

**QiQ Research, Inc. Service Agreement (Surveillance/Manual investigation)**

**1. THE PARTIES:** Agency and Client are hereinafter referred to as the "Parties".

Agency: QiQ Research, Inc.

Client: \_\_\_\_\_

**2. DATE:** This Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, is made between the Parties.

**3. SERVICE(S):** The purpose of this Agreement is for the Client to retain the Agency to perform the following service(s):

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The Client is retaining the Agency for the following purpose:

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Upon completion of the service(s) for which the Agency is being retained, the Agency will provide the Client with its investigative findings, which may include one or more of the following: copies of written reports, documents, electronically recorded statements, and video and/or photographic materials. The aforementioned is subject to the terms and conditions set forth in this Agreement. Further, it is agreed that all original material produced in the course of this investigation will remain the sole property of the Agency.

**4. AUTHORITY:** In retaining the Agency, the Client has empowered its owner(s), employees, agents, contractors, and subcontractors to perform said services for and on behalf of the Client and to do all things it deems reasonable and necessary in performing said services. At all times, the Agency shall remain an independent contractor and in no circumstance shall the Agency be deemed to be the Client's employee.

**5. DUE DILIGENCE & CONFIDENTIALITY:** The Agency agrees to perform the service(s) with due diligence and agrees that whatever confidential information is obtained while performing the service(s) will only be released to the Client; except when the Agency has a reasonable belief that the release of certain information to the Client will result in physical harm to any person. The Agency will not release confidential information to any third party without the express written consent of the Client. In situations where the release of information is being compelled by force of law (subpoena or other court order), the Agency will make all reasonable attempts to notify the Client prior to releasing anything; and allow the Client's legal counsel a reasonable amount of time to intervene on the Client's behalf.

**6. COOPERATION:** At all times, Client has an affirmative duty to fully and completely cooperate with the Agency. The cooperation of the Client shall include, but not be limited to full and truthful disclosure of all material and relevant information to the Agency. This shall be deemed to include a duty on the Client's part to be truthful with Agency when informing Agency of his/her reasons for engaging the Agency's services. In the event that Agency can show by preponderance of the evidence that Client knowingly withheld or failed to disclose material or relevant information, or in any other manner has failed to cooperate or be truthful with Agency, all duties owed to Client under this Agreement shall immediately cease and payment for all services rendered shall become

payable in full.

**7. RETAINER:** The Client agrees to pay a retainer for the services of the Agency. The sum of retainer is specified by the Agency based on the hourly rate and number of investigators authorized by the Client. The Agency, in its sole discretion, may begin services under this Agreement without receiving the Client's retainer; however, Client is aware that the Agency will generally not perform any services until a verified retainer has been received.

**8. FEES:** Services will be billed at the following hourly rate.

Per two investigators

JPY29,900/within 3 hours and JPY5,000/per 30 minutes (Authorized 72 hours in advance)

JPY39,900/within 3 hours and JPY6,000/per 30 minutes (Authorized 48 hours in advance)

JPY49,900/within 3 hours and JPY8,000/per 30 minutes (Authorized 24 hours in advance)

The Client agrees to pay all reasonable and necessary costs and fees incurred by the Agency in the course of performing the service(s). The costs and out-of-pocket expenses may include, but are not limited to, the following: fuel cost, parking fees, tolls, information, 35mm film, photographs, video tapes, CDs, DVDs, audio cassettes, film developing, lodging, meals, tips, rental vehicles, and copies of records. The hourly rate per investigator, plus costs and out-of-pocket expenses, will be deducted from the retainer. In the event that the retainer does not cover the cost of the service(s) performed, the Client will be billed the balance. The balance must be paid in full upon completion of the service(s) for which the Agency is being retained. All monies not paid within two (2) business days from the date an invoice is issued, will accrue interest at the rate of 14% per annum. The Client further agrees to pay all reasonable and necessary costs, including attorney's fees, incurred by the Agency in the course of collecting or attempting to collect any past due balances.

a) Mileage allowance:

One way traveling time spent less than forty five (45) minutes from the Agency's local base to the initiation place does not incur any mileage allowance. However excess one way traveling time spent more than forty five (45) minutes will be added to the total service time by every ten (10) minutes as a mileage allowance.

b) Graveyard shift surcharge:

Services conducted between 23:00 and 05:00 will incur 20 % graveyard shift surcharge calculated from the hourly rate.

**9. CLIENT CONSENT:** As a safeguard to unforeseen or extraordinary out-of-pocket expenses, the Agency agrees not to exceed JPY20,000 a day in out-of-pocket expenses without consent of the Client. Client's consent for payment of unforeseen or extraordinary out-of-pocket expenses shall be deemed given when it is given orally by telephone or in-person; or in writing by letter, facsimile, or e-mail.

**10. Cancellation and refund Policy:** The Client agrees to pay the Agency the following cancellation fee for any service canceled after authorization. Reