

Employment Agreement

Article1 Employment

The company hereby employs the Employee as its Technical Support Engineer, and the Employee hereby agrees to serve in such capacity on an exclusive basis for the period beginning January 1, 2012, and ending on the date on which the Employee's employment is terminated in accordance with the employment period. The Employee hereby represents and warrants that the execution and performance of this Agreement will not result in or constitute a default, breach or violation of any understanding, agreement or commitment, written or oral, express or implied, to which the Employee is a party.

Article 2 Term

The term of this Agreement shall commence as of January 1 2022, and unless terminated earlier pursuant to the terms of this Agreement, shall continue for a period of 1 year thereafter until and including December 31 2022. The Employee's employment hereunder shall thereafter automatically be extended and continue for successive 1 year term, unless terminated by either party at the end of any such 1 year upon 90 days prior written notice.

Probation

The first 3 month of Employment shall constitute a probationary period and the Company may, at its absolute discretion, terminate the Employee's employment for any reason whatsoever at any time during this period without notice. The Company may extend any period of probation at its discretion.

Permanent Employee

If employee works more than 5 years with renewed agreements, permanent position of the Company is granted and the employee can work until 65 years old before his/her pensions are given.

Article 3 Duties

The Employee shall be employed as a Technical Support Engineer of IT Company or such other role as the Company may require from time to time having regard to the needs of the business and the Employee's skills, qualifications and experience. Details of the Employee's duties shall be communicated upon commencement of employment; provided, however, that the Company reserves the right to change the title and position of Employee whenever the Company determines, at its sole discretion, that such a change is deemed necessary for business purpose.

Duties of the Employee

During the term of this Agreement, the Employee shall be employed by the Company as the Technical Support Engineer of the Company. The Employee shall be based in the Company's office in Tokyo. The parties hereto acknowledge, however, that the Employee may be required to travel extensively in connection with the performance

of her duties hereunder.

The Employee shall report to the Manager in charge of IT& Technical support department.

The duties of the Employee shall include, among other things: communicating with the Manager of the Company; assisting and budgets; and implementing the maintenance of IT assets & providing technical support to the customers and internal users.

The Employee shall also assume such responsibilities, perform such duties and have such authorities as may, from time to time, be assigned, delegated or limited by the Manager.

Monthly Report

In each month, during the term hereof, the Employee shall provide to the Manager a written report covering the Company's business operations and result during the prior month, including without limitation.

Place of Work

The Employee's ordinary place of work shall be Tokyo and such other place within Kanto Area as the Company may require him/her to meet its business needs and for the proper performance of the Employee's duties.

Dovote Full Time to Company

The Employee shall devote full time, attention, and energies to the business of the Company, and engage in any other business activity, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage. The Employee is not prohibited from making personal investments in any other businesses; provided, however, that these investments do not require active involvement in said business. Furthermore, during the term hereof, the Employee shall not engage in any business or activity directly or indirectly competitive with or adverse to the business or welfare of the Company.

Articles 4 Work Hours and Holidays

1 Work hours and breaks shall be as follows.

Work hours: 8 hours (from 9:00 to 18:00)

Breaks: 60 minutes (from 12:00 to 13:00)

2 Holidays shall be as follows:

- a. Saturday and Sunday
- b. National holidays
- c. Year End and New Year holidays (from December 29 to January 3)
- d. Paid annual leaves: 10 days per year

Hours of Work

The Employee shall work 36 hours in every week as agreed with the Company, and at times agreed with the Company. The Employee may from time to time be required to work such additional hours as necessary for the proper performance of his duties. The Employee acknowledges that he shall not receive any additional remuneration for any such additional hours worked by him.

Articles 5 Compensation

Subject to the following provision of this Agreement, during the Employment Period, the Employee shall be

compensated for his services, subject to any withholding requirements as may be imposed by applicable authorities and less other normal employee deductions as follows:

- (a) A basic salary per annum, payable in equal monthly installments on the 25th day of each month, in an amount which shall initially be \$100000 per annum, subject to an annual review by the Company.
- (b) A bonus, payable in July and December of each year taking into consideration the business performance of the Company and the contribution of the Employee; provided, however, that such determination may be made at the sole discretion of the Company.
- (c) All reasonable expenses arising has been authorized with provision of appropriate receipts before these expenses are incurred.

Reimbursement of Reasonable Business Expense

The Company shall reimburse the Employee on a monthly basis for all authorized, approved and reasonable expenses incurred and paid by the employee in the course of the performance of her duties under this Agreement and consistent with the policies, rules and regulations of the Company relating to concurring and reimbursement of such business expense.

Article 6 Annual Leave

The Employee may not, without the prior written consent of the Company, carry forward more than 5 days holiday from one year to the next. Any authorized holiday that is carried forward must be used within 30 days of the beginning of the following year. Upon termination of the Employment, the Employee shall be entitled to be paid in lieu of all accrued but untaken holiday which he is entitled to. The basis for calculating the value of the payment shall be 1/360 of the Employee's normal basic salary, rounded up to the nearest half day.

Article 7 Allowance

1 The Company shall pay to the Employee the following allowances at the time of payment of the monthly basic salary.

- (a) Commuting allowance at cost
- (b) Family allowance: ¥10000 per month, child allowance; ¥50000 per month for each children.

2 The Employee shall be reimbursed for business expense in accordance with the regulation of the Company.

3 In case of overtime work and work on holidays, as and when such work is requested by the Company, the following extra allowances shall be paid by the Company to the Employee at the time of payment of the monthly basic salary which shall be calculated in accordance with her average rate.

- (a) Overtime during 22:00 to 5:00 of the following day: 150% of the hourly rate.
- (b) All other overtime work: 125% of the hourly rate.
- (c) Holiday work: 125% of the hourly rate.

4 It is confirmed and acknowledged that Employee shall not be entitled to any benefits, payments or disbursements unless expressly specified herein.

5 The Employee may utilize the standard accommodations provided by the Company to the Company's regular employees.

Article 8 Fringe Benefits

In addition to any other rights the Employee may have hereunder, the Employee shall also be entitled to receive

those fringe benefits, including, but not limited to, group life, disability, medical, dental and other insurance, retirement, pension, profit-sharing and similar plans, etc., as may be provided by the Employer to similar employees of the Employer.

The Employee shall comply with all stated standards of performance, policies, rules, and regulations of the Company. A company manual containing a more complete explanation of these standards has been given to the Employee. At this time, the Employee acknowledges receipt of the company manual. The Employee shall also comply with such future company policies, rules, regulations, performance standards and manuals as may be published or amended from time to time.

Article 9 Termination

This Agreement may be terminated because of the occurrence of any of the following events.

- (a) The death of the Employee;
- (b) The failure of the Employee to perform his duties satisfactorily after notice or warning thereof.
- (c) Just cause based upon nonperformance of duties by the Employee; or
- (d) Economic reasons of the Company which may arise during the term of this Agreement and which may be beyond the control of the Company.

Disability

If the Employee is absent from work for any reason for a continuous period of over 5 months, however, the Company may terminate the Employee's employment, and the Company's obligation under this Agreement shall cease on that date. For the purpose of this Agreement, the term "Disability" means a physical or mental disability, and which means the Employee is incapable of performing duties under this Agreement, as determined by an independent physician selected by the Company and agreed by the Employee.

But equal opportunities of employment in the Company may need to be provided even to the person who has "Disability", if possible. New agreement, including new work-shift & work hours of Article 4, for those who have "Disability" during his/her remission after the long terms of sick leave may need to be redesigned and renewed if he/she can work within his/her limitation with the power of his/her disability certificate according to the welfare laws of the countries. The employee welcomes help of pension plans and its expected amounts.

Articles 10 Termination Without Just Cause

Without just cause, the Company may terminate this Agreement at any time upon 30 days' written notice to the Employee. If the Company requests, the Employee shall continue to perform his/her duties and may be paid his/her basic salary up to the date of termination. In addition, the Company shall pay the Employee on the date of the termination a severance allowance of \$1000 less taxes required to be withheld.

The Company reserves the right at its discretion, to terminate the Employment immediately without giving the period of notice referred to above by paying to the Employee his basic salary (less deductions of tax and national insurance) in lieu of all or part of his notice period as the case may be. Such payment in lieu of notice shall not include any element in relation to any holiday entitlement that the Employee would have accrued had he worked the full period of notice.

Without just cause, the Employee may terminate employment upon 15 days' written notice to the Company. The Employee may be required to perform his or her duties and shall be paid the basic salary to date of termination but shall not receive severance allowance.

Article 11 Termination With Cause

The Company may terminate this Agreement for just and substantial cause, but only after written notice specifying the cause of such action shall have been rendered to the Employee by the Company. Without limiting the forgoing any one or more of the following events, it shall constitute just and substantial cause, and this Agreement thereupon may be immediately terminated by the Company and neither party thereafter shall have any further obligations or responsibilities hereunder:

- (1) Any conduct of the Employee which is materially detrimental to the reputation or business operations of the Company.
- (2) Any gross or habitual neglect of duty or misconduct of the Employee which is materially detrimental to the Company;
- (3) Any prolonged absence by the Employee from her duties and responsibilities without the prior written consent of the Company, other than absence because of vacation or sick leave, or absence arising out of disability;
- (4) Any failure of or refusal by the Employee to faithfully and diligently perform his / her duties and responsibilities under this Agreement, which is not cured by the Employee within 30 days from written notification hereof to the Employee by the Company; or
- (5) Any failure of or refusal by the Employee to comply with the policies, rules and regulations of the Company as from time to time may be made known to the Employee, which is not cured by the Employee within 30 days from written notification thereof to the Employee by the Company.

Article 12 Confidential information

The Employee acknowledges that Confidential Information are exclusively owned by the Company.

The Employee acknowledges that during the Employment he shall have access to and use of Confidential Information in connection with his / her duties under this Arrangement.

The Employee agrees that he shall not either during the Employment or at any time thereafter (unless authorized to do so by the Company in writing directly or indirectly (i) use for his own benefit or the benefit of any third party or (ii) disclose or permit the disclosure of any Confidential Information.

The Employee agrees that he shall at all times use his best endeavors to protect Confidential Information and prevent the unlawful disclosure or publication of it.

Upon any termination or expiration of this Agreement, the Employee shall immediately surrender and deliver to the Company, the Confidential Information, any documents or materials, or copies thereof.

Article 13 Discipline and Grievance

The Employee is subject to the Company's disciplinary and grievance policies, copies of which can be obtained from company.

The Company may suspend the Employee for a period of up to 3 weeks for the purpose of carrying out disciplinary investigation into any allegations that might be raised against him. During such period of suspension, the Employee shall receive his usual pay and benefit.

Article 14 Non – Competition

It is acknowledged and agreed that following termination of the Employee's employment with the Company for any reason whatsoever, the Employee shall not hire or attempt to hire any current employees of the Company.

It is acknowledged and agreed that following termination of the Employee's employment with the Company for any reason whatsoever, the Employee shall not solicit business from current clients or clients who have retained the Company in the 6 months period immediately before the Employee's termination.

Covenant not to Compete

The Employee shall not, at any time during the period hereof, and for 1 year from the date of termination of this Agreement, directly or indirectly, whether paid or unpaid within a 100- mile radius of the Company, be employed by or engage in, or become involved in any business competitive or similar to that of the Company, without the written approval of the company.

Employee Invention

Acknowledgement

The Employee acknowledges and agrees that in consideration of employment by the Company, and receipt of a share of licensing revenues from the commercialization of invention by the Company, all invention ("Inventions") that (a) the Employee develops using Company's equipment, supplies, facilities, time personnel or trade secrets, or (b) result from work he/she performs for the Company, or (c) relate to the Company's actual or demonstrably anticipates research and/or development, are the sole and exclusive property of the Company. Th Employee agrees to assign, and hereby does assign, all such Inventions to the Company.

Assignment

To the fullest extent under applicable law, the Company shall own all right, title and interest in and to all Inventions (including all intellectual property rights therein or related thereto) that are made, conceived or reduced to practice, in whole or in part by the Employee during the term of the Employee's employment with the Company and which arise out of any use of Company's facilities or assets or any research or other activity conducted by, for or under the direction of the Company (whether or not conducted at the Company's facilities, during working hours or using Company assets), or which are useful with or relate directly or indirectly to any "Company Interest" (meaning any product, service, other Invention or Intellectual Property Rights that is sold, leased, used, proposed under consideration or under development by the Company)

The Employee shall promptly disclose and provide all of the forgoing Invention (the "Assigned Inventions") to the Company. The Employee hereby make and agree to make all assignment to the Company necessary to effectuate and accomplish the forgoing ownership.

Assigned Inventions shall not include any Invention that is both (i) developed entirely on the Employee's own time, without use of any Company assets, ideas or direction and (ii) not useful with or related to any Company Interest.

Assurance

The Employee shall further assist the Company, at its expense, to evidence, record and perfect such assignments, and perfect, obtain, maintain, enforce and defend any rights specified to be so owned or assigned. The Employee

hereby irrevocably designate and appoint the Company and its officers as the Employee's agents and attorney-in fact coupled with an interest, to act for and in the Employee's behalf to execute and file any document and to perform all other lawfully permitted acts to further the purpose of the forgoing with the same legal effect as if executed by Employee.

Article 15 Notice

All notices required or permitted to be given under this Agreement shall be in writing and shall be given by telecopy, email, internationally reputable courier, including FedEx and DHL, or prepaid registered airmail letter to the addresses shown below or to such other addresses as the parties may designate in writing. Notice given by telecopy or email shall be deemed to have been received on the day following its dispatch and notice given by registered airmail shall be deemed to have received 7 business days after mailing.

Atten:

Section:

Address:

E-mail:

Facsimile:

Atten:

Section:

Address

E-mail

Facsimile:

Article 16 Severability

In the event that any other provisions of this Agreement proves to be the invalid, illegal or unenforceable, that will not in no way affect, impair or invalidate any other provision, and other provisions of this Agreement will be in full force and effect.

Article 17 Assignment

This Agreement or any part of this Agreement may not be assigned or transfers by either party without prior written consent of other party. Any assignment or transfer without such consent shall be null and void.

Article 18 Relationship of the Parties

The relationship of the parties hereto under this Agreement is that of independent contractors. Nothing herein shall be deemed to make either party an agent, partner or joint venture of the other. Further, nothing herein shall be deemed to grant to either party in any manner any right or authority to assure or create any obligation or other liability of any kind, express or impaired, on behalf of the other, or bind the other.

Article 19 Remedies

Each right, power and remedy of each party hereto, as provided for in this Agreement whether now or hereafter

existing at law or in equity, or by statute or otherwise, shall be cumulative and concurrent, and shall be in addition to every other right, power and remedy provided for in this Agreement now or hereafter existing at law or in equity, or by statute or otherwise.

Article 20 No Waiver

No failure or delay of either party to require the performance by other of any provision of this Agreement shall in any way adversely affect such provision after that. No waiver by either party of a breach of any provision of this Agreement shall be taken to be a waiver by such party of any succeeding breach of such provision nor a waiver of the provision itself.

Article 21 Survival

The provisions of Confidentiality, Governing Law, Arbitration, Mediation shall survive the expiration or termination of this Agreement.

Article 22 Headings

The Section headings set forth in this Agreement are of convenience only and shall not be considered for any purpose in interpreting or construing this Agreement.

Article 23 Language

The governing language of this Agreement shall be English. If a Japanese translation hereof is made for reference, only English original shall have effect of a contract and such Japanese translation shall have no effect.

Article 24 Counterparts

For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same documents.

Article 25 Jurisdiction

Any dispute arising out of, or in relation to this Agreement shall be subject to the exclusive jurisdiction of Tokyo District Court.

Article 26 Hardship

If any substantial change which make either party's performance of any obligation under this Agreement difficult occurs, the parties shall discuss in good faith to review the conditions of this Agreement and may agree to amend this Agreement.

Article 27 Discussion

Any matters not provided for herein or any doubt over the interpretation hereof shall be discussed and determined in good faith by the parties hereto.

Article 28 Amendment

No supplement to modification of or amendment to this Agreement may be valid unless agreed in writing signed by the duly authorized representatives of both parties hereto.

Article 29 Parol Evidence

All oral agreement heretofore or hereafter made and purporting to modify the provisions of the Agreement, and prior agreement shall have no force and effect. No provisions or terms of this Agreement may be waived or amended except by supplemental written agreement executed by both parties.

Article 30 Entire Agreement

This Agreement continues to the entire agreement between the parties and supersedes any prior written or oral agreements between the parties concerning the subject matter. No modifications of this Agreement shall be binding unless executed in writing by both parties.

IN WITNESS WHEREOF, the parties here to have caused this Agreement by their duly authorized representatives as of the date first above written,

Signed at this day of April 20, 2021

Phone Number:

Address:

Title

Printed Name of the Employee:

Signature:

Signed at this day of April 20, 2021

Phone Number:

Address:

Title:

Printed Name of the Employer:

Signature: