



Embarc K.K. (hereafter referred to as EMBARC) will work as a specialist executive search and recruitment agency on behalf of **Company** (hereafter referred to as CLIENT) in the search, selection and placement of staff (hereafter referred to as CANDIDATE) for employment.

The CLIENT agrees to pay EMBARC the greater of 2 million Yen OR 30% of the CANDIDATE's first year anticipated gross emoluments, (including but not limited to salary, bonuses, commissions, incentives, stock options, or signing inducements) of any person hired via the introduction or services of EMBARC (hereafter referred to as the Consulting Fee).

If a CANDIDATE is hired within a period of 12 months from the date that EMBARC initially introduced the CANDIDATE for any position via another agency or channel, the CLIENT agrees to pay EMBARC the Consulting Fee.

The CLIENT understands that the consulting fee will be payable within 15 days of the date that employment of the candidate commences. If the CLIENT pays the Consulting Fee later than the due date set forward in this agreement, a delinquency fee of 6% per year (based on 365 days in a calendar year) will be charged on a pro rata basis from the day after the Consulting Fee due date until the payment is completed.

If the employment of a CANDIDATE introduced by EMBARC is terminated within three months of the actual start date for reasons attributed to him/her, EMBARC will refund the fees paid as outlined below:

Employment ended within the first month of employment:	75%
Employment ended within the first two months of employment:	50%
Employment ended within the first three months of employment:	25%

The CLIENT understands that EMBARC will not refund any consulting fees if the CLIENT decides to terminate the employment of a placed candidate within the first 3 months of employment or any other time after for any of the following reasons; change of ownership, organizational realignment, restructuring or similar changes of employment. The CLIENT will not be eligible for a refund if there is a delay to pay any Consulting Fee.

EMBARC shall bear no liability for any damages or losses that could arise on the CLIENT in relation to the employment of CANDIDATES beyond the referral of CANDIDATES for employment.

EMBARC shall exercise proper care and professionalism in all dealings with the CLIENT. Strictest confidentiality will be maintained and respected. Under no circumstances will information shared between our two companies be disclosed to any other parties. In addition, the CLIENT will take reasonable and proper steps to protect the anonymity and privacy of candidates referred by EMBARC.

In situations where the recruiting partnership does not produce the expected results for the CLIENT or EMBARC, either party may terminate this agreement by providing 30 days' written notification.

Any disputes arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court in the first instance.

Company Embarc K.K.

..... Date Date

Full Name Karl Caldeira
Position Managing Partner