

These terms constitute the agreement for the use of the service provided by JAC International Co., Ltd. (hereinafter referred to as the "Company"). Please confirm and accept these terms when you use the service.

■ Article 1 (Service of the Company)

"Service of the Company" (hereinafter referred to as the "Service") means the Outplacement support services and other services provided by the Company directly or through the Company's website, etc. The Company provides referral service and other services where the Company proposes to registrants (job seekers) a future career or introduces companies that are thought to be suitable for making a job change free of charge or introduces seminars, taking into consideration the registrant's previous career, skills, aptitude, and aspirations for the future. The Company provides a job referral service in accordance with the Employment Security Act. Details of the scope of the Services are as follows.

- (1) The Company will responsibly endeavor to promptly place or outplace registrants in a job that matches their wishes and abilities. The Service from registration to joining the company is free of charge.
- (2) We handle all types of jobs in Japan and overseas (Singapore, Malaysia, Thailand, South Korea, Vietnam, India, United Kingdom, Germany). (However, this shall not apply to international referrals if there are any restrictions pursuant to the laws and regulations of the other party country.)
- (3) We cannot introduce recruiting companies that have a strike. In addition, we cannot introduce job offers that violate laws and regulations. (This is not a guarantee that a job is not illegal.)
- (4) We will not discriminate against any person on the grounds of race, nationality, creed, sex, social status, family origin, former occupation, membership of a labor union, etc.
- (5) The Company's consultants may introduce the registrant an outsourcing project based on the registrant's skills and aptitude. In the event that the registrant accepts the outsourcing project introduced by the Company, the registrant will enter into an outsourcing agreement with the Company (or the Company's client company), and the detailed terms and conditions for such outsourcing project (including but not limited to scope of service, outsourcing fee, and other detailed conditions etc.) shall be in accordance with the such outsourcing agreement.

■ Article 2 (Registrant)

1. "Registrant" means a person who has applied for the use of the Service and been approved by the Company, and who is actually using the Service.
2. The registrant shall be deemed to have fully consented to the use of the Service in accordance with the provisions of these terms, including the amended terms, at the earlier of the time when the registrant applies for the use of the Service or when the registrant actually commences the use of the Service.

■ Article 3 (ID and password)

1. An ID and password may be issued to the registrant.
2. The registrant shall be responsible for the use and management of the ID and password issued and granted to it.
3. The registrant may not allow a third party to use his/her ID and password, or assign, lend, change the name of, sell and purchase, or provide as a security his/her ID and password for any reason whatsoever.
4. The registrant shall be liable in full for any damage arising out of the use of the ID/Password by a third party and any damage arising out of the unauthorized use of the ID/Password by the registrant or a third party, regardless of whether it is attributable to the registrant in terms of use or management, and the Company shall have no liability therefor.

■ Article 4 (Personal information)

1. (Definition of personal information)

"Personal information" means information about an individual that can identify the individual by name, date of birth, address, work history, number or symbol assigned to an individual such as telephone number, e-mail address, or other code, image or voice. The Company handles information that can identify an individual in combination as personal information.

2. (Protection and management of personal information)

The Company has appointed the Employment Placement Managers of the Company as the Personal Information Protection Manager to appropriately and safely manage the personal information of registrants and has taken protective measures to prevent leakage, loss or damage.

3. (Purpose of use of personal information)

The Company will use the personal information of the registrant within the scope of legitimate business operations in order to introduce employment and provide related information, etc. Whether the registrant provides the Company with his/her personal information depends on the registrant's own judgment, but if the registrant does not provide his/her personal information, introduction of a job offer, etc. may be affected.

4. (Provision or delegation of personal information)

The Company will not provide or entrust personal information of registrants to a third party, except in the following cases.

- (1) When we provide personal information received from a registrant for a specific purpose with the consent of the registrant, such as to send or bring it to a recruiting company with which a contract has been concluded that includes matters concerning the appropriate handling of personal information.
- (2) When a subcontractor provides information or a service by direct mail, e-mail, or other means on behalf of the Company for purposes of providing information related to the Service.
- (3) When we accumulate or analyze personal information and disclose statistical data by processing such information into a form that does not allow identification or specification of individuals for the purpose of providing statistical information.
- (4) When we are required to make legal disclosure by laws and regulations or governmental agencies such as a court, etc.

5. (Confidentiality agreement when entrusting personal information)

When operations are outsourced externally in whole or in part, the Company strictly selects outsourcees on the condition that they have established and implemented a management system that can appropriately protect personal information, enters into confidentiality agreements with outsourcees and strictly controls the personal information of registrants.

6. (Notification of purpose of use, disclosure, correction, addition or deletion concerning personal information; suspension of use, removal, suspension of provision)

If the registrant wishes to receive a notice of the purpose of use, disclosure (including records of the provision of their personal information to third parties), correction, addition, deletion, suspension of use, removal, or suspension of provision of his/her personal information, please notify "Customer Service Center" of the Company. In such case, we will promptly respond after confirming the identity.

JAC International Co., Ltd. Customer Service Center

14th floor, Jinbo-cho Mitsui Building, 1-105 Jinbo-cho, Kanda, Chiyoda-ku, Tokyo, 101-0051

Tel: +81 (0) 3 5259 9886 E-mail address: crm@support.jac-international.jp

*When answering a call, the contents of the conversation may be recorded for confirmation and recording, etc.

■ Article 5 (Provision of service)

In providing the Service, the registrant shall agree in advance that the Company will contact you in the manner designated by you (e-mail, direct mail, postal mail, telephone, fax, etc.). The same shall apply to those who have registered (provisional registration) only basic information such as name, date of birth, e-mail address or telephone number.

■ Article 6 (Information provided by the Company)

Among the information provided on the Company's website, information of a third party such as company information, company advertisements, job advertisements and other information provided by a third party (hereinafter referred to as the "Third Party Information") are published and provided at the responsibility of the third party, so the Company does not warrant the correctness, completeness, comprehensiveness, accuracy, legality, safety, usefulness, effectiveness, appropriateness, etc. and shall not be liable for any damage arising from the Third Party information.

■ Article 7 (Job offer matching)

The Company will match the content of an application provided by the registrant with the terms of a job offer desired by the recruiting company, but cannot provide the criteria for consideration or the reason for the decision. After accepting a request for application from a registrant to the recruiting company, the Company may, upon request of and on behalf of the recruiting company, evaluate the suitability of such job offer.

■ Article 8 (No warranty)

1. The Company does not warrant that the website is free of error or other failures, the servers, etc. are free of viruses or other hazardous elements, and there is no defect in the infrastructure, system, etc. for the provision of the Service.
2. The Company makes no warranty that the use of the Service by the registrant will not infringe any rights of third parties.
3. The Company does not warrant that the use of the Service by the registrant will be useful or effective, such as that the registrant will necessarily succeed in finding employment, changing their job or advancing their career.
4. The registrant shall have consented to the use of the Service after having fully understood the matters stated in each of the preceding paragraphs, and shall, in using the Service, take necessary measures in advance at its own responsibility and expense to prevent the occurrence of any cost or damage due to lack of such warranty (storage of backups of materials, etc., combined use of other means of seeking employment and changing jobs, etc.).
5. The Company shall not be liable for any damage caused by the content set forth in each of the preceding paragraphs.

■ Article 9 (Change, suspension, termination, etc. of the Service)

1. In the event the Company determines that any of the following events has occurred, the Company may change the content of the Service or suspend the Service for a necessary period without prior notice or approval of the registrant.
 - (1) When there is regular maintenance or inspection, renewal or urgent necessity for the infrastructure, systems, etc. (collectively, the "System") to provide the Service.
 - (2) When it is difficult to provide the Service due to force majeure such as damage caused by viruses that cannot be prevented by reasonable virus countermeasures that should normally be taken, fire, power failure, acts of God, etc.
 - (3) When an unexpected system failure, etc. occurs.
 - (4) In addition to the above, when it is difficult to provide the Service due to unforeseen circumstances.
2. In addition to the cases set forth in the preceding paragraph, the Company may suspend or terminate the provision of the Service for unavoidable reasons by providing advance notice on the website with a notice period or by notifying the registrants.
3. The Company shall not be liable for any damage caused by the content set forth in each of the preceding paragraphs.

■ Article 10 (Matters to be observed by registrants)

The Company asks registrants to comply with the following matters in order to introduce employment that conforms to the registrants pursuant to the provisions of Article 5-7 of the Employment Security Act, to maintain the relationship of trust with the registrants and to provide the Service smoothly. If the registrant does not cooperate, the Company may temporarily suspend the provision of the Service to the registrant unavoidably.

- (1) Each of the matters set forth in these terms must be complied with.
- (2) Personal information necessary for the provision of the Service requested by the Company must be provided.
- (3) The curriculum vitae and work experience must be accurately prepared, including the period of leave of absence and period of lack of employment.
- (4) Information obtained through the Service must not be used beyond the scope of the private use of the Service, whether by replication, sale, publication or otherwise.
- (5) The Service must not be used for profit-making information-provision activities, business activities, missionary work, etc.
- (6) You must not directly contact the recruiting company introduced through the Service, must not accept selection for employment or join the recruiting company, must not enter into an outsourcing agreement and other agreement with recruiting company, without obtaining approval from the Company.
- (7) You must not conduct any act that is against the public order and morals.

If you do not contact us for a period of one (1) month or longer after the date of notice of start of the Service or fail to respond to any communication from the Company without justifiable reason, it will be deemed that you do not wish the Service to continue to be provided.

■ Article 11 (Prohibition of acts in violation of laws and regulations)

- The registrant shall not commit any act that is contrary to laws and regulations such as the following when applying for the use of the Service and when using the Service. In the event that the registrant is found to be in breach of this Article, the Company may refuse the registrant's application for the use of the Service or suspend or terminate the provision of the Service without demand, and the registrant shall accept the same. The Company shall not be liable for any damage incurred by the registrant as a result of this. The provisions in this paragraph shall not preclude the Company from claiming compensation for damages against the registrant.
 - An act that slanders, threatens, or extorts other registrants or third parties, or an act that is likely to have such effect.
 - An act to infringe upon any right of other registrants or third parties, including copyrights, trademark rights and other intellectual property rights.
 - An act to infringe upon property, reputations, privacy, portrait rights, etc. of other registrants or third parties.
 - An act that interferes with the operation of the Service, or that damages or may damage the credibility or reputation of the Company.
 - An act that slanders, threatens, or extorts the Company (including officers and employees of the Company) and any other act that hinders or may hinder the normal and smooth operation of the business of the Company.
 - Any other act that leads to a criminal offence.
 - Any other act that violates or may violate any laws and regulations.
- The registrant shall make the following representations at the time of applying for the use of the service and for the future.
 - It does not fall under the anti-social forces (meaning organized crime group, member of an organized crime group, person who has been an organized crime group member within the past five (5) years, an organized crime group sub-member, an organized crime group affiliate company, a corporate racketeer, etc., a group engaging in criminal activities under the pretext of conducting social campaigns or a crime group specialized in intellectual crimes, etc., or a person equivalent to any of the foregoing).
 - It has no socially repugnant relationship with anti-social forces.
- In this Article, the Company shall not be obliged to disclose the grounds or reasons for its decision, answer questions, etc. or make any response.

■ Article 12 (Confidentiality obligations)

The registrant shall keep in confidence information of the Company and the Company's customers and other parties that is held in confidence (including all information that would cause a de facto disadvantage to the right holder of the information if the information became publicly known, whether in business or technical terms) and personal information of other persons obtained through the use of the Service, and shall not, whether by itself or by having a third party do so, improperly damage, lose, publish, use, reproduce, copy, disclose, provide or divulge, etc. the same without prior consent of the person entitled to the information.

■ Article 13 (Responsibility of the registrant)

- The registrant shall use the Service at its own responsibility.
- The registrant shall be responsible for all information entered upon the use of the Service, and the Company shall not be responsible therefor.
- The registrant may use all information obtained through the use of the Service only within the scope of personal use to collect information on changing jobs, seeking jobs or career advancement through the Service, and shall not use the information for any purpose other than this purpose or disclose it to a third party without reason.
- Registrants shall enter into a labor contract with the recruiting company after directly confirming the working conditions or other contract terms with the recruiting company at their own responsibilities. Registrants shall agree that the working conditions notified by the Company to the registrant at the time of job referral do not conclusively guarantee that registrant will enter into an employment contract under such working conditions.
- The registrant shall agree in advance that, if the Company makes an inquiry to the recruiting company as to the employment of the registrant pursuant to Article 32-16 (iii) of the Employment Security Act after the registrant enters into an indefinite-term employment contract with the recruiting company based on the use of the Service and joins such recruiting company, then such recruiting company shall answer such inquiry regardless of whether such employment continues at the time of such inquiry.

■ Article 14 (Exemption from liability)

- The registrants shall use the Service after agreeing that use of the Service does not guarantee the realization of changing jobs and that if any dispute arises with the recruiting company in connection with labor conditions and other contract terms, the registrants shall resolve it upon consultation with the recruiting company at their own cost and responsibility. In addition to those set forth in each provision of these terms, in the event that the registrant suffers damage as a result of the registrant using the Service and of there being an event attributable to the Company, the Company shall be liable only to the extent of damage actually suffered that would normally arise as a direct result thereof and shall not be liable for any other damage.
- The registrant agrees in advance that if the provision of the Service is delayed, becomes difficult or impossible due to an act of God or other causes that are not attributable to the Company, the Company shall not be liable for any and all damages incurred by the registrant.

■ Article 15 (Change of the Terms of Services)

- Except for the Article 4 (Personal Information), we reserve the right to change the Terms of Services at any time in any of the following cases:
 - In accordance with the provisions of laws and regulations.
 - In case it is reasonably necessary to prevent fraudulent or annoying acts that interfere with the provision of the Service.
 - In case it is necessary for security reasons in order to provide the Service safely, or in case it becomes necessary to change any terms herein regarding the system, etc.
 - In case we change the contents of the Service which is provided free of charge to the registrant to the extent of the purpose of the Service herein. (Including, but not limited to, addition, improvement, or expansion of the contents of the Services)
 - In case other changes are necessary in the provision of the Service to the extent that there is no disadvantage to the registrant.
- In the event we change the Terms of Services in accordance with the preceding paragraph, we shall notify the registrant the details of the change, the reason for the change, and the effective date of the change at least one (1) month prior to the effective date of the change by a method that allows the registrant to confirm the details of the change in an appropriate manner (including but not limited to posting on the website (<https://www.jac-international.jp/jp/terms/>), notifying by e-mail, or any other method that we deem it as an appropriate according to the contents of the changes.).
- If the registrant does not agree the changes in the Terms of Services, the registrant may terminate the contract with us at any time by canceling the registration for the use of the Services in accordance with Article 16 herein. If you do not cancel your registration for

the Services on or after the effective date stated in the notification by us in accordance with previous section, you will be deemed to agree to the changes in the Terms of Services.

■ Article 16 (Cancellation of Registration)

The registrant may cancel the registration for the use of the Services at any time by contacting the contact information provided in Article 22 herein.

■ Article 17 (Compensation for damage)

- In the event that the registrant breaches any of the provisions of these terms and causes damage to the Company, officers and employees of the Company, customers of the Company, other registrants, recruiting companies and other third parties, the registrant shall compensate for such damage at its own cost and responsibility.
- In the case of the preceding paragraph, if the Company receives a claim for damages from officers and employees of the Company, customers of the Company, other registrants, recruiting companies or other third parties, such claim shall be settled at the expense and responsibility of the registrant and the registrant shall cause the Company to be exempted from any liability.

■ Article 18 (Court of competent jurisdiction)

The Company and the registrant agree that the Tokyo Summary Court or the Tokyo District Court will be the court of first instance having exclusive jurisdiction over any disputes relating to the Service and these terms.

■ Article 19 (Governing law)

In interpreting these terms, Japanese law shall apply.

■ Article 20 (Partial invalidity)

In the event that any part of this Agreement violates the laws and regulations of Japan pursuant to the final official interpretation by the judicial or supervisory authorities and other administrative authorities and is held clearly illegal or invalid, the remaining part of this Agreement shall remain effective as before.

■ Article 21 (Handling of complaints)

If a complaint is filed, the person in charge of handling of complaint at the Company will promptly and appropriately respond to the complaint in coordination with Hello Work and other employment stabilization organizations, industry groups and competent authorities and, in the case of an overseas alliance matter, the partner employment referral agency.

■ Article 22 (Contact)

If you have any questions regarding these terms or personal information, please contact us at the following.

JAC International Co., Ltd. Customer Service Center

14th floor, Jinbo-cho Mitsui Building, 1-105 Jinbo-cho, Kanda, Chiyoda-ku, Tokyo, 101-0051
Tel: +81 (0) 3 5259 9886 E-mail address: crm@support.jac-international.jp
(Reception hours: 9:30 a.m. – 5:30 p.m. on weekdays *During New Year holidays response will be made on the next business day.)
*When answering a call, the contents of the conversation may be recorded for confirmation and recording, etc.

Supplementary Provisions

Drafted on July 1, 2011

The Company receives an introduction fee as a performance fee from job offerer(recruiting company).

Outplacement support service for the registrants is free of charge.

Based on the employment Security Act, the fee rate and the initial fees submitted to the Ministry of Health, Labour and Welfare are stated as follows.

The fees and initial fees shown below are the maximum amount and the fee rate of your company is set forth separately in the application and the agreement.

[Upper Limit of Notified Fees] As of February 10, 2020

Types and Contents of Service	Amount of Fees and Payer	
Administrative costs in receiving job offerings	[Performance Fee]	
Referral service provided to job offerers and job seekers on and after the acceptance of applications for job offerings and job applications	[Performance Fee]	In the case where employment referral succeeds, two hundred percent (200%) of the wage (the amount stated in the offer letter or notice of working conditions, etc.) that is paid within one (1) year after the employment of the relevant job seeker *Fees shall be paid by the job offerer.
Professional consultations and advice for job offerers to facilitate the filling of job openings	[Initial Fee] 20 million yen [Per Activity Day] 0 yen [Performance Fee]	
Professional consultations and advice for job seekers to facilitate the employment	[Initial Fee] 20 million yen [Per Activity Day] 0 yen [Performance Fee]	
Development of special job seekers under specific conditions and investigation/ search therefor	[Performance Fee]	In the case where employment referral succeeds, zero percent (0%) of the wage (the amount stated in the offer letter or notice of working conditions, etc.) that is paid within one (1) year after the employment of the relevant job seeker *Fees shall be paid by the related employer.

Consumption tax is not included in the above fees.

[Refund System]

In principle, the Company has a refund system in which if an introduced job seeker retires voluntarily within three (3) months of joining the company, the Company will refund fifty percent (50%) of the introduction fee.