

BUSINESS AGREEMENT

FAKE



*Wakamatsu Building 3-3-6 Nihonbashi-honcho, Chuo-ku, Tokyo 103-8422*

This Business Agreement (“Agreement”) is made and effective on this 31<sup>st</sup> day of July, 2017:

**BETWEEN:** Nisso Shoji Co., Ltd, a Company organized and existing under the laws of Japan and having an office at Wakamatsu Building 3-3-6 Nihonbashi-honcho, Chuo-ku, Tokyo 103-8422 Japan by X X X X X X X X, The  
“Company”

**AND:** (the “Consultant”).

**NOW, THEREFORE,** in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

**1. SERVICES**

- A. The Company hereby contracts with the Consultant to perform Services (as defined below) in accordance with the terms and conditions set forth in this agreement. The Consultant will consult with the officers and employees of the Company and utilize its commercially reasonable efforts concerning matters relating to the collection of accounts receivables of the Company (the “Services”).
- B. The Consultant advises the Company that a) it has the experience and ability to perform the services, and b) the Services will be performed in a workman like and professional manner.
- C. Upon receiving any funds related to the Company’s accounts receivables, the Consultant shall remit such amounts, less any payment it is owed hereunder, once such amount has cleared the Consultant’s bank account, in accordance with such banking institution’s policies and procedures.
- D. The Services shall be provided with respect to the Company’s accounts receivables originating within the United States and Canada (the “Territory”).
- E. The Company agrees that it shall not employ the use of any other agent, contractor or consultant within the Territory for provision of the Services, without the express written consent of the Consultant.

## **2. TERMS OF AGREEMENT**

This Agreement will begin with the signature of this Agreement and will end five (5) years thereafter, unless sooner terminated by either party hereto in accordance with the terms contained herein. Notwithstanding any termination or expiration of this Agreement, the obligation of payment to the Consultant shall not merge and shall be kept in force after termination of this Agreement.

## **3. TIME DEVOTED BY CONSULTANT**

The Consultant shall devote such time and effort, as it may deem appropriate under the circumstances, to the performance of the Services, as is reasonable and adequate in order to render the Services. The Consultant does not guarantee results but shall pursue all reasonable best efforts available.

## **4. PLACE WHERE SERVICES WILL BE RENDERED**

The Consultant will perform most services in accordance with this contract at a location of Consultant's discretion. The Consultant will perform services on the telephone and/or at such other places or meetings as necessary to perform these services in accordance with this agreement.

## **5. PAYMENT TO CONSULTANT**

- A. The Company shall pay a retainer of US \$5,800 by bank draft delivered to the address of the Consultant above to be received by the Consultant on the day the Consultant completes the first month of retention which begins from 31<sup>st</sup> July 2017 and ends 30<sup>th</sup> August 2017 for the period of five (5) years. Accordingly, the first retainer is to be paid on August 30<sup>th</sup>, 2017, with monthly payments thereafter for five (5) years. The Consultant may also deduct the retainer from any payment he or she receives on behalf of the Company if need be, as more fully set forth in Section 1, above.
- B. The Consultant shall receive a fee (the "Success Fee") of ten percent (10.0%) of any gross amount of the Company's accounts receivable collected by the Consultant on behalf of the Company. The Success Fee shall be payable by bank draft delivered to the address of the Consultant above within 5 business days of the successful closing. Alternatively, the Consultant may, in its discretion, withhold the Success Fee from the funds it transmits to the Company, as more fully set forth in Section 1, above.
- C. The Company agrees to reimburse the Consultant for all out of pocket costs related to the performance of the Services. The payment will be made by bank draft payable to the Consultant and delivered by registered mail to the Company address noted above within 30 calendar days of delivery an invoice for such amounts from the Consultant.

## **6. INDEPENDENT CONTRACTOR**

Both the Company and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this Agreement. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, Provincial, State (if any) and local taxes

arising out of the Consultant's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and Provincial (or State) income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

## **7. NON-CIRCUMVENTION**

The Company hereby irrevocably agrees not to circumvent, avoid, bypass, or obviate, directly or indirectly, the intent of this Agreement, to avoid payment of fees due to the Consultant hereunder.

## **8. CONFIDENTIAL INFORMATION**

The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the Company will be treated by the Consultant as confidential.

## **9. EMPLOYMENT OF OTHERS**

The Company may from time to time request that the Consultant arrange for the services of others. All costs to the Consultant for such services will be paid by the Company in accordance with Section 5(D), above, but in no event shall the Consultant employ others without the prior authorization of the Company.

## **10. CORPORATE AUTHORITY**

Both the Company and the Consultant represent and warrant to the other party that they have full legal authority to enter into this Agreement and to perform the same in the time and manner contemplated. The individuals whose signatures appear below are authorized to sign this Agreement on behalf of their respective party.

## **11. PERTINENT MATERIALS**

The Company will cooperate with the Consultant, and will promptly provide the Consultant with all pertinent materials and requested information in order for the Consultant to perform the Services pursuant to this Agreement. Until termination of the engagement, the Company will notify the Consultant promptly of the occurrence of any event, which might materially affect the condition (financial or otherwise) or prospects of the Company.

## **12. COMPLETE AGREEMENT**

This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of the Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. The Company acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

## **13. APPLICABLE LAW**

The Consultant shall comply with all applicable laws in performing services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made herein. This Agreement shall be construed in accordance with the laws of the state of Delaware. The exclusive venue for any judicial action arising out of or relating to this Agreement shall be the state or federal courts located in Newark, Delaware, and the parties hereto hereby irrevocably consent to the jurisdiction of said courts and waive any objection that venue in such courts is inconvenient.

**14. ATTORNEYS' FEES.**

In the event either party hereto commences legal action to enforce any term of this Agreement, the prevailing party in such proceeding will be entitled, in addition to any other rights and remedies it may have, to recover its reasonable costs and attorneys' fees incurred in such proceeding from the other party.

**15. ARM'S LENGTH AGREEMENT; ATTORNEY REVIEW; CONSTRUCTION.**

The parties mutually acknowledge that the provisions of this Agreement are the product of arm's length negotiations with both parties having essentially equal bargaining strength, access to legal representation of its choice and opportunity to determine the language used herein. The provisions of this Agreement shall not be construed for or against either party. The captions and headings of this Agreement are for ease of reference and shall not be deemed to define or limit the scope of any of the terms, covenants, conditions or Agreements contained herein or in any exhibit attached hereto. As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY  
Nisso Shoji Co., Ltd

CONSULTANT



Per: \_\_\_\_\_

Per: \_\_\_\_\_