

Seafarers' Employment Agreement

[Written Example]

This agreement (hereinafter referred to as this 'Agreement') is made and entered into by and between M.L. Marine Co., Ltd. (hereinafter referred to as the 'Shipowner') and Seafarer: Taro KOKUDO (hereinafter referred to as the 'Seafarer') as follows:

Term of employment	Not fixed.			
Period of service on board the ship	6 month from the date of embarkation * In cases where there are unavoidable circumstances, the period can be extended by a maximum of [...] weeks / [...] days through consultation among the Shipowner and the Seafarer.			
Particulars of the ship	Name	Kokudo-Maru	Gross tonnage	55,952G/T
	Type	Oil tanker	Voyage area	Japan-North America
Duties concerned	Chief Mate			
Matters concerning the standard labor period, hours of work, hours of rest, days of rest and leave	<ol style="list-style-type: none"> 1. Standard labour period 1 year (April 1- March 31 of every year) 2. Hours of work <ol style="list-style-type: none"> (1) (8) Hours of work per day (2) (40) Hours of work per week (3) Overtime prescribed in Article 64-2 of the Mariners Law In addition to the abovementioned, there is a case the Seafarer works overtime as stipulated by the Memorandum of the Agreement on Overtime. 3. Hours of rest (10) Hours of rest per day 4. Days of rest <ol style="list-style-type: none"> (1) (1) Day of rest per week (2) Average days of rest per week in the standard labor period 2 days of rest per week on average in the standard labour period 5. Leave <ol style="list-style-type: none"> (1) Annual leave (25) Days of annual leave per year 			
Matters concerning the calculation for wages and other remunerations and payments	<ol style="list-style-type: none"> 1. Calculation for wages and other remunerations <ol style="list-style-type: none"> (1) Basic wage (¥ XXXXXX) Wage per month (2) Amount fixed of allowance and its calculation Type of allowance, Amount fixed, Calculation <ol style="list-style-type: none"> (a) (Boarding allowance: ¥ XXXX/Month) (b) (Family allowance: ¥ XXXX/Month) (c) (Oil tanker allowance: ¥ XXXX/Month) (3) Rate of compensation for overtime or for work performed on the weekly day of rest <ol style="list-style-type: none"> (a) Rate of compensation for overtime (130%) (b) Rate of compensation for work performed on the weekly day 			

	<p>of rest (140%)</p> <p>2. Method of wage and other remunerations payment</p> <p>(1) Payment (Payment in full to the bank account designated by the Seafarer)</p> <p>(2) Pay day: 25th of every month</p> <p>(3) Deduction from the wages</p> <p>Deduction for the Income tax and the social Insurance</p>
Matters concerning the health and social security protections, benefits to be provided to the seafarer by the shipowner	<p>1. Coverage of the industrial accident compensation insurance: Yes;</p> <p>2. Coverage of the seafarers insurance: Yes;</p> <p>3. Coverage of the employment insurance: Yes;</p> <p>4. Entry to the private casualty insurance: Yes; P&I Insurance</p> <p>5. Other accident compensation: None</p>
Matters concerning retirement, dismissal, layoff and disciplinary punishment	<p>1. Retirement</p> <p>When the Seafarer retires voluntarily, the Seafarer shall notify the Shipowner at least 7 days before the retirement.</p> <p>2. Reason and procedure for the dismissal</p> <p>The Shipowner may dismiss the Seafarer when the Seafarer is deemed to be significantly unsuitable for duties.</p> <p>3. Reason and procedure for the leave of absence from work</p> <p>When the Seafarer is not able to carry out the duties, the Seafarer shall report the fact to the Shipowner without delay.</p> <p>4. Reason and procedure for the disciplinary punishment</p> <p>When the Seafarer violates the obligation on the duties or neglects the Seafarer's duties, upon prior notice, the Shipowner shall execute disciplinary actions of a lay-off, pay-cuts or a reprimand against the Seafarer.</p> <p>5. Cancellation of the Agreement</p> <p>When the Shipowner or the Seafarer proposes in writing to cancel this Agreement at least 24 hours before, this Agreement may be cancelled.</p> <p>Notwithstanding the foregoing, in the case where the Shipowner cancels this Agreement for reasons ascribed to the Shipowner, the Shipowner shall notify the Seafarer of the cancellation at least one month before in principle.</p> <p>In the case where the Shipowner is not able to notify the Seafarer of the cancellation of this Agreement one month before, the Shipowner shall compensate for an amount for the wage for one month to the Seafarer.</p>
Measures in case the Seafarer is affected by acts of piracy	<p>1. In the case where the Seafarer is held captive on or off the ship as a result of acts of piracy, this Agreement shall continue to have effect until the Seafarer is released from the pirates and duly repatriated, or the date of death while in captivity.</p> <p>2. In this case, wages and other entitlements under this Agreement shall continue to be paid.</p>
Matters concerning repatriation of the seafarer	<p>3. When the term of this Agreement is expired or in the case where the Shipowner or the Seafarer cancels this Agreement, the Shipowner shall repatriate the Seafarer from the place where the Seafarer disembarks to the place of residence of the Seafarer.</p>

