

TERMS OF BUSINESS

THIS AGREEMENT, made this ____ day of _____, 20 ____, by and between Stepfirst (T.A.O Group K.K.) of 1-6-2 Kanagawa, Kanagawa-ku, Yokohama-shi, Kanagawa, 221-0045, Japan (hereinafter Stepfirst)

and

COMPANY NAME, registered in ADDRESS, (hereinafter the Client). Each a Party, and collectively the Parties

Stepfirst will recruit and refer qualified personnel (hereinafter the Candidate) as available and as needed for direct hire by the Client under the following terms and conditions:

1. Fees

As consideration for the service provided, Stepfirst will be due a placement fee in the amount equal to thirty percent (30%) of the placed employee's first year's salary, for each placement. Client will be invoiced upon the employee's first day of employment. Invoices are due and payable to Stepfirst within thirty (30) days of the employee's first day of employment. There shall also be imposed upon the Client a 2% penalty for any late payment.

The Client agrees to pay a full placement fee in accordance with this clause for any referred and employed Candidate, regardless if the Client employs a Candidate directly, indirectly, immediately or anytime within the first 12 months of the Candidate introduction date or last interview of the introduced Candidate which ever comes last.

2. Reporting

The Client agrees to furnish Stepfirst with a copy of the signed offer provided to any Stepfirst introduced Candidate within 7 days of receiving a signed copy from a the Candidate. Where the Candidate was an applicant for prior positions with the Client in any 12 months immediately prior to engaging Stepfirst, the Client agrees to notify Stepfirst as soon as they become aware of the fact.

Moreover, should the Client proceed with the Candidate, the Client agrees to consider such Candidate a new introduction by Stepfirst and be liable for all associated fees in line with this Agreement.

3. Refunds

Should the Candidate fail to appear on the start date, or should the negotiation between the Client and the Candidate break down, Stepfirst will issue the Client with a full refund.

Should the Candidate employment be terminated otherwise, Stepfirst will have the option to provide a replacement Candidate to the Client.

Should Stepfirst fail to provide a replacement Candidate, refunds will be provided on a sliding scale based on number of months the Client utilised Candidate services:

- i. If the Candidate worked for the Client less than one full month a 75% refund
- ii. If the Candidate worked for the Client less than two full months, but more than one month a 50% refund
- iii. If the Candidate worked for the Client less than three full months, but more than two month a 25% refund

- iv. If the Candidate worked for the Client more than three month a 0% refund

4. Non-Solicitation

During the term of this agreement, both Parties, on their own behalf or in the service or on behalf of others shall not:

- i. induce or attempt to induce any officer, director, or employee to leave the other Party, or
- ii. solicit the business of any customer or consultant of the other Party.

5. General

This Agreement shall be governed, construed, and enforced in accordance with the laws of Japan, without regard to its conflict of laws rules.

In the event that any of these terms, conditions or provisions will be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision will be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

This Agreement contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by an electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

Stepfirst (T.A.O Group K.K.)

(COMPANY NAME)

Signed: _____

Signed: _____

Name: _____

Name: _____

Date: _____

Date: _____