

Chiyoda U-Tech Co., Ltd.

**Employment Regulation for
Dispatched staff Members**

2025/04/01

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Preamble

The Japanese text is the original and the English text is for reference purposes.

If there is any conflict or inconsistency between two texts, the Japanese shall prevail.

Chapter 1. General Provisions

Article 1 (General Provisions)

1. The purpose of this Employment Regulation (hereinafter referred to as “Regulation”) is to provide for matters related to employee (hereinafter referred to as “Employee”) dispatched by Chiyoda U-Tech Co., Ltd. (hereinafter referred to as “CUC”).

Article 2 (Scope of Application)

1. The term "Employee" as used in these Regulations refers to workers employed by CUC for a fixed period of time following prescribed procedures, who have been employed by CUC under the direction of CUC and who have accepted to work under instructions and orders at the client company (Hereinafter referred to as "Fixed Term Employee".), and who have converted to Indefinite term contract pursuant to Article 51 of these Regulations (Hereinafter referred to as "Indefinite-term employee".). Workers employed as Shokutaku in the following paragraph are not include.
2. For those who have been employed with the consent to engage in work under orders and direction by the client and who are employed as Shokutaku, this Regulations do not apply and the Shokutaku employment Regulations shall be applied.

Article 3 (Compliance Obligations)

1. Employee must observe this Regulation and other regulations of CUC and carry out their duties in good faith according to the instructions and orders of the Client.

Chapter 2. Hiring, Retirement, and Dismissal

Article 4 (Hiring, Probationary Period and Renewal)

1. CUC will select suitable applicants and hire those as Employee who have undergone a certain procedure.
2. As a general rule, the term of employment will be a maximum of 1 year and set out under an individual employment contract to be concluded between CUC and each Employee.
3. For newly hired Employee, the first two weeks counting from the date on which such Employee joined CUC will be a probationary period.
4. For renewal of employment contract, CUC will examine following factors (the employment conditions in case of renewal will be determined each time considering employee’s suitability and the personnel situation at the time of renewal and working conditions prior to renewal are not guaranteed.) However, if an individual employment contract stipulates different criteria for determining whether or not to renew and basis of determination, such criteria shall be applied.
 - (1) Volume of work at the time of contract expires and state of progress of the project Employee is engaged in

- (2) Employee's Health conditions
- (3) Employee's work record, attitude, and capabilities
- (4) Business situation of CUC

Article 4-2 (Employment Contract Renewal Limit)

1. Employment contract of Employee will not be renewed beyond 5 years in total counting from the first day of the initial contract term, and thereafter the contract will not be renewed (employment for five years is not guaranteed).
2. Regardless of the provision of the preceding paragraph, the expiration date of any renewed employment contract will not exceed the end of the month in which the relevant Employee reaches the age 60, and the contract will not be renewed thereafter.
3. When CUC determines particularly necessary the contract may be renewed regardless of the provisions of paragraphs 1 and 2 above.

Article 5 (Documents to be Submitted)

1. Employee must, when requested by CUC, submit the following documents:
 - (1) Curriculum vitae; and
 - (2) Other documents required by CUC (including a document containing a so-called "My Number" pursuant to the Social Security and Tax Number System).
2. Whenever any change occurs to the entries in the documents specified in the preceding paragraph, Employee must immediately report such change to CUC.
3. CUC may use the personal information (including health-related information) of any Employee which was submitted to or obtained by CUC at the time of Employee's registration or hiring or after they joined CUC, for the following purposes:
 - (1) Decision on increase or decrease of wage rates,
 - (2) Decision and provision of wages, etc.
 - (3) Education and training
 - (4) Health management
 - (5) Awards/discipline
 - (6) Retirement/dismissal
 - (7) Accident compensation
 - (8) Welfare Benefit
 - (9) Other purposes similar to the preceding items

Article 6 (Resignation and Contract Expiration)

1. Employee will resign from CUC under any of the following circumstances:
 - (1) Employee's employment contract has expired;
 - (2) Employee requests resignation for personal reason and the request is accepted by CUC;

- (3) CUC has a justifiable reason, to which Employee agrees;
 - (4) Employee dies;
 - (5) Employee has been missing for 30 days;
 - (6) When the retirement date is reached due to mandatory retirement age
2. Employee intending to resign for the reason under item (2) of the preceding paragraph, they must submit a letter of resignation at least 1 month in advance and continue performing their assigned duties until their resignation is accepted by CUC.

Article 7 (Dismissal)

1. CUC may terminate an employment contract with any Employee under any of the following circumstances:
 - (1) Employee has an extremely poor attendance rate with no prospect of improvement;
 - (2) Employee is deemed unfit to serve as Employee due to their uncooperative attitude that severely interferes the business of CUC and disturbs the order and peace of the workplace;
 - (3) Employee is deemed to be severely unfit for continuing to perform their currently assigned duties or similar duties thereto in the future due to illness, injury, or physical/mental debility, etc.;
 - (4) Employee is deemed to be severely unfit for their currently assigned duties or similar duties thereto due to a decline in their work performance;
 - (5) When compensation for discontinuance under the Labor Standards Act has been given to a person who has been absent from work due to an injury or disease in the course of employment, when the person is receiving an injury and disease compensation pension on the day on which three years have passed since the commencement of medical treatment, or when the person is to receive an injury and disease compensation pension after the same day
 - (6) Employee causes loss or damage to CUC or the Client, or severely damages the reputation or credibility thereof;
 - (7) CUC needs to simplify, downscale, or otherwise restructure its business due to unavoidable circumstances;
 - (8) CUC or the Client becomes unable to continue its business due to natural disaster or other events; or
 - (9) Employee refuse to follow work orders
 - (10)Employee conduct actions that correspond to the criteria for disciplinary dismissal set out in the Regulation for Disciplinary Actions
 - (11)Indefinite-term employee refuses to execute the work which CUC assigned as a new work place and/or opportunity.
 - (12)Employee is absent without due notice for 14 consecutive days or longer
 - (13)Employee loses their resident status granted under the Immigration Control and Refugee Recognition Act
 - (14)There are other reasons similar to the items listed above.

Article 8 (Notice of Dismissal)

1. When dismissing any Employee, CUC will give a 30 days advance notice or pay 30 days' worth of average daily wages to Employee.

If the advance notice period is shortened, the average daily wage will be paid for each shortened day.

The average daily wage is calculated by dividing the total amount of last 3 months wages by the total number of last 3 months calendar days.

Article 9 (Restrictions on Dismissal)

1. Notwithstanding the provision of Article 8, CUC will not dismiss Employee during the period listed below:
 - (1) During a leave of absence due to work-related injury or illness and 30 days thereafter except in cases where Employee is receiving medical compensation after 3 years have elapsed since the date of commencement of medical treatment or is to receive the injury and disease compensation pension after such date; and
 - (2) During the pre/post-natal leave period prescribed in paragraphs 1 and 2 of Article 27 and 30 days thereafter.

Article 10 (Resignation/Dismissal Procedure)

1. Employee who resign, whose contract have expired, or who have been dismissed from CUC must properly hand over their duties to their successor according to the instructions of the Client.
2. All items loaned by CUC or the Client must be returned immediately.
3. The resigning/dismissed Employee must return all personal information which they have obtained during work, including business cards and greeting letters of business affiliates and other persons, to CUC or the Client, whichever is applicable.

Chapter 3. Child Care Leave and Family Care Leave

Article 11 (Child Care Leave)

1. Childcare leave for Employee is governed by a separate rulebook on childcare and nursing care.

Article 12 (Family Care Leave)

1. Family care leave for Employee is governed by a separate rulebook on childcare and nursing care.

Chapter 4. Regulations in Service

Article 13 (Work Discipline)

1. Employee must perform their duties in good faith and refrain from any act that will interfere with the duties of others.

2. When in service, Employee must not leave their workplace without clearly indicating their whereabouts.
3. Employee must perform their work in accordance with the instructions and orders of the client as well as those of CUC.
4. Employee must comply with the work to be engaged in, the place of work, and other working conditions as indicated in the statement of working conditions.

Article 13-2 (Engagement with other companies)

1. Employees must notify CUC in advance when engaging with other companies to work for.
2. Based on the notification set forth in the preceding paragraph, CUC may prohibit or restrict Employee from engaging with other companies if employee falls any of the following items.
 - (1) When there is an obstacle in providing work
 - (2) When having risk of company secret leakage
 - (3) When there is an act that damages the honor or credibility of CUC or an act that destroys the relationship of trust
 - (4) When the profit of CUC is harmed by competition
 - (5) Other circumstances

Article 14 (Clothing, etc.)

1. When in service, Employee must, unless otherwise specifically instructed, wear decent, discreet, and appropriate clothes so as not to undermine the decency or integrity of CUC or the Client.

Article 15 (Protection of Personal Information)

1. Employee must not use or disclose any personal information (including personal information pertaining to the officers and employees of CUC and the Client, as well as that pertaining to customers' representatives, dispatched workers, and other third parties), which they have obtained during the course of business, for any purpose other than its intended use. Employee will continue to be bound by this obligation after their resignation or dismissal from CUC.
2. CUC may refuse a request by Employee to disclose their personal information pertaining to the assessment of their work performance, etc. when there is a possibility that such disclosure will significantly interfere with CUC's business.

Article 16 (Prohibited Acts)

1. Employee must not engage in any of the following acts:
 - (1) Undermining the reputation or credibility of CUC or the Client;
 - (2) Disclosing business-related confidential information or making copies of or disclosing any business activities to any person without permission;
 - (3) Receiving money or other benefits from, or making such demand to, any third person in connection with their duties unreasonably;
 - (4) Using the name of CUC or the Client improperly to gain personal interest;

- (5) Using the facilities, office equipment, and other properties of CUC improperly for personal purpose;
- (6) Distributing or posting printed materials, making speeches, soliciting money or signatures, or engaging in other similar activities which have no relevance to their duties within the premises of CUC or the Client;
- (7) Entering into an employment contract to become an officer or employee of another company, or engaging in a business for profit without obtaining permission from CUC;
- (8) Publishing copyrighted materials, being interviewed by the media, giving lectures, etc. without obtaining prior permission from CUC; or
- (9) Engaging in any other activities similar to any of the above items that are deemed unreasonable.

Article 17 (Prohibition of Harassment)

1. Employee is prohibited from any acts listed below which harm the working environment of other personnel, employees, or other stakeholders of CUC(including dispatched workers, personnel and employees of other companies such as clients, freelance workers with whom CUC has a business relationship, job seekers,) or which constitute harassment physically and mentally within or outside of the workplace:
 - (1) Speech or behavior that go beyond what is necessary and reasonable in the course of business taking advantage of a superior relationship;
 - (2) Sexual speech or behavior against the will of another person or those around him or her;
 - (3) Speech or behavior related to pregnancy, childbirth, and speech or behavior concerning the use of systems related to pregnancy, childbirth, childcare, nursing care (intentionally harassment, indicating the possibility of unfavorable treatment, Impediment to the use of systems or measures etc. Excluding behavior based on business necessity.) ;
 - (4) In addition to the preceding paragraphs, speech or behavior that exceed the scope of what is considered acceptable in socially accepted norms, such as speech or behavior that deny other person's personality, insulting speech or behavior concerning sexual thoughts or gender identity, or disclosure of sensitive personal information (sexual thoughts, gender identity, medical history, infertility treatment).
2. In case of the occurrence of sexual harassment at workplace involving any Employee, CUC will promptly and accurately investigate facts and implement appropriate corrective measures.
3. CUC will not treat any Employee unfavorably on the grounds of making a report of a sexual harassment case at workplace or cooperating with CUC in the investigation thereof.

Chapter 5. Workplace, Working Hours, and Days Off

Article 18 (Workplace/Transfer)

1. Workplace of each Employee will be determined individually in accordance with their employment contract.
2. Fixed-term employee is not transferred without his or her agreement.
3. For indefinite-term employee, CUC may order transfer during the term of their contract if there is a business need to do so. (This may include, but is not limited to, a change of client, work

location, or job description. It may also involve relocation.) Without legitimate reasons, indefinite-term-employee cannot refuse CUC's order.

Article 19 (Arrival and Departure)

1. Employee must arrive at work early enough to start working on time and, unless otherwise specifically instructed, leave the workplace on time without delay.
2. Employee must record their arrival and departure time every day and, at the beginning of each month, obtain approval of their work record of the previous month from the head of the department of the Client they belong to.

Article 20 (Business Trip/Outing, Travel Expenses, etc.)

1. CUC or the Client may order Employee to make a business trip or outing as necessary for business.
2. As a general rule, Employee who has made a business trip or outing must without delay upon return report in writing the purpose thereof to the head of the Department they belongs to.
3. When Employee is instructed to work at a location outside their regular workplace, cases where it is difficult to calculate actual working hours, Employee has assumed worked the regular working hours unless otherwise instructed in advance,.
4. Matters related to domestic business trips are governed by the separately provided Domestic Business Trip Regulation for Dispatched Staff Members.
5. Matters related to overseas business trips are governed by the separately provided Regulation for Overseas Business Travel.

Article 21 (Working Hours and Rest Periods)

1. The working hours of Employee are 8 hours per day and 40 hours per week; provided, however, that the specific start and end times of work, working hours, and rest periods will be set separately in individual employment contracts by CUC, as they differ from Client to Client.
2. Employee must not arrive late, leave early, disappear from the workplace to attend personal affairs, or otherwise avoid working during their prescribed working hours without obtaining prior permission from the Client. If obtaining such prior permission is not possible due to unavoidable circumstances, Employee must obtain such permission as soon as it becomes possible.
3. A rest period of at least 45 minutes or 1 hour will be provided when the working hours exceed 6 hours or 8 hours, respectively. Such rest period will be unpaid.
4. Depending on the employment conditions of the Client, a rest period may be taken freely by taking turns or together with other workers; provided, however, that Employee must not disturb the order of the Client's workplace or interfere with the freedom of other people.
5. Even if Employee is a part-time worker (The worker who works less than the usual worker employed by the same employer regarding scheduled working hours of one week.), CUC shall not prevent them from applying for job opening and recruitment which requires usual working hours. However, this does not apply if the beginning date of contract of concerned usual working hours is before the concerned part-time worker's contract has not been expired. CUC will inform the details of job opening and recruitment whether the worker is part-time or not. CUC will make efforts to convert from part-time contract to contract which requires usual working hours if Employee wishes.

Article 22 (Variable working hour system, Flextime system, Discretionary labor system)

Notwithstanding the provisions of Article 21 above, CUC may, taking into consideration the working conditions of the clients, stipulate the following:

1. CUC may determine a flexible working hours system for up to one month based on the working conditions of the clients. In this case, the specific start and end times of work, working hours will be set separately in individual employment contracts by CUC.
2. CUC may determine a flexible working hours system for up to one year based on the working conditions of the clients. In this case, the scope of applicable employee, applicable period, working days, daily working hours, and other matters stipulated by law will be determined by a labor-management agreement.
3. CUC may require employee to determine the specific start and end times of work based on the working conditions of the clients. In this case, the scope of applicable employee, the settlement period, the total working hours during the settlement period, and other matters stipulated by law will be determined by a labor-management agreement.
4. CUC may require employee to determine how to proceed the work. In this case, the scope of work, the applicable period, and the means of work, and daily working hours, and other matters stipulated by law will be determined by a labor-management agreement.

Article 23 (Days Off)

1. In principle Employee will be granted 1 day off per week or four days off per four weeks with other particulars separately set forth in individual employment contracts. CUC may exchange the above days off with other days when necessary for business reasons.

Article 24 (Overtime Work, Work on Days Off, and Late-Night Work)

1. CUC may order Employee to work overtime or on days off when there are special business requirements, in which case, however, the working hours may not be extended or Employee may not be ordered to work on days off beyond the extent stipulated in an agreement entered into pursuant to Article 36 of the Labor Standards Act.
2. The number of overtime hours worked pursuant to the preceding paragraph will be the actual number of hours worked instead of the number of hours spent in the workplace. Accordingly, Employee is required to report the actual hours worked by subtracting the number of hours spent on attending personal affairs, resting, and engaging in other non-business activities before departing the workplace.
3. Employee taking care of a preschool child or any of the family members requiring care may set limitation on their overtime work in accordance with the Childcare / Family Care Rule book for Dispatched staff Members.
4. Employee ordered to work overtime or on days off may not disobey such order without justifiable reason.
5. When Employee who is taking care of a child preschool child, or is taking care of the family members prescribed in paragraph 3 above so requests, CUC may not order such Employee to work beyond their prescribed working hours and day

Article 25 (Shortened Working Hours for Child Care)

- 1. Employee will qualify for shortened working hours for child/children care by filing an application with CUC.
- 2. Employee taking care of a child younger than 3 years of age who qualify and has applied for shortened working hours for child care will work 6 hours a day without overtime. Working hours of such Employee will be prescribed separately in individual employment contracts. For Employee taking care of preschool children 3 years or older, their working hours will be shortened for the purpose of child care.
- 3. The non-working portion of the working hours for child care will be unpaid.

Article 26 (Shortened Working Hours for Family Care)

- 1. Employee will qualify for shortened working hours for family care by filing an application with CUC.
- 2. Employee taking care of a family member prescribed in Article 12 and has applied for shortened working hours for family care will work 6 hours a day without overtime. Working hours of such Employee will be prescribed separately in individual employment contracts.
- 3. A period of shortened working hours for family care prescribed in the preceding paragraph may be taken, each time a subject family member becomes in need of care, up to 2 times in 3 years counting from the commencement date.
- 4. The non-working portion of the working hours for family care will be unpaid.

Article 27 (Pre/Post-natal Leave)

- 1. If Employee who is expected to give birth within 6 weeks (or 14 weeks in the case of multiple fetuses) requests leave from work, CUC will not make them work.
- 2. CUC will not have Employee work within 8 weeks after childbirth; provided, however, that this will not prevent CUC from having such Employee work, if they have so requested after 6 weeks have passed since childbirth, and if a physician has approved it as having no adverse effect on them.

Article 28 (Maternal Health Care)

- 1. Employee who is pregnant will be granted one time off necessary for receiving health guidance or medical checkup related to childbirth at the intervals prescribed below according to the number of weeks of pregnancy unless otherwise specified by their physicians or midwives, in which case the time off specified by the physicians or midwives will be granted.

<u>No. of weeks of pregnancy</u>	<u>Interval</u>
Up to 23 weeks	4 weeks
From 24 to 35 weeks	2 weeks
From 36 weeks to childbirth	1 week

- 2. If Employee who has given birth within 1 year is instructed by their physicians or midwives to receive health guidance or medical checkup, such Employee will be granted time off necessary for such health guidance or medical checkup to comply with such instructions.
- 3. If Employee makes a request for time off pursuant to paragraphs 1 and 2 above, CUC will change their working hours, reduce their work load, or take other necessary measures.

4. If Employee request leave of absence because it is extremely difficult to work on menstrual days, CUC will not have them work.
5. Hours spent on medical checkup and the shorted portion of the working hours pursuant to paragraphs 1 and 2, as well as the leave pursuant to paragraph 4, they will be unpaid.

Article 29 (Emergency Cases)

1. If there is an extraordinary need due to disaster or other unavoidable event, CUC may extend the working hours or may have Employee work on the days off upon following the procedure prescribed in Article 33 of the Labor Standards Act.

Article 30 (Exercise of Civil Rights)

1. When Employee exercise their civil rights and perform their civil duties during working hours (including appearing in court as a juror or candidate for such a role under the lay judge system), they must notify CUC in advance.
2. CUC may ask employee to change the time to the extent that it does not interfere with the exercise of the rights or performance of the obligations under the preceding paragraph.
3. Hours spent on the exercise of Civil Rights will be unpaid.

Article 31(Annual Paid Holidays)

1. In accordance with the Labor Standards Act, CUC shall grant annual paid leave as specified in Table 1 below to employees who work for more than five days per week or for more than 30 working hours per week, based on their length of service and attendance rate for the prescribed working days in the last 1 year is 80% or more.
2. In accordance with the Labor Standards Act, CUC shall grant annual paid leave as set forth in Table 2 below to staff who work for less than four days per week on a pro rata basis in accordance with the preceding paragraph.
3. Annual paid leave set forth in Paragraphs 1 and 2 shall be granted on the 1st day of the month in accordance with Appended Tables 1 and 2. Due to the circumstances of the client and other reasons, the date on which annual paid leave is granted may be determined regardless of Appended Tables 1 and 2.
4. Unused paid holidays can be carried over for 2 years from the date on which the paid holidays were granted.
5. When Employee plans to take annual paid holidays (including half-day off), they will notify thereof in advance to CUC and the Client by following the prescribed procedure.
6. In the case of unavoidable business circumstances, CUC and the Client may change the dates of paid holidays.
7. In the case Employee do not take minimum five days annual paid leaves voluntarily within one year from the date of grant annual paid leave, CUC shall hear the opinions of Employees and after respecting such opinions, CUC may have Employee to take annual paid leaves.
8. During the period of annual paid holidays, Employee will be paid their normal wages for regular working hours.
9. CUC will not buy back any unused annual paid holidays remaining at the expiration of employment contract.
10. Employees may take half-day off by using annual paid holidays. A half day is considered to be before or after rest time as per employment contract, not including rest time.

11. If there is a change in the number of days of work per week, the granted days of paid leave remain unchanged.

(Annex 1)

No. of years of continuous service	0.5	1.5	2.5	3.5	4.5	5.5	6.5
No. of paid leave days granted (5days/week)	10	11	12	14	16	18	20

(Annex 2)

No. of years of continuous service	0.5	1.5	2.5	3.5	4.5	5.5	6.5
No. of paid leave days granted (4days/week)	7	8	9	10	12	13	15
No. of paid leave days granted (3days/week)	5	6	6	8	9	10	11
No. of paid leave days granted (2days/week)	3	4	4	5	6	6	7
No. of paid leave days granted (1days/week)	1	2	2	2	3	3	3

Article 32 (Temporary Leave for Nursing Care)

1. A person who takes care of a child/children up to the completion of the third grade of elementary school may take leave (including half-day off) of five days a year for each child and ten days a year for two or more children to take care of the child for the following reasons:
 - ① Illness, injury
 - ② Vaccinations and health checkups
 - ③ Class closures due to infectious diseases
 - ④ Entrance ceremony and graduation ceremony

However, staff who work two or fewer days per week are excluded.

2. A person who takes care of a family member in need of nursing care may take leave (including half-day off) for nursing care (half-time leave allowed) for 5 days per year for each eligible family member, and for 10 days per year for two or more family members. However, this does not apply to staff members who work two or fewer days per week.
3. The “year” referred to in paragraphs 1 and 2 above refers to a calendar year beginning on January 1st and ending on December 31st of the same year.
4. Applications for temporary leave for nursing care are to be submitted using a prescribed form.
5. The period of temporary leave for nursing care will be unpaid.

Article 33 (Congratulatory/Condolence Leave)

1. Employee will not be granted congratulatory/condolence leave.

Article 33-2 (Leave for Work-Related Illness and Injury)

1. Wages during leave due to illness or injury that is deemed work-related will be handled in accordance with the provisions of Articles 34 and 39.

Article 33-3 (Absence due to Illness and Injury)

1. Employee take leave due to sickness for 6 or more consecutive days, CUC may require Employee to submit a medical certificate.
2. In the case of the preceding paragraph, CUC may require Employee to undergo a medical examination by a doctor designated by CUC.
3. The cost for issuing a medical certificate will be borne by CUC.

Chapter 6. Wages

Article 34 (Wages)

1. Wages shall be hourly, daily, or monthly wages, and other allowances separately determined by CUC, such as overtime allowances, and the specific amount thereof shall be determined in the individual employment contract. As stipulated in Article 52, wages for Indefinite-term Employees shall be determined individually by CUC at the time of conversion to Indefinite-term contract and at appropriate and necessary times, taking into account the job description, work experience, skills, and abilities, as well as business situation of client, social and economic conditions, etc.
2. Commuting allowance will be determined in accordance with the commuting cost regulations.
3. In the event that there is a change in the job description, CUC shall raise or lower the salary to meet job description of Employee.
When raising or lowering the salary, in addition to the content and extent of the change in the job description, CUC shall take into consideration the work experience, skills, abilities, etc. of Employee, the business situation of the client and social and economic conditions.
4. The means of determination of conditions will be through the labor-management agreement, and all employee as defined in Article 2 are applicable.

Article 35 (Payment of Wages)

1. The cutoff date of a pay period will be at the end of each month, and the payday will be on the 20th or 25th of the following month. or the closest preceding business day, if such days fall upon a holiday unless otherwise stipulated in individual employment contracts.

Article 36 (Remittance Method)

1. CUC may pay the wages of Employee by transferring money to Employee's own bank accounts nominated by them.

Article 37 (Deduction from Wages)

1. CUC may deduct the following items from wages:
 - i Withholding income tax
 - ii Inhabitant tax
 - iii Social insurance premiums
 - iv Other deductions stipulated in the labor-management agreement

Article 38 (Overtime Allowance)

1. CUC will pay the overtime allowance calculated with the additional rate of 25% in case Employee is required to work overtime beyond 8 hours per day or 40 hours per week pursuant to the provisions of the Labor Standards Act unless otherwise stipulated in their individual employment contract. In case Employee is required to work overtime under the variable working hour system or the flextime system, CUC will pay overtime allowance calculated with the additional rate of 25% for the overtime portion of the work pursuant to the Labor Standards Act.
2. In case Employee is required to work between 10:00 pm and 5:00 am in the following morning, CUC will pay overtime allowance calculated with the additional rate of 25% in addition to overtime allowance prescribed in paragraph 1 above.
3. In case the number of overtime hours exceeds 60 hours per month, CUC will pay overtime allowance calculated with the additional rate of 25% for the portion exceeding 60 hours in addition to overtime allowance prescribed in paragraphs 1 and 2 above.
4. In case holidays are less than 4 days off in a 4-week period, CUC will pay overtime allowance with the additional rate of 35% for the number of hours needed to reach 4 days pursuant to the provisions of the Labor Standards Act.

Article 39 (Deduction from Wages for Time Off)

1. CUC will not pay for the time off taken by Employee by not showing up, arriving late, leaving early, attending personal affairs, etc.

Article 40 (Bonus and Retirement Allowance)

1. Employee will not be paid any bonus or retirement allowance.

Article 41 (Allowance for Absence from Work)

1. In the event of an absence from work for reasons attributable to CUC, CUC will pay an allowance equal to 60% of the average daily wage per day. The average daily wage is calculated by dividing the total amount of last 3 months wages by the total number of last 3 months calendar days.
2. The above provision will be applicable to Employee who are ordered by CUC to take a leave of absence even though their employment contract with CUC has been converted into an indefinite-term contract or their dispatch contract has been terminated before the expiration of their employment contract for reasons not attributable to them and due to CUC's inability to find another Client, etc.
3. When Indefinite-term employee refuses to execute the work which CUC assigned as a new work place and/ or opportunity due to employee's personal reason, CUC will not pay absence allowance regardless of the above paragraph 1 and 2.

Chapter 7. Safety and Health

Article 42 (Safety and Health Compliance Obligation)

1. Employee must observe applicable laws and regulations and the regulations established by CUC to prevent accidents.

Article 43 (Health Management)

1. Employee, who has been employed by CUC continuously for 1 year or longer by renewing their employment contract and whose prescribed weekly working hours are at least four-thirds of those of the regular employees of CUC engaged in similar work, must take a medical checkup once a year at a medical institution designated by CUC.
2. Based on the results of the medical checkup, CUC may order Employee to take necessary measures for maintaining their health.
3. Employee who refuses to take a medical checkup without justifiable reason may be subject to disciplinary action.
4. If, as a result of the medical checkup prescribed in the preceding paragraphs, Employee is found unfit to perform the whole or a part of their work, CUC may prohibit them from working, reduce their working hours, or take other measures for a certain period based on the opinion of an occupational health physician or a physician designated by CUC.

Article 44 (Stress Check)

1. CUC will conduct a stress check for Employee once a year to assess their stress levels.
2. The result the stress check set out in the preceding paragraph will be informed by the physician or other health worker who conducted the stress check directly to each Employee and will not be disclosed to CUC without Employee's consent.
3. If Employee who has taken the stress check set out in paragraph 1 and satisfies the legal requirements so requests, CUC will provide face-to-face guidance sessions by a physician.
4. Based on the result of the face-to-face guidance set out in the preceding paragraph, CUC may obtain the opinion of the physician and implement necessary measures for maintaining the health of Employee, including changing their workplace or duties and reducing their working hours.

Chapter 8. Accident Compensation

Article 45 (Compensation for Accidents During Work and Commuting)

1. When Employee suffers injury, illness, damage, or death at work or while commuting, CUC will provide compensation pursuant to the Labor Standards Act, the Industrial Accident Compensation Insurance Act, and other applicable laws and regulations.

Chapter 9. Education/Training and Inventions/Ideas

Article 46 (Education and Training for Skill Improvement)

1. Employee may use CUC's training facilities for the purpose of improving their professional skills and abilities.

Article 46-2 (Education and Training for Career Enhancement)

1. CUC will provide necessary education and training for Employee for improving their knowledge and skill levels for career enhancement.
2. Employee who is instructed by CUC or the Client to participate in any education or training program cannot refuse such participation without justifiable reason.
3. As a general rule, education and training programs for career enhancement will be conducted during the designated working hours. When such education or training is carried out beyond the prescribed working hours, CUC will pay overtime allowance for the portion exceeding 8 hours a day or 40 hours a week unless otherwise stipulated in individual employment contracts. When such education or training is conducted on a holiday of CUC or the Client, such holiday will be exchanged with another workday in advance, or overtime allowance will be paid for working on a day off.
4. When the travel expense for attending an education/training program exceeds the commuting expense, CUC will pay the difference.
5. Education and training for career enhancement will be conducted within the premises or facilities of CUC or the Client; provided, however, that CUC or the Client may instead conduct such education and training by providing educational materials or using online learning or other tools if deemed necessary under unavoidable circumstances. Payment of wages for education and training based on such educational materials or online learning will be set forth separately.

