



This agreement (the “Agreement” is made on the January 1, 2010 between client name (“CLIENT”) and EIRE Systems K.K. (“EIRE”), who have accepted and agreed to the terms and conditions set out herein, for the purpose of client name’s granting any candidate introduced by EIRE Systems an interview, or client name’ hiring any candidate.

1. CLIENT shall, upon employment of each candidate, via the introduction or services of EIRE, pay to EIRE a recruitment fee equivalent to thirty-five (35%) of the candidate’s first year’s guaranteed base salary.
2. Recruitment fee shall also include signing bonuses. Where performance-based commission or incentives are involved, the fees shall be based on the candidate’s on-target earnings, i.e. the figure the candidate will receive assuming they achieve one hundred percent (100%) of their performance goals.
3. In the Agreement, “hiring” shall mean any form of employment, whether it be contract, permanent, outsourced, probationary or trial employment.
4. Upon the candidate’s actual starting date of employment with CLIENT, EIRE will issue an invoice for services that is to be paid within 30 days of candidate’s actual starting date of employment with CLIENT.
5. If a candidate introduced by EIRE ceases to work for CLIENT within twelve (12) weeks of the candidate’s actual starting date, for reasons attributable to him/herself (other than by way of constructive dismissal, redundancy, company reorganization or any other non-fault termination of such employee), EIRE will make all reasonable efforts to replace the candidate at no additional charge within a period of three (3) months from notification. EIRE must receive written notification of candidate’s cessation of employment within 14 days from such an occurrence. If a suitable replacement can not be found within such period, EIRE shall refund a percentage of the fees equal to the percentage of weeks remaining in the twelve (12) week period after commencement of employment.
6. If the candidate introduced by EIRE fails to commence employment with CLIENT after having signed a contract, no fees shall be charged to CLIENT.
7. CLIENT and EIRE agree to maintain in confidence and safeguard any business, personnel or technical information (the “Information”) that becomes known to them regarding the other party within the term of the Agreement and after its termination. Such information does not include: (1) information within the public domain, i.e. information that is already feely available to any interested party and (2) information in relation to which the other party approves the disclosure or dissemination and (3) information required to be disclosed in order to carry out the purpose of the Agreement.
8. EIRE shall be held free of all liabilities for any loss, damage, claims or whatsoever for compensation, however caused, arising from or in connection with the introduction or hiring of any candidate submitted by EIRE.
9. This agreement will remain valid until either of the parties submits a written notice of termination.
10. This agreement will be governed by the laws and regulations of Japan.

CLIENT

Sign: _____

Print name: _____

Title: _____

Date: _____

EIRE Systems K.K.
Hokkai Shiba Building, 2-31-15 Shiba,
Minato-ku, Tokyo 105-0014

Sign: _____

Print name: _____

Title: _____

Date: _____