

## **Employment Agreement**

This Employment Agreement (hereinafter referred to as the “Agreement”) is made by and between \_\_\_\_\_ (hereinafter referred to as the “Company”) and \_\_\_\_\_ (hereinafter referred to as the “Employee”).

The Company and the Employee hereby agree as follows:

### **Article 1. Term**

1. The duration of the Employee’s employment under this Agreement (hereinafter referred to as the “Term”) shall commence on   A   and shall continue to and through   B   unless sooner terminated in accordance with the provisions hereinafter set forth.
2. The renewal of the Term may be determined through mutual agreement considering circumstances including, but not limited to, volume and progress of the work the Employee is engaged in at the time of expiration of the Term, the Company’s business situation and prospects, the Employee’s skills in handling the assigned work, work performance, attitude about work and health condition.
3. The Employee acknowledges that working conditions set down by the Company regarding the renewal of the Term may differ from the working conditions set forth hereunder.
4. The Employee acknowledges that there exists no contract of any form with the Company after the expiration of employment duration as specified in Article 1 in case the contract renewal is not mutually agreed.

### **Article 2. Place of Work**

1. The Employee shall work at the Company’s head office; provided, however, that the Company may locate the Employee at other places if need arises.
2. The Company’s request on the place of work set forth in the preceding paragraph shall not be unreasonably denied by the Employee.

### **Article 3. Scope of Services**

1. During the Term of this Agreement, the Employee shall render the following services for the Company.
  - a) ...
  - b) ...

\*) ...

\*\*) Other services related to the services set forth in subsection a) to \*) above.

\*\*) Other services reasonably required by the Company.

2. Notwithstanding the provisions of the preceding paragraph, the Company may change the services to be rendered by the Employee if need arises.

#### **Article 4. Working Hours/Rest Period**

1. The Employee's working hours and rest period shall be as follows:

Opening time: 9 a.m.

Closing time: 6 p.m.

Rest period: from 12 a.m. to 1 p.m. (one (1) hour)

2. Notwithstanding the provisions of the preceding paragraph, the Company may designate the opening time, closing time and rest period of the Employee forward or backward if need arises.
3. Working hours of the Employee shall be recorded and reported to the Company in accordance with procedures designated by the Company.
4. The Employee's late arrival and early leave shall be reported to and be approved by the Company in advance; provided, however, that the Employee may report such occurrences to the Company afterward without delay if there are unavoidable circumstances.

#### **Article 5. Days Off**

1. The Employee's days off shall be as follows.

(1) Saturdays and Sundays

(2) Other day(s) designated by the Company

2. The Company may, notwithstanding the provisions of the preceding paragraph, have the Employee work on days off if need arises. The Company shall notify the Employee of such event in advance.
3. The Employee's absence from work shall be reported to and approved by the Company in advance; provided, however, that the Employee may report his/her absence to the Company afterward without delay if there are unavoidable circumstances.
4. In the Term set forth in Paragraph 1 of Article 1 hereof, the Company shall grant \_\_\_\_\_ days paid leave during the period requested by the Employee; provided, however, that when the granting of leave during the requested period would interfere with the normal operation of the enterprise, the Company may grant the leave during another period.

5. Unused paid leave may be carried over only to the following year.
6. The Company shall, in addition to paid leave stipulated in the preceding two paragraphs, provide the Employee with rest periods and days off in accordance with applicable laws.

#### **Article 6. Additional Working Hours and Days**

1. Notwithstanding the provisions of Paragraph 1 of Article 4 and Paragraph 1 of Article 5 hereof, the Company may order the Employee to work at additional times and on additional days if need arises.
2. The Company's order under the preceding paragraph shall not be unreasonably denied by the Employee.

#### **Article 7. Wages**

1. The Company shall compensate the Employee as follows:
  - (1) Basic salary:【A】yen/month
  - (2) Commutation allowance
2. In case that the Employee has worked beyond regular working hours stipulated in Paragraph 1 of Article 4, or has worked on a regular holiday stipulated in Article 5, or has worked late night (between 10:00 p.m. and 5:00 a.m.), the Company shall pay an extra wage calculated in accordance with relevant laws.
3. Commutation allowance shall be calculated in accordance with the most economical and reasonable route and mode of commutation as determined by the Company.
4. The Company shall, in addition to the wages granted to the Employee in accordance with Paragraph 1 and 2 hereof, pay a bonus to the Employee on 【B】,【C】, 20XX (hereinafter referred to as the "Bonus Day"); provided, however, that the Employee is not employed by the Company on the Bonus Day.
5. The amount of bonus shall be determined by the Company according to such factors as the Employee's performance and the Company's operating profit.
6. The Employee acknowledges that he/she shall not be entitled to any retirement benefit or similar benefit.

#### **Article 8. Payment Methods**

1. Wages stipulated in Paragraph 1 and 2 of Article 7 hereof shall be paid monthly for the period from the first to the last day of the month (hereinafter referred to as the "Payment Period"), and shall be paid on the【D】th day of the next month of the Payment Period

(hereinafter referred to as the “Pay Day”). In the event that the Pay Day falls on a legal holiday or a banking holiday, the payment shall be made on the business day prior to the Pay Day.

2. The payment of wages under the preceding paragraph shall be transferred to the Employee’s bank account designated by the Employee.
3. In the event that the Employee has not worked for days and hours required by this Agreement because of reasons including, but not limited to, absence, late arrival or early leave, the amount of wages proportionate to those diminished day(s) and/or hour(s) shall be deducted from the payment. Furthermore, the Employee acknowledges that the payment of the wages shall be subject to deduction required or permitted by applicable laws.

#### **Article 9. Termination of Employment**

1. The Employee’s employment shall be terminated for any of the following.
  - (1) Death of the Employee
  - (2) The Company’s approval upon the Employee’s request to resign
  - (3) Expiration of the Term without renewal
2. The Employee’s resignation request shall be lodged to the Company in writing fourteen (14) days prior to his/her resignation.

#### **Article 10. Dismissal**

The Employee shall be dismissed for any of the following.

- (1) The Employee is deemed unable to handle the assigned work stipulated in Article 3 hereof.
- (2) The Employee has remarkably poor work performance or fails to demonstrate a positive attitude about work.
- (3) The Employee becomes redundant due to the Company’s operational requirement including, but not limited to, restructuring or business scale reduction.
- (4) The Employee violates any of the provisions in Article 12 hereof.
- (5) Any other unavoidable circumstances prevent the continuance of this Agreement.

#### **Article 11. Return of Money and Properties**

In the event of the Employee’s retirement or dismissal, the Employee shall return the Company money and properties which belong to the Company including, but not limited to, materials, equipment and identification cards, as instructed by the Company.

## **Article 12. Compliance**

The Employee shall comply with the following.

- (1) The Employee shall not violate any of the provisions stipulated in this Agreement.
- (2) The Employee shall not become an employee of another company without approval of the Company.
- (3) The Employee shall not violate any of the Company's rules or orders from his/her superior.
- (4) The Employee shall not disclose to any third party any information considered by the Company to be confidential including, but not limited to, trade secret and personal information.
- (5) The Employee shall not gain any private interest by taking advantage of his/her position.
- (6) The Employee shall not cause any damage to the Company.
- (7) The Employee shall not violate punitive laws.
- (8) The Employee shall not damage the Company's reputation.
- (9) The Employee shall not conduct unwanted sexual behavior toward others.
- (10) The Employee shall not violate the Statement of Pledge submitted to the Company.
- (11) The Employee shall, for the purpose of processes relating to his/her employment, produce document(s) and/or carry out any procedures as necessity requires. Also, the Employee shall respond to inquiries from the Company regarding the document(s) and/or procedures above.

## **Article 13. Disciplinary Measures**

1. In the event that the Employee violates any of the provisions stipulated in Article 12 hereof, the Company may take disciplinary measures as follows.

- (1) Reprimand – to urge the Employee to reflect on the matter by having the Employee submit a report to the Company.
- (2) Pay Cut – to reduce the Employee's wages. The amount of decrease for a single occasion shall not exceed fifty (50) percent of the daily average wage, and the total amount of decrease shall not exceed ten (10) percent or the total wages for a month.
- (3) Suspension from work – to suspend the Employee from work. Compensation for the period suspended from work shall not be paid.
- (4) Disciplinary dismissal – to dismiss the Employee immediately, without notice period.

2. The Company may search the Employee's belongings carried into his/her workplace, monitor personal computers used by him/her and/or carry out other necessary inspections when it deems necessary for the purpose of, including, but not limited to, deciding appropriate disciplinary measures against the Employee. Such inspections shall not be unreasonably denied by the Employee.
3. In the event that the Company determines to take disciplinary measures against the Employee, the Company may order the Employee to stay at home until disciplinary measures against him/her are decided.

#### **Article 14. Indemnification**

The Employee shall indemnify the Company from any and all damages from the negligence or willful misconduct of him/her. The Employee acknowledges that the duty to indemnify the Company hereunder shall persist after disciplinary measures, if any, are taken against him/her in accordance with the preceding article.

#### **Article 15. Governing Law/Exclusive Jurisdiction and Venue**

1. This Agreement shall be governed by, and construed and interpreted under the laws of Japan.
2. The parties hereto agree that all the lawsuits hereunder shall be exclusively brought in the Tokyo District Court of Japan.

#### **Article 16. Reference**

1. Any matters not stipulated herein shall be governed by the laws and the Company Rules applicable to the Employee.
2. In the event that any part of the Company Rules is amended during the Term, the revised version shall be binding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the Company and the Employee in duplicate, each party retaining one (1) copy thereof, respectively.

The Company:

By:

Title:

The Employee:

(Address)

(Telephone number)

(Contact address)