



EXECUTIVE SEARCH SERVICES AGREEMENT

This **Executive Search Services Agreement** (this “Agreement”) is entered into as of _____ (the “Effective Date”), by and between _____, (“Client”), and **CarterIGNITE K.K.** a Japanese corporation (“CI”).

1. Services

a. Retention and Performance. Client hereby retains CI to identify and recruit potential candidates (“Candidates”) for employment, as requested from time to time by Client. Client shall promptly provide CI with written notice of a candidate’s acceptance of any offer of employment, stating the details of the agreed compensation and title.

b. Candidate Personal Information. Except as expressly provided herein, CI makes no representation, guarantee or warranty as to the accuracy of any personal information related to any Candidate (“Candidate Personal Information”). Client hereby acknowledges and agrees that any decision to hire any Candidate is made in Client’s sole discretion.

2. Compensation

a. Search Fee. Client shall compensate CI for each Candidate it retains who was introduced by CI by paying a fee (the “Search Fee”) in an amount equal to thirty-five percent (35%) of a Candidate’s expected first-year compensation (including all bonuses and allowances). Client shall also pay CI the Search Fee in cases where (i) Client employs, engages, or otherwise retains the services of a Candidate introduced by CI within twelve (12) months of such introduction; or (ii) any other person or entity to which Client has provided Candidate Personal Information, employs, engages, or otherwise retains the services of such Candidate.

b. Payment. Upon any Candidate’s acceptance of an offer of employment with Client, CI will issue an invoice for the Search Fee for such Candidate. Client shall pay such Search Fee in full, without withholding for any tax, within fourteen (14) days of the date Candidate begins working for Client.

c. Limited Guarantee. In the unlikely event that within ninety (90) days of commencement of employment of a placed Candidate such employment is terminated by Candidate voluntarily (not due to any intentional or negligent action or inaction on the part of Client or cause), and provided that Client has paid CI the Search Fee pursuant to the terms of Section 2(b), CI shall in its sole discretion use commercially reasonable efforts to find a replacement Candidate at no additional cost to Client, or (ii) refund fifty percent (50%) of the fee paid by Client.

3. Confidentiality

“Confidential Information” means (a) any non-public information with respect to Client or its business that is obtained by or made available to CI in connection with the provision of the Services and (b) any Candidate Personal Information or any other information related to any Candidate obtained by or made available to Client in connection with the provision of the Services. Confidential Information shall not include: (i) any information which is public or becomes available to others, without restriction and without breach of this Agreement by CI or (ii) any information which is known to CI prior to its disclosure by or on behalf of Client. Neither party shall disclose Confidential Information of the other to any third party without the prior written consent of the other party. Neither party will use any Confidential Information of the other except as required to fulfill its obligations hereunder.



4. Exclusion of Anti-Social Forces

Client and CI represent and warrant to each other as of the Effective Date (and continuing during the term of this Agreement) that none of their respective directors, officers, or any other person who has effective control of such party is a member of a designated gang or designated gang alliance as defined in Article 2 of The Law Relating to Prevention of Illegal Acts by Gang Members, or any other anti-social groups. Either party may terminate this Agreement immediately in the event they reasonably determine that the preceding sentence has been breached.

5. Miscellaneous

a. Term and Termination. The term of this Agreement shall be for one (1) year from the Effective Date with automatic renewal for successive one (1) year periods thereafter unless either party gives the other one (1) month prior

written notice of non-renewal.

b. Survival. Termination of this Agreement shall not affect the rights or obligations of the parties accrued as of the date of termination. The obligations under Section 3 shall survive the termination of this Agreement and continue to bind each party for so long as the Confidential Information of the other held by such party retains its confidential nature.

c. Governing Law. This Agreement shall be construed and interpreted according to the laws of Japan, without regard to conflicts of laws provisions.

d. Entire Agreement; Amendments. This Agreement embodies the entire understanding of the parties and supersedes all prior oral or written agreements, understandings, or arrangements related to the subject matter of this Agreement. This Agreement may not be modified or amended except in a written instrument duly executed by the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the date first set forth above

Client Name

CarterIGNITE K.K.

Client Name
Title

Dominic Carter
Representative Director

Notice Address:

Notice Address:
VORT Nogizaka 1 4F,
7-2-29 Roppongi Minato-ku, Tokyo 104-0045