Article 47 (Handling of Inventions/Ideas)

1. Employee must keep record of all inventions and ideas conceived in connection with their duties and submit such record to CUC and the Client via the head of the department of the Client to which they belong. In addition, all patent, utility model, and design and industrial property rights in Japan and abroad pertaining to such inventions and ideas may be transferred from Employee to the Client, and Employee will have no objection to such transfer.
2. In the above event, CUC or the Client will, if necessary, compensate Employee for such transfer in the amount separately set forth.

Chapter 10. Awards and Disciplinary Actions

Article 48 (Awards and Disciplinary Actions)

1. Awards and Disciplinary actions shall be determined in accordance with Regulation for Awards and Regulations for Disciplinary Actions.

Chapter 11. Benefits

Article 49 (Usage of Benefit Facilities)

1. Employee can enjoy usage of benefit facilities.

Article 50 (Congratulatory and Condolence Allowances)

1. Congratulatory and Condolence Allowances shall be defined as below.

Marriage	20,000 JPY
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Childbirth	10,000 JPY
Death (Him/Herself)	50,000 JPY
Death (Spouse)	10,000 JPY
Death (Parents and Children)	10,000 JPY
Disasters*	10,000 JPY

* Disaster relief allowance will be applied when an employee suffers damage to the home in which he or she resides in Japan and the belongings in that home due to a fire, earthquake, wind or flood damage, or other unforeseen disaster.

2. The congratulatory and condolence allowance shall be granted to employee who has been employed continuously for over 6 months as of the occurrence of each event.
3. To receive the congratulatory and condolence allowance, Employee shall be required to submit the application form and attached the following official certificate.
 - (1) Marriage - Family Register Certificate or Marriage Certificate
 - (2) Childbirth - Family Register Certificate or Birth Certificate
 - (3) Death - Translation of Family Register Certificate or Death Certificate
 - (4) Disasters - Disasters Certificate from the mayor or general manager of fire station/police station
4. The congratulatory and condolence allowance shall not be granted in case the application is not submitted to CUC within 3 months after the occurrence of the event.
5. Other cases shall be considered on each occasion.

Chapter 12. Conversion to Indefinite-term Employment Contract etc.

Article 51 (Conversion to Indefinite-term Employment Contract)

1. Fixed-term employee whose total contract period exceeds five years excluding cases where the total contract period has been reset (cooling) may convert to an indefinite-term contract, starting from the day after the last day of the contract period of the current fixed-term employment contract, by applying in the separately prescribed form.

Article 52 (Working Conditions for Employee Converted to Indefinite-term Contract)

1. Working conditions of employee who converted to indefinite-term employment contract in accordance with the preceding article (Workplace, work description, scheduled working days, scheduled working hours, wages, etc.) will be determined individually by CUC at the time of conversion to indefinite-term contract and at any other time as necessary (based on the amount shown in the attached wage table under the labor-management agreement for FY Reiwa7) , taking into consideration of job description, work experience, skills, and abilities and business situation of client and social and economic conditions. The working conditions after conversion of indefinite-term contract does not guarantee the working conditions before the conversion, and there is a possibility that they may change for better or worse.

Article 53 (Fixed Retirement Age for Indefinite-Term Employee)

1. The fixed retirement age for an indefinite-term Employee is 60 years of old, and the employment will automatically expire on the day following the end of the month in which Employee reaches 60 years old.
2. Notwithstanding the preceding paragraph, in case of Employee whose employment has been converted into indefinite-term employment after reaching 60 years old shall automatically expire on the day following the end of the first birth month after conversion to an indefinite-term employee.

Article 54 (Continuous Employment After Retirement for Employee Converted to Indefinite-term contract)

1. When indefinite-term-employee who has retired in accordance with article 53 before reaching to 65 years old wishes to continue employment, CUC will continue employment until the end of the 65th birth month, provided that none of reasons for resignation or dismissal set forth hereunder are applicable. For such continued employment, employment conditions will be determined individually by CUC, the term of which will, as a general rule, be 1 year subject to renewal annually.
2. The criteria for determining whether or not to renew employment contract in the preceding paragraph shall be as follows.
 - (1) Workload at the end of the contract period and progress of the work employee engaged in
 - (2) Employee's Health conditions
 - (3) Employee's work performance, attitude, and capabilities
 - (4) Business situation of CUC

Chapter 13. Others

Article 55 (Revision or Abolition of the Regulation)

Revision or abolition of the regulation will be decided by the board of directors. However, minor changes such as changes of organization name will be decided by Professional Division Manager.

This Regulation will take effect as of September 1, 2005.

Revised on October 1st, 2010

Revised on October 1st, 2013

Revised on July 1st, 2018

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