



ClearPath Recruitment K.K.

〒810-0073 福岡県福岡市中央区舞鶴3丁目2番5号アイビル501号室

info@clearpathrecruitment.com

Recruitment Agreement

This Recruitment Agreement is entered into and effective [DATE] by and between ClearPath Recruitment K.K of 〒810-0073 福岡県福岡市中央区舞鶴3丁目2番5号アイビル501号室 (hereafter 'ClearPath Recruitment K.K') and [CLIENT COMPANY NAME] (hereafter 'CLIENT') of [CLIENT ADDRESS].

UNDERTAKING OF RECRUITING SERVICES:

ClearPath Recruitment K.K agrees to use its best efforts to actively source, screen and refer candidates to CLIENT according to criteria provided for open positions. ClearPath Recruitment K.K will assist with coordination of candidate interviews with CLIENT, verification of candidate references when requested, and coordination and acceptance of job offers.

CANDIDATE REFERRALS:

ClearPath Recruitment K.K will provide qualified candidate resumes to the hiring authority identified within CLIENT's organization. All referred candidates are considered to be valid referrals from ClearPath Recruitment K.K to CLIENT for any interview process which commences within 12 months of the initial submission, or 12 months from the most recent communication regarding an ongoing interview process. Should CLIENT employ a referred candidate for any job during this period, the fees as described below are considered to be due to ClearPath Recruitment K.K.

CONFIDENTIALITY:

ClearPath Recruitment K.K and CLIENT agree to share relevant information with each other in a prompt and forthright manner. Both parties agree not to share sensitive



information regarding either candidate profiles or CLIENT business with third parties without prior permission.

FEE CALCULATION AND PAYMENT SCHEDULE:

With successful placement of a candidate, CLIENT will pay ClearPath Recruitment K.K a fee equivalent to **35%** of the candidate's notional annualized compensation, plus Japanese consumption tax. This fee is derived from the candidate's compensation package, including: base, notional bonus, relocation costs, sign-on bonus and any guaranteed payments. A **minimum fee of 2,000,000 JPY** is due if 35% of notional annualized compensation is <2,000,000 JPY.

Fee is due on the effective day of hire and is payable within **30** calendar days from the employee's starting date.

All invoices are due and payable upon receipt. Any amounts not paid within the specified payment period shall bear interest at a rate of 14.6% per annum, calculated from the due date until the date of actual payment.

GUARANTEE:

Upon written notification of candidate resigning through their own volition, ClearPath Recruitment K.K will refund the CLIENT a portion of the fee according to the following schedule:

Day 0 – 30 = 50%

Day 31 – 90 = 25%

Day 91 onwards = 0%

LIABILITY:

ClearPath Recruitment K.K will not be held responsible for any loss, expense or damage caused by candidates. Both CLIENT and ClearPath Recruitment K.K will be solely responsible for their own incurred business expenses. ClearPath Recruitment K.K and



CLIENT shall be liable to compensate the other party for any direct and actual damage incurred by the other party due to a breach of this Agreement by such party.

TERMINATION:

This Agreement may be terminated without cause at any time by either party upon written notice. This Agreement will continue to be binding beyond termination for candidates referred prior to the termination date.

JURISDICTION:

This Agreement is subject to the laws of Japan. In the event of any dispute arising out of or in connection with this Agreement, the parties submit to the exclusive jurisdiction of the Fukuoka District Court as the court of first instance.

ENTIRE AGREEMENT, AMENDMENTS AND SEVERABILITY:

This Agreement constitutes the complete and final agreement between the parties on the matters discussed herein and supersedes any prior agreements or understandings on these matters. Any modifications to this Agreement must be in writing and signed by both parties. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

EXCLUSION OF ANTI-SOCIAL FORCES:

"Anti-Social Forces" means: (1) an organised crime group (暴力団), a member of an organised crime group, a related company or association of an organised crime group, or any equivalent person; or (2) a person who, directly or through third parties, makes demands with violence, unreasonable demands beyond legal entitlement, uses intimidating words or actions, damages the credit of or obstructs the business of the other party by spreading false rumours or by use of fraudulent means, or engages in any equivalent conduct.

Each party represents and warrants that it is not and shall not become: (1) an Anti-Social Force; (2) a person whose management is substantially controlled by Anti-Social Forces; (3) a person who relies upon Anti-Social Forces; (4) a person who provides funding or other support to Anti-Social Forces; or (5) a person engaged in a socially condemnable



relationship with Anti-Social Forces. Either party shall be entitled to terminate this Agreement immediately without notice if the other party breaches these representations and warranties, and the breaching party shall compensate the non-breaching party for any damages incurred.

GOOD FAITH:

Any matter not provided for in this Agreement, or if any differences about interpreting this Agreement arise, CLIENT and ClearPath Recruitment K.K shall consult with each other in good faith in the attempt to resolve such matter amicably.

AGREED TO:

ClearPath Recruitment K.K

([CLIENT COMPANY NAME])

Name: Axel Algoet

Name: [CLIENT SIGNER NAME]

Title: CEO

Title: [CLIENT SIGNER TITLE]

Date: _____

Date: _____

Signature:

Signature: