per week, as follows:

6 months			Continuous working years					
			1.5 years	2.5 years	3.5 years	4.5 years	5.5 years	6.5 years or longer
Number of working days in 6 months	Number of days granted as leave with pay	Annual number of working days						
86 days or more	10	172 days or more	11	12	14	16	18	20
Between 67 and 85 days	7	Between 134 and 171 days	8	9	10	12	13	15
Between 48 and 66 days	5	Between 96 and 133 days	6	6	8	9	10	11
Between 29 and 47 days	3	Between 58 and 95 days	4	4	5	6	6	7
Between 19 and 28 days	1	Between 38 and 57 days	2	2	2	3	3	3

2. In calculating the attendance rate described in the preceding paragraph, the following periods shall be considered to have been worked by Staff:
 - 1) Periods of leave due to occupational injury or illness;
 - 2) Periods in which annual paid holiday is taken;
 - 3) Periods in which leave before and after childbirth is taken;
 - 4) The periods provided for in law within the time taken for child and family care leave.
3. Wages paid for days on which annual paid holiday is taken shall be the normal wages paid when scheduled working hours are worked.
4. If Staff intends to take annual paid holiday, Staff shall notify the Company and the Client in advance. Provided, however, that the leave date may be moved to a different time of year when the Company judges that the paid holiday would impede regular business operations of the Company or the Client.
5. The number of days granted as annual paid holiday that have not been used prior to the subsequent grant day may be carried over for one (1) year only.

6. In the event that Staff did not have an employment contract with the Company for thirty (30) consecutive days after an expiry of the previous employment contract, any unused paid holidays shall be revoked.
7. The use of paid holiday shall be based on increments of half (1/2) days and full (1) days.
8. In the event that Staff who has been granted ten (10) days or more per year of annual paid holiday does not voluntarily take at least five (5) days per year of annual paid holiday, the Company may consult with the Staff and specify the days on which to take annual paid holiday until such number of days reaches five (5) days per year.

Article 18 (Medical leave)

1. Two (2) days of medical leave shall be granted on the same day as the day of grant of annual paid holiday.
2. If the only case Staff is unable to work due to its injury or illness or to provide support for the injury or illness suffered by a family member who lives with the Staff, Staff can take Medical leave
3. The number of days remaining in the medical leave shall be revoked on the day before the day on which the medical leave for the subsequent year has been granted.
4. The wage to be paid on the day of taking the medical leave shall be of the same amount as the wage which is normally paid when Staff works for the scheduled working hours.
5. If Staff intends to take medical leave, Staff shall notify the Company and the Client in advance.
6. The use of medical leave shall be based on increments of half (1/2) days and full (1) days.
7. Staff who has already been granted annual paid leave as of April 1, 2020 shall be granted two (2) days of medical leave on April 1, 2020, notwithstanding Paragraph 1 of this Article, and shall likewise be granted two (2) days on April 1 every year thereafter.
8. Staff whose scheduled working hours do not amount to twenty (20) hours per week and who has not enrolled in the social insurance scheme shall not be granted medical leave, notwithstanding Paragraph 1 of this Article.

Article 19 (Condolence leave)

1. One (1) day of Condolence leave shall be granted on the same day as the day of grant of annual paid holiday.
2. In the event of death of a family member who is a first-degree relative or a second-degree relative of Staff, Staff can take condolence leave. Provided, however, in principle, such condolence leave shall be taken uninterruptedly following the day of occurrence of the said death.
3. The number of days remaining in the condolence leave shall be revoked on the day before the day on which the condolence leave for the subsequent year has been granted.
4. The wage to be paid on the day of taking the condolence leave shall be in the same amount as the wage which is normally paid when Staff works for the scheduled working hours.
5. If Staff intends to take condolence leave, Staff shall notify the Company and the Client in advance.
6. The use of condolence leave shall be based on increments of half (1/2) days and full (1) days.
7. Staff who has already been granted annual paid leave as of April 1, 2020 shall be granted one (1)

day of condolence leave on April 1, 2020, notwithstanding Paragraph 1 of this Article, and shall likewise be granted one (1) day on April 1 every year thereafter.

8. Staff whose scheduled working hours do not amount to twenty (20) hours per week and who has not enrolled in the social insurance scheme shall not be granted condolence leave, notwithstanding Paragraph 1 of this Article.

Article 20 (Leave for exercising public rights)

1. If Staff intends to request the time necessary to exercise their rights to participate in elections or other public affairs or execute public duties during working hours, Staff shall communicate this to the Client Supervisor and the Company's Contact in advance. While necessary time shall be granted in accordance with such requests, wages shall not be paid for such time.
2. In the event of a request described in the preceding paragraph, the Company may change the time requested to the extent that it does not impede Staff's exercise of such rights.

Article 21 (*Saibanin* ad-hoc leave)

1. If Staff applies for leave for the following purposes (the "Public Duties") collectively in writing with submission of a notice (*yobidashijo*) issued by a relevant court one (1) month prior to the reporting date to the court, the Company shall grant *Saibanin* ad-hoc leave:
 - 1) To report to the court for *saibanin* selection procedures; and
 - 2) To participate during court trial as *saibanin* or substitute *saibanin* (*hojusaibanin*) (*saibanin* or substitute *saibanin* (*hojusaibanin*) shall be hereinafter collectively referred to as "Citizen Judge").
2. Staff shall be paid one half (1/2) of the ordinary wages during the *Saibanin* ad-hoc leave for the maximum length of five (5) days and shall not be paid wages after such maximum period.
3. Staff shall inform the Company's Contact and report whether or not he/she has been appointed as Citizen Judge on the same date on which decision of appointment or non-appointment is made with submission of a certificate of appearance issued by the court. If Staff is not appointed as Citizen Judge, the *Saibanin* ad-hoc leave which has been planned for the duration on and from the next day shall be cancelled and Staff shall be required to report to work on and after the following day.
4. Staff shall submit a certificate issued by the court to the Company's Contact if Staff is appointed as Citizen Judge and is required to perform its duties as Citizen Judge.
5. Staff is obligated to report to the Company when Staff does not perform the Public Duties. If Staff fails to report to the Company when not performing the Public Duties, it shall be treated as unauthorized absence.
6. *Saibanin* ad-hoc leave shall be granted only within duration of the employment period for the applicable Staff. Upon termination of the employment contract with Staff for any reason, *Saibanin* ad-hoc leave beyond the termination date shall be revoked and the Company shall not be obligated to pay the wages for the period revoked.

Chapter 3 Child Care, Family Care and Others

Article 22 (Maternity protection)

Leave and working hours associated with pregnancy or childbirth for female Employees shall be handled in accordance with “Regulation on Maternity Protection for Dispatch Staff (*boseihogo kitei*)”

Article 23 (Menstrual leave)

When a female Staff for whom work during menstrual periods would be especially difficult has requested leave to Client Supervisor and Company’s Contact, the leave shall be granted. Provided, however, that wages shall not be paid for the menstrual leave.

Article 24 (Child care leave)

1. If Employee who falls into subject party under “Regulation on Child Care and Nursing Care Leave for Dispatch Staff (*ikuji/kaigokyugykitei*)” applies, such Employee may take leave for child care or nursing care or make use of shortened work time programs, etc., in accordance with such regulations.
2. “Regulation on Child Care and Nursing Care Leave for Dispatch Staff (*ikuji/kaigokyugykitei*)” shall apply to handling of salaries and other matters in such case.

Chapter 4 Employment Rules

Article 25 (Basic rules)

Staff shall comply with these regulations and orders from both the Company and the Client, fulfill its own duties in a precise and prompt manner, and at all times seek efficiency in its duties and work towards the improvement of operations.

Article 26 (Employment rules)

1. Staff shall comply with the following rules and prohibition:
 - 1) Staff shall take care of their health at all times, and work in a cheerful manner;
 - 2) Staff shall fully observe the Company’s employment regulations, comply with orders from Client, fulfill his/her duties in a prompt and precise manner and be active in improving the workplace environment;
 - 3) With respect to arrival at and departure from work, late arrival at or early departure from work, Staff shall record them accurately by himself/herself, using the designated time-sheet and obtain approval of Client Supervisor without delay;

- 4) Staff shall be prepared to start work immediately at the start time, and maintain a work attitude until the finish time;
 - 5) Staff shall not leave the workplace without a proper reason during working hours, and avoid conduct not connected to work such as whispering or meetings and phone calls for private purposes;
 - 6) Staff shall not be absent from work, arrive late or leave early without authorization, with or without cause;
 - 7) Staff shall wear attire and maintain hair and makeup appropriate to perform his/her duties while working, and avoid actions that cause unpleasantness or discomfort;
 - 8) Staff shall maintain a professional bearing at all times during work, and do not act in a way that damages the reputation of, or causes a loss of credibility on the part of the Company or Client;
 - 9) Staff shall not enter areas designated by Client as off limits, or allow a third party to enter the workplace;
 - 10) Staff shall not bring personal items, storage devices, recording devices or any items other than his/her regular belongings into the workplace of Client without approval;
 - 11) Staff shall not use any equipment, fixtures and furnishings, machinery and tools or other items of the Company or Client for purposes unrelated to work without approval;
 - 12) Staff shall comply with procedures required by the Company or Client, make accurate reporting and notification, and shall not make falsifications when doing so;
 - 13) Staff shall take all possible measures to avoid causing arguments, fights, sexual harassment and any other trouble at Client;
 - 14) Staff shall not neglect his/her duties to perform work, shall not act beyond the authority granted, or abuse the authority, or otherwise cause inconvenience, detriment or damage to the Company or Client;
 - 15) Staff shall not use the name of the Company or Client, their occupational status for personal purposes or any other purpose unrelated to the performance of his/her duties;
 - 16) Staff shall not commit libel or slander against individuals belonging to the Company or Client, twist facts, or make or disseminate false statements;
 - 17) Staff shall strictly refrain from committing dishonest or illegal acts in the course of business;
 - 18) Staff shall not conduct activities including acts in pursuit of self-interest, political activities, religious activities or behaviour to induce such acts;
 - 19) Staff shall not engage in any other actions which are similar to or equivalent to any of the items prohibited in the above.
2. Violations of any of the rules or prohibited items described in the preceding clause shall be grounds for disciplinary measures or dismissal.

Article 27 (Confidentiality)

1. Staff shall fully recognize the confidential nature, whether tangible or intangible, of (i) various materials, documents provided or disclosed by the Company or Client, (ii) information included in (i) and (iii) other information Staff learns in the course of performance of his/her duties (hereinafter referred to as “Confidential Information”), and shall not disclose or divulge the Confidential Information to others (including related parties of the Company or Client who do not need to know such Confidential Information for business purposes) both during and after the term of an employment contract. Moreover, Staff shall be prohibited from any of the following conduct unless approval is obtained from the Company and Client.
 - 1) Usage of Confidential Information for non-business purposes;
 - 2) Duplication or removal of Confidential Information;
 - 3) Processing or alteration of Confidential Information; or
 - 4) Gathering Confidential Information beyond its granted authority.
2. The Company may require Staff to submit a letter of pledge in a form designated by the Company or Client regarding confidentiality obligations described in the preceding paragraph, and Staff shall submit the same in compliance with such Company’s request.
3. In the event that Staff violates, or recognizes the possibility of the violation of Paragraph 1 of this article, Staff shall inform the same to the Company and Client promptly.

Article 28 (Prohibiting work and eviction from premises)

1. In case of occurrence of any of the following, the Company may prohibit Staff from attending work, or evict Staff from the premises:
 - 1) If Staff disrupts order, morals, health or safety of the Company or Client, or the Company deems that there is such possibility;
 - 2) If Staff carries weapons, flammables or any other dangerous items;
 - 3) If Staff fails to follow the instructions or orders of Client or the Company, or refuses to fulfil his/her duties;
 - 4) If Staff enters the premises of the Company or the Client while being suspended from work;
 - 5) If Staff enters the premises outside work hours or does not exit the premises after closing without the approval of the Client; or
 - 6) Otherwise, if the Company deems it necessary to do so.
2. Periods during which Staff is prohibited from work or evicted from the premises as prescribed in the preceding paragraph shall be unpaid.

Article 29 (Rules for Usage of Equipment, Facilities, etc.)

1. Staff shall handle equipment, devices and facilities at Client with care and inform the Company without delay in case of occurrence of any troubles, etc.
2. Staff shall comply with the following when using personal computers or mobile communication equipment of Client (hereinafter referred to as “PCs”):

- (1) Staff shall not use PCs, email or internet for private or a third party;
 - (2) Staff shall not record information irrelevant to work in PCs;
 - (3) Staff shall protect and manage ID and password, etc., in strict security;
 - (4) Staff shall inform Client immediately if the Staff, during usage of PCs, becomes aware of malfunction, modification of system, unauthorized use or infection by viruses, etc., or possibilities thereof;
 - (5) Staff shall not send emails containing Confidential Information defined under Article 27 to a party other than those who needs the same for the purpose of operation of the Client's business and the Staff shall exert extreme caution and follow the rules of the Client.
 - (6) Staff shall not alter environment for file download, installation, connections, etc., of peripheral device without permission.
3. The Staff shall not use telephone, fax, copy machines, stationary or other consumable supplies and materials of Client for the purpose other than operation of the Client's business.
 4. The Staff shall store documents containing Confidential Information defined under Article 27 in secure locations and follow the instruction at Client. Staff shall also follow the instruction at Client regarding what to do for unnecessary documents.

Article 30 (Return of borrowed items and settlement of debt)

When losing their position as Staff for reasons including the expiration or termination of his/her employment contract, Staff shall promptly return any items borrowed from Client or the Company. In addition, any debts owed to the Company must be promptly settled in full.

Article 31 (Leave of absence allowance)

In the event that Staff is made to take a leave of absence for reasons attributable to the Company, notwithstanding Paragraph 2 of Article 536 of the Civil Code (*minpo*), Staff shall be paid sixty percent (60%) of his/her average wage as a leave allowance for each day he/she is put on leave. However, for periods of leave due to the occurrence or its possibility of natural disaster, riots, paralyzed transportation systems or any other reasons not attributable to the Company, a leave allowance shall not be paid.

Article 32 (Types and severity of penalties)

Penalties shall be imposed taking the circumstances into consideration and are classified as follows:

- 1) Reformatory Lecture: Staff shall be admonished for their actions in writing and given a caution for the future.
- 2) Reduction in pay: A reduction in pay for each incident shall be up to one half (1/2) of the average wage (Article 12 of the Labour Standards Act). Provided, however, that the total amount of reduction in a relevant month shall not exceed one tenth (1/10) of total wages for the relevant wage calculation period.

- 3) Suspension from work: Staff shall be suspended from work for a period of up to ten (10) days, during which period wages shall not be paid.
- 4) Punitive dismissal: Staff shall be dismissed immediately without a notice period. If authorization is obtained from the director of the relevant Labour Standards Inspection Office (*rodokijun kantokusho*), no allowance in lieu of notice of dismissal shall be paid. Provided, however, that depending upon circumstances, the Company may persuade and allow Staff to submit a letter of resignation. (Resignation under instruction (*yushi kaiko*): Staff shall be subject to punitive dismissal in case of failure to submit a letter of resignation by the due date designated by the Company.)

Article 33 (Reformatory lecture, reductions in pay and suspensions)

1. In case of any of the following, Staff shall be subject to a reduction in pay or suspension from work. Provided, however, that the Company may give a reformatory lecture instead depending upon circumstances.
 - 1) If Staff has violated work rule or any other internal regulation and the Company deems such violation minor;
 - 2) If Staff has, through his/her negligence, caused minor damage or interference, etc. to the business of the Company or Client;
 - 3) If Staff arrives late or takes an unauthorized absence without a valid reason; or
 - 4) Any other case which is similar to or equivalent to any of the above.
2. Time during suspension from work shall be unpaid.

Article 34 (Punitive dismissal and resignation under instruction (*yushi kaiko*))

In case of any of the following, Staff shall be subject to punitive dismissal. Provided, however, that if Staff submits a letter of resignation following the instruction of the Company, the Company may allow such Staff's resignation under instruction (*yushi kaiko*):

- 1) If Staff becomes subject to reductions in pay or suspension from work more than once, and shows no sign of repentance or improvement, or such repentance or improvement is insufficient;
- 2) If Staff violates work rule or any other internal regulation, etc., and the Company deems such violation as non-minor;
- 3) If Staff commits an action which is dangerous or harmful to the safety or health of the workplace;
- 4) Staff has been out of touch or missing for a period of fourteen (14) days;
- 5) If Staff commits an act which is in violation of any of the criminal laws or regulations;
- 6) If Staff causes inconvenience, or any non-minor loss, damage, trouble, etc. to the Company, Client, their customers or business partners or any other third parties by willful misconduct or negligence;

- 7) If Staff commits theft or conversion of money or articles of the Company or Client, breach of trust or any other dishonest acts;
- 8) If Staff is hired through falsifying its personal history, fraud or any other improper means;
- 9) If Staff commits false reporting or forgery with respect to a time sheet, settlement of expenses, etc.;
- 10) If Staff commits acts of violence, intimidation, injury, confinement, gambling, sexual harassment or power harassment within the facilities of the Company or Client or any other improper conduct within the Company or Client;
- 11) If Staff is employed by a party other than the Company or engages in business activities which is similar to that of Client without approval of the Company;
- 12) If Staff engages in political or religious activities within facilities of the Company or Client;
- 13) If Staff engages in speech or behaviour which injures the reputation of the Company or Client without valid reasons;
- 14) If Staff discloses or attempts to disclose to a third party trade secrets or personal information that has become known to Staff in the course of business;
- 15) If Staff holds an assembly, engages in collective action, distributes fliers, posts signs, etc. during work hours or within the Company's or Client's premises; or
- 16) Any other case which is similar to or equivalent to any of the above.

Article 35 (Stay home order)

The Company may treat Staff as being absent from work and order Staff to stay home if the Company deems it necessary to do so.

Article 36 (Resignation)

An employment contract between the Company and Staff shall terminate in case of occurrence of any of the following:

- 1) Death of Staff;
- 2) Expiration of an individual employment contract period of Fixed-term Staff;
- 3) An agreement to terminate the individual employment contract is reached between Staff and the Company;
- 4) Staff has been out of touch or missing for a period of fourteen (14) days;
- 5) Indefinite-term Staff reaches a mandatory retirement age (For Staff who was converted to indefinite-term employment before the age of 60, the mandatory retirement age shall arrive on the Staff's birthday; provided, however, that when Staff who reached the mandatory retirement age of 60 on its birthday makes a request and such Staff does not correspond to any grounds for resignation or dismissal, such Staff will be reemployed as Fixed-term Staff until the Staff's 65th birthday arrives. For Staff who was converted to indefinite-term employment during the period between its 60th birthday and the day before its 65th birthday, the mandatory

- retirement age shall arrive on the Staff's 65th birthday. For Staff who was converted to indefinite-term employment during the period between its 65th birthday and the day before its 70th birthday, the mandatory retirement age shall arrive on the Staff's 70th birthday.); or
- 6) When Staff's 70th birthday arrives.

Article 37 (Resignation process)

If Staff wishes to voluntarily resign, Staff shall inform the Company of the same at least thirty (30) days prior to the date on which Staff desires resignation. Incidentally, Staff exerts efforts to refrain from resigning midway during the individual employment contract unless there are inevitable reasons.

Article 38 (Dismissal)

The Company may dismiss Staff in case of occurrence of any of the following:

- 1) Staff performance is poor due to late arrivals, absence from work, violation of rules and regulations, etc.;
- 2) Staff is unable to handle its work duties due to a physical or mental disorder;
- 3) Staff's ability to carry out duties, job performance, work attitude or work efficiency is poor, and the Company judges that no improvement is expected;
- 4) Staff who has been hired on the assumption that Staff has certain ability, skills or knowledge required for a certain position lacks such ability, skills or knowledge;
- 5) Staff lacks cooperation and interferes performance of business of the Company or Client and there is no prospect of improvement;
- 6) Otherwise, breach or violation of the work rules or any internal rule, etc.;
- 7) The continuation of business operations at the Company or Client is no longer possible due to a natural disaster or other unavoidable circumstances or the Company needs to downsize due to circumstances attributable to the Company; or
- 8) Any other case which is similar to or equivalent to any of the above.

Article 39 (Limitation on advance notice of dismissal)

1. In the event that the Company dismisses Staff, the Staff shall be given thirty (30) days' prior notice, or be paid a pre-notice allowance equivalent to thirty (30) days' worth of the average wage as provided for in the Labour Standards Act. In such a case, the number of days of the pre-notice of dismissal may be shortened only by the number of days' worth of average wages that have been paid.
2. The preceding paragraph shall not apply to the following Staff:
 - 1) Staff employed on a daily basis;
 - 2) Staff employed for a set period of two (2) months or less; or
 - 3) Staff within a probationary period.

Provided, however, that this shall not apply in cases where Staff who falls under item 1) continues to be employed for over one (1) month, Staff who falls under 2) continues to be employed beyond

the designated period, or if Staff who falls under 3) continues to be employed beyond fourteen (14) days.

3. During an absence from work for the treatment of an injury or illness sustained during work and for thirty (30) days thereafter, and a female Staff during leave before and after childbirth and for thirty (30) days thereafter, Staff shall not be dismissed. Provided, however, that this shall not apply if (i) absence from work due to work-related injury or illness reaches three (3) years and compensation for termination (*uchikirihosho*) has been paid (including the case where it is deemed that compensation for termination has been paid) or (ii) continuance of business becomes impossible due to Acts of God or other compelling reason and approval by the chief of the Labour Standards Inspection Office is obtained.

Article 40 (Work handover)

Upon resignation or dismissal, Staff shall fully handover his/her work duties to a person designated by the Client.

Article 41 (Handling of personal information)

1. Staff shall inform and provide accurate personal information if Staff informs or provides personal information to the Company.
2. The Company may use personal information of Staff for the following purposes, and share the same with the Company's domestic and overseas group companies:
 - 1) For determining selection, registration or acceptance for hiring;
 - 2) For conducting employment contract-related and administrative matters, etc., after Staff is hired, including the following:
 - (a) To carry out procedures and administrative tasks for wages, taxes and social insurance, etc.;
 - (b) To provide consultation and counselling on health and welfare procedures, career development, etc.;
 - (c) To conduct questionnaires and various statistical research;
 - (d) To carry out any other procedures or administration required for personnel affairs or employment management, etc., as provided for under applicable laws or regulations; or
 - (e) To prepare passwords, ID cards or entrance certificates at the Client's work place.
3. The Company may disclose and provide information regarding Staff's ability to perform duties to Client or prospective Client. The Client and the prospective Client shall use the information disclosed or provided by the Company for purposes of management of Staff and confirmation of Staff's ability to perform duties, etc.

Article 42 (Disclosure of personal information)

The personal information of Staff shall be disclosed in accordance with procedures prescribed by the Company and within the scope of the information that Staff submitted to the Company. Provided, however, that the Company shall not be required to disclose information if the Company deems that there is a possibility to do harm to rights, interests or operation of business of the Company. The Company shall not be required to disclose information regarding Staff's personnel evaluation, the comments made by an evaluator or any other information which is expected to be used internally in the Company.

Article 43 (Outsourcing of personal information)

For the purpose of smooth employment management and ensuring health and welfare, the Company may disclose personal information of Staff to a third-party entity that meets the Company's standards for personal information protection management.

Article 44 (Accident compensation)

Staff may receive compensation for injury, disease, disability or death due to accidents during work or commutation, pursuant to the Workmen's Accident Compensation Insurance Act (*rodosha saigai hoshu hokenho*).

Article 45 (Handling harassment case)

1. In the event that Staff feels that he/she has been subject to harassment due to language or behaviour at the Company or the Client, Staff shall make a complaint in writing to responsible person acting for the Company (*hakenmoto sekininsha*). Provided, however, that in times of urgency, Staff may make a complaint orally or by telephone.
2. The responsible person receiving the complaint shall question related parties about the circumstances, and handle the case promptly. The Company will never take measures that would be disadvantageous to Staff on grounds that Staff cooperated with the investigation.

Article 46 (Ownership of intellectual property rights)

1. If rights to obtain patents, patent rights, copyrights or any other rights (collectively, the "IP Rights") are created with respect to documents, know-how, programs and any other deliverables (whether tangible or intangible) that Staff makes in the course of performing work at the Client, the IP Rights shall be vested initially in the Client, and if the IP Rights shall not be vested initially in the Client owing to their nature, the IP Rights shall be transferred from the Staff to the Client at the time of creation of such right.
2. In the case described in the preceding paragraph, Staff shall not exercise its moral rights against the Client or any third-parties.
3. If Client requests Staff for the execution of an agreement concerning ownership, transfer or assignment of the IP Rights, Staff shall agree on the execution of such agreement.

Article 47 (Compensation for damage)

Staff shall compensate damages, losses, expenses incurred by the Company or the Client due to Staff's willful misconduct or negligence. Staff's obligation of compensation shall not be discharged or diminished even after resignation or dismissal.

Article 48 (Certificate of employment)

If Staff requests a certificate stating length of employment period, type of work, position within the Company, wages or reason for resignation, the Company shall issue the certificate without delay.

Chapter 5 Wages

Article 49 (Wage structure)

The wage structure shall be as follows:

- 1) Standard Wage
 - (a) Base Pay
 - (b) Fixed Overtime Allowance
- 2) Various Allowances
 - (a) Allowance for Overtime and Work on Holidays
 - (b) Commuting Allowance

Article 50 (Wage calculation period and payment date)

1. The monthly calculation period for wages shall be from the first day to the last day of a given month, and shall be paid on the 25th day of the following month. Provided, however, that if the payment date falls on a bank holiday, payment shall be made on the preceding business day.
2. As a general rule, wages shall be paid in full by bank transfer to a savings account in the name of the Staff. Provided, however, that income tax and other items required under the applicable laws or regulations shall be deducted from the payment.

Article 51 (Standard Wage)

1. As a general rule, base pay shall be an hourly wage and shall be stipulated in an individual employment agreement in accordance with the labour-management agreement (*roshi kyotei*) which is based on Article 30-4, Paragraph 1 of the Worker Dispatching Act. Provided, however, that a daily wage or monthly wage system may be applied depending on the form of work. The monthly wage system shall consist of a monthly wage system with a fixed overtime allowance (hereinafter referred to as "Monthly Wage with Fixed O/T") and a monthly wage system only with a basic pay (hereinafter referred to as "Ordinary Monthly Wage").

2. In the event of time not worked due to holiday, leave, absence, late arrivals, early departures, outings during working hours for personal reasons and so on, wages equivalent to the lost time shall not be paid with the exception of when annual paid holidays have been used.
3. In the event that the standard wage is to be paid pursuant to Ordinary Monthly Wage, wages in the month of entering the Company, the month of leaving, and in the starting and ending months of vacations and leaves of absence that exceed one (1) month in length shall be paid on a pro-rated basis. Also note that the base pay shall not be paid for months in which the entire month has not actually been worked, with the exception of when annual paid holidays have been used during such months.

Article 52 (Monthly Wage System with Fixed Overtime Allowance)

1. For Staff to whom the monthly wage system with fixed overtime allowance is applied, the amount of the monthly wage and the amount of the fixed overtime allowance shall be indicated separately in an individual employment contract. The amount of the fixed overtime allowance shall be calculated as follows: Divide the amount of the monthly wage by the average number of work days per month, increase the obtained amount by 25%, followed by multiplication by the number of hours stipulated in the individual employment contract.
2. The wage deduction for time not worked due to holiday, leave, absence, late arrivals, early departures, outings during working hours for personal reasons and so on shall be calculated based upon an hourly rate of a total of the base pay and the fixed overtime allowance divided by the average total work hours of each month.
3. In the event that an actual allowance for overtime and work on holidays exceeds the fixed overtime allowance, the Company shall pay the excess amount. In case that the actual allowance is less than the fixed allowance, no deduction shall be made and the fixed allowance shall be paid. If there is any deduction of the preceding paragraph, the fixed overtime allowance to be compared with the actual allowance shall be the amended fixed overtime allowance as per the deduction procedures.
4. In the month of entering the Company, the month of leaving, and in the starting and ending months of vacations and leaves of absence that exceed one (1) month in length, the base pay and the fixed overtime allowance for the month shall be after deduction for days not worked. The deduction shall be calculated based upon a daily rate of a total of the base pay and the fixed overtime allowance divided by the average total work days of each month.

Article 53 (Commuting allowance)

1. A commuting allowance is paid to Staff commuting to work via public transportation such as train or bus (in principle, the section travelled must be at least one (1) km when measured by a straight line) in the actual cost of the commuter pass calculated for an economical route as approved by the Company (in principle, the commuter pass shall be for one (1) month and exclude super express fares and reserved seat charge). Provided, however, that the maximum amount of a commuting

allowance shall not exceed the limit of nontaxable income for commuter passes of the time.

2. Staff intending to receive a commuting allowance shall do so by taking the designated procedures and by attaching confirmation documents as may be requested by the Company.
3. Staff intending to change the section for travel for reasons such as move shall do so by going through designated procedures, and the new commuting allowance will be paid starting with the month as approved by the Company.
4. If the number of days subject to payment does not amount to one (1) month for reasons such as employment, resignation, and retirement, the cost of the commuter pass shall be calculated by the daily rate and paid.

Article 54 (Allowance for overtime and work on holidays)

When Staff works in excess of eight (8) hours in a day or forty (40) hours in a week, works on a statutory holiday, or when his/her work extends into the Night Hours (between the hours of 10:00 p.m. and 5:00 a.m. on the following day), Staff shall be paid the extra wages as described below. Provided, however, that in the event that an irregular working hour system, flexible working hour system or discretionary labour system is adopted, extra wages shall be paid in accordance with the respective employment agreement or labour-management agreements (*roshi kyotei*), etc.

- 1) Overtime hours in which work exceeds eight (8) hours in a day or forty (40) hours in a week shall carry a 25% premium;
- 2) Work hours on statutory holidays shall carry a 35% premium; and
- 3) Work during Night Hours shall carry a 25% premium. In addition, in the event that overtime hours or hours of work on statutory holidays span Night Hours, an additional rate of 25% shall be added to the prescribed premium rate for the overtime in question, for those hours that are worked during Night Hours.

Article 55 (Bonuses)

No bonuses shall be paid to Staff. Provided, however, that pursuant to the labour-management agreement (*roshi kyotei*) according to Article 30-4, Paragraph 1 of the Worker Dispatching Act, an amount equivalent to the bonus shall be paid as part of the base pay.

Article 56 (Retirement benefits)

1. No retirement benefits shall be paid to Staff. Provided, however, that pursuant to the labour-management agreement (*roshi kyotei*) according to Article 30-4, Paragraph 1 of the Worker Dispatching Act, an amount equivalent to the retirement benefit shall be paid as part of the base pay.
2. Notwithstanding the provisions of the preceding paragraph, a retirement benefit may be paid separately to Staff who is specified by the Company individually at the time of its retirement.

Chapter 6 Health and Safety

Article 57 (Duty of compliance)

The Company and Staff shall comply with matters prescribed in laws and various internal regulations with regard to ensuring health and safety in the workplace, and strive to cooperate in order to prevent disasters.

Article 58 (Commuting Method)

Unless permitted by the Company, Staff shall not commute by car or motorcycle and shall use public transportation.

Article 59 (Medical checkup)

1. The Company shall conduct periodic medical checkup for Staff once per year. Provided, however, that this shall apply only to Staff who satisfies all of the following: (i) Staff's employment contract continues to be effective on the date when Staff receives such medical checkup and (ii) Staff's scheduled working hours per week is three fourths (3/4) or more of the scheduled working hours per week by other workers who performs same kind of duties at Client.
2. Staff must undergo the medical checkup described in the preceding paragraph.
3. Staff who does not wish to undergo the medical checkup described in Paragraph 1 shall undergo a checkup by another doctor and submit a certificate of the results to the Company. Costs in such a case shall be borne by Staff.
4. If Staff is unable to work for the time required to undergo a regular medical checkup on a work day, the wage for the time such Staff could not work shall be paid, and the maximum amount of such wage shall be the wage corresponding to half of the scheduled working hours. If Staff undergoes a regular medical checkup on a holiday or does so outside the work hours, no wage will be paid.
5. For Staff whose scheduled working hours do not amount to twenty (20) hours per week and who has not enrolled in the social insurance scheme, the provisions of the preceding paragraph shall not be applicable.

Article 60 (Order to see a doctor and prohibition from work)

1. If any of the following apply to Staff, the Company may prohibit them from work:
 - 1) Staff suffering from a communicable or infectious disease or Staff who has been recommended for medical screening or for hospitalization by the government, the local government, public healthcare centre (*hokenjo*) or a hospital, etc.;
 - 2) Staff who may cause physical harm either to himself/herself or others due to a mental disorder;
 - 3) Staff suffering from diseases of the heart, liver, kidney, etc., may experience a severe worsening of their symptoms due to working; or

- 4) Staff other than those described above who may experience a worsening of their disease due to working.
2. Wages for periods of prohibition from work described in the preceding paragraph shall not be paid.
3. If Staff corresponds to any one of the following, the Company may order Staff to undergo a medical examination by a doctor. Staff may not refuse such medical examination without a valid reason. Moreover, the Company may designate the doctor.
 - 1) the Company determines based on objective circumstances that Staff is unable to tolerate normal work due to the health condition of such Staff; or
 - 2) the Company otherwise deems necessary.

Article 61 (Internal health and safety regulations)

For necessary matters concerning health and safety other than those prescribed in this chapter, notice shall be given in each case.

Article 62 (Health and safety)

1. Staff shall comply with the items prescribed with regard to health and safety, and strive to prevent disasters.
2. For the prevention of danger and to ensure health and safety, Staff shall comply with the following:
 - 1) Staff shall follow orders and instructions of the safety manager (*anzen kanrisha*) at Client.
 - 2) Staff shall not leave items in passages or in areas around emergency exits or fire extinguishing equipment;
 - 3) Staff shall handle gas, electricity, hazardous materials, explosive materials, etc., in the designated manner and with caution;
 - 4) Staff shall use and wear protective equipment, hats, work clothing and footwear if instructed to do so for the prevention of danger;
 - 5) Staff shall perform inspections of any equipment, machinery and tools to be used before and after performing his/her work;
 - 6) Staff shall comply with designated work movement, procedures and methods during work;
 - 7) Shall not use fire or engage in smoking outside designated areas without approval;
 - 8) Otherwise Staff shall comply with any items prescribed by the Company or Client as necessary for the purpose of health and safety.

Chapter 7 Conversion to Indefinite-term Employment

Article 63 (Conversion to Indefinite-term Employment)

1. Among Fixed-term Staff, Staff whose contract period with the Company exceeds five (5) years in total shall be deemed to have concluded an indefinite-term employment contract with the Company

and become Indefinite-term Staff from the day following the expiration date of the currently concluded employment contract, by applying with the Company according to the procedures set out in Paragraph 3 of this article, and shall continue to be subject to these regulations.

2. The aggregation of the contract period set out in the preceding paragraph shall be made from contracts that were started on or after April 1, 2013, and, when there is a period in which an employment contract was not concluded with the Company as shown below, the contract period of the employment contract concluded with the Company before such period shall not be aggregated.

Contract period	Period with no contract
2 months or less	1 month or longer
More than 2 months and 4 months or less	2 months or longer
More than 4 months and 6 months or less	3 months or longer
More than 6 months and 8 months or less	4 months or longer
More than 8 months and 10 months or less	5 months or longer
More than 10 months	6 months or longer

3. As a general rule, the application of Paragraph 1 of this article shall be made in writing to the Company at least one (1) month before the expiration of the currently concluded employment contract.

Supplementary Provisions

These regulations shall take effect from January 1, 2009.

Amended on April 1, 2014

Amended on March 5th, 2018

Amended on April 1st ,2020

Japanese version is the official copy registered with the Labor Standards Office (rodokijunkantokusho). If there is any difference between the Japanese version and this English version of the Rules of Employment, the Japanese version shall prevail