	4. When the Seafarer disembarks by reasons attributable to the Seafarer, the Shipowner shall claim the expenses for the repatriation of the Seafarer after the Seafarer has returned to the place of residence.
Others (When a reserved seafarers system is installed, a summary of the system /When an alternation boarding arrangement is adopted, a summary of the arrangement)	Presence of a reserved seafarers system: Yes Reserved seafarers are classified as the follows; - Personnel on shore duty - Stand-byers - Trainees - Personnel given a vacation
Name and contact information of Labor Management Control Officer	Name : Kanta ROUMU E-mail : kanta.roumu@jpnxx.co.jp Tel : XXX-YYYY-ZZZZ

In witness whereof, the parties have caused this Agreement to be executed by their representatives in duplicate, each party retaining one (1) copy thereof respectively.

Date when this Agreement is entered into/ Place where this 'Agreement' is entered into	1 April, 2022 Head Office of M. L. Marine Co., Ltd.
Name and address of the Shipowner	<u>Signature:</u> _____ <u>Name of the Shipowner:</u> Eitaro KAIJO President M.L. Marine Co., Ltd. <u>Address:</u> X-X-X Chiyoda-Ku, Tokyo _____
Name, date of birth and address of the Seafarer	<u>Signature:</u> _____ <u>The seafarer's full name :</u> Taro KOKUDO <u>Date of birth:</u> February 1, 1991 <u>Address:</u> X-X-X Minami-Ku, Yokohama, Kanagawa

Criteria for Matters to be included in Seafarers' Employment Agreements

With regard to the matters listed to the left column in the attached model form of "Seafarers' Employment Agreement", please fill out the matters in reference to the following.

In the case where you are a shipowner who notifies the office of the relevant District Transport Bureau of the working regulations, you may quote from the articles concerned of the working regulations to the agreement. And, in that case, you are required to provide the seafarer with a copy of the quoted articles of the working regulations together with the agreement.

Furthermore, in the case where there is a need to change the contents of the matters stated in the agreement, you should alter the agreement. However, in the case where the contents of the quoted articles from the working regulations are altered, you are not required to alter the agreement.

1. With regard to the column titled "Term of employment", in the case where the term of employment is not fixed under the agreement, please specify "Not fixed". In the case where the term of employment is fixed under the agreement, please state the specific term of employment (e.g. state "Same as the period of service on board the ship" if so, and state the specific term such as "from 1 April 2022 to 31 March 2023" if not).
2. With regard to the column titled "Period of service on board the ship", please specify the dates of start and end of the period in the case where the period is fixed, such as:
"6 month from the date of embarkation."
*In cases where there are unavoidable circumstances, the period can be extended by a maximum of [...] weeks / [...] days through consultation among the Shipowner and the Seafarer."
In the case where the period is fixed by a voyage, please state such as "a voyage between Yokohama and London, and added two (2) days after the day of the return to Yokohama".
3. With regard to the column titled "Particulars of the ship", please fill the name of the ship, Gross Tonnage, the type of the ship (In case of a fishing vessel, the type of fishery in which the fishing vessel is engaged.) and the route or the area where the ship is engaged into service. In the case where the working conditions are same in several ships owned by the shipowner and the seafarer accept to board these ships, you may list the names of these ships together.
4. With regard to the column titled "Duties concerned", please specify the duties which will be assigned to the seafarer on board the ship. In the case where the seafarer will be assigned to plural duties by a shift system during the period of employment, please state such as "Second mate (and Chief mate as additional duty for four (4) days per month)".
5. With regard to the column titled "Matters concerning the standard labour period, hours of work, hours of rest, days off, leave", please state the standard labour period, the number of hours of work per day and week, the presence of overtime work, the minimum number of hours of rest per day, the number of days of rest per week, the presence of work on holidays, the number of days of paid leave and the number of other leave. When the number of days of rest and leave are determined to give in the year, please state such as "120 days in a year".
Concerning fishing vessels, you are not required to fill out the items such as a standard labour period which is not applied to the vessel. In the case of a fishing vessel which is designated pursuant to the provisions of the Mariners Law and applied to the different working conditions in the period when the vessel is engaged in fishery from the period when the vessel is engaged in the voyage, please describe as "XX hours in engaging in fishery. YY hours in

engaging in the voyage” respectively

6. With regard to the column titled “Calculation for wages and other remunerations, and payment”, please to be sure that you will specify the amount for the basic pay (monthly wage). For the various allowances, please specify the amount for the each allowance in case the allowance is paid by in fixed amount every month. In the case where the amount for an allowance is paid on the base of the number of hours, please specify the amount for the allowance and the calculation method. Furthermore, you may specify the total amount for the basic pay and for the various allowances in together. In the case where wages are paid on a percentage basis, please specify the amount for the fixed wage and the rate applied as well as the calculation method. Concerning the payment, please specify whether the wages are paid by bank transfer or in cash. And please specify the date of payment and the deduction from wages.
7. With regard to the column titled “Accident compensation”, please list the Industrial accident insurance, the Mariners Insurance, the Employment Insurance and other private accident insurances. And please list the compensations which the shipowner shall pay for the seafarer for the accidents on board the ship.
8. With regard to the column titled “Retirement, dismissal, leave of absence and disciplinary punishment”, please state the cases where retirement, dismissal, leave of absence and disciplinary punishment shall be applied to the seafarer in the period of employment and the procedures. In case the term of the agreement is “Non-fixed”, please describe the procedures for the cancellation of the agreement.
9. With regard to the column titled “Measures in case the Seafarer is affected by acts of piracy”, please state that in the case where the Seafarer is held captive on or off the ship as a result of acts of piracy, the agreement shall continue to have effect until the Seafarer is released from the pirates and duly repatriated, or the date of death while in captivity, and that wages and other entitlements under the agreement shall continue to be paid.
10. With regard to the column titled “Repatriation of the seafarer”, please state the cases where the seafarer shall be repatriated and the expenses to be borne by the shipowner.
11. With regard to the column titled “Others”, please state the summary of a reserved seafarer system or an alternating boarding arrangement in the case where it is applied to the seafarer.
12. With regard to the column titled "Name and contact information of the Labor Management Control Officer", please state the name and contact information of the Labor Management Control Officer designated by the shipowner.

Seafarers' Employment Agreement

[Written Example for the Agreement quoted from the Articles concerned of the Working Regulations]

This agreement (hereinafter referred to as this 'Agreement') is made and entered into by and Between M.L. Marine Co., Ltd. (hereinafter referred to as the 'Shipowner') and Seafarer: Taro KOKUDO (hereinafter referred to as the 'Seafarer') as follows:

Term of employment	Not fixed.
Period of service on board the ship	6 month from the date of embarkation * In cases where there are unavoidable circumstances, the period can be extended by a maximum of [...] weeks / [...] days through consultation among the Shipowner and the Seafarer.
Particulars of the ship	The ship designated by the shipowner from among the ships listed in the table of manning of the Working Regulations. (The seafarer is expected to leave the ship after service on board the ship for two months)
Duties concerned	Second Officer [Additional duties as Chief Officer may be assigned to the Seafarer when the Master would not be on board the ship]
Matters concerning the standard labor period, hours of work, hours of rest, days of rest and leave	Details are provided for in Article 24 - Article 43 of the Working Regulations And the Seafarer shall be provided with the hours of rest as provided for by the Mariners Law.
Matters concerning the calculation for wages and other remuneration and payments	Basic pay (Monthly pay): ¥×××,000. (JPY) - None of commission system Other remunerations and method of wage payment, etc., are stipulated in Article 45- Article 61 of the Working Regulations
Matters concerning the health and social security protections benefits to be provided to the seafarer by the ship owner	The Seafarer may receive the benefit provided for by the Industrial Accident Compensation Insurance Act and the Mariners Insurance Act. And the Seafarer may receive the benefit provided for in Article70 – Article71 of the Working Regulations.
Matters concerning retirement, dismissal, layoff and disciplinary punishment	Retirement and dismissal are provided for in Article 12 - Article 13 of the Working Regulations. Leave of absence from work is provided for in Article 10 of the Working Regulations. Disciplinary punishment is provided for in Article 79 – Article 81 of the Working Regulations. Retirement allowance is provided for in Article 15 of the Working Regulations. And, when the Seafarer retires, the Seafarer may receive the unemployment benefit prescribed by the Employment Insurance Act. When the Shipowner or the Seafarer proposes in writing to cancel this Agreement at least 24 hours before, the agreement may be cancelled.

	<p>Notwithstanding the foregoing, in the case where the Shipowner cancels this agreement for reasons ascribed to the Shipowner, the Shipowner shall notify the Seafarer of the cancellation at least one month before in principle.</p> <p>In the case where the Shipowner is not able to notify the Seafarer of the cancellation of this Agreement one month before, the Shipowner shall compensate for an amount for the wage for one month to the Seafarer.</p>
Measures in case the Seafarer is affected by acts of piracy	The details are stipulated in Article 8 of the Working Regulations.
Matters concerning repatriation of the Seafarer	The details are stipulated in Article 60 of the Working Regulations.
Others (When a reserved mariner system is installed, a summary of the system / When a alteration boarding arrangement is adopted, a summary of the arrangement)	<p>A reserved seafarer system is installed.</p> <p>The details of the said system are provided for in Article 9 of the Working Regulations.</p>
Name and contact information of the Labor Management Control Officer	<p>Name : Kanta ROUMU</p> <p>E-mail : kanta.roumu@jpnxx.co.jp</p> <p>Tel : XXX-YYYY-ZZZZ</p>

In witness whereof, the parties have caused this Agreement to be executed by their representatives in duplicate, each party retaining one (1) copy thereof respectively.

Date when this Agreement is entered into/ Place where this 'Agreement' is entered into	<p>1 April, 2022</p> <p>Head Office of M. L. Marine Co., Ltd.</p>
Name and address of the Shipowner	<p><u>Signature:</u> _____</p> <p><u>Name of the Shipowner:</u> Eitaro KAIJO President M.L. Marine Co., Ltd.</p> <p><u>Address or birthplace:</u> X-X-X Chiyoda-Ku, Tokyo _____</p>
Name, date of birth and address of the Seafarer	<p><u>Signature:</u> _____</p> <p><u>The seafarer's full name:</u> Taro KOKUDO</p> <p><u>Date of birth:</u> February 1, 1991</p> <p><u>Address:</u> X-X-X Minami-Ku, Yokohama, Kanagawa</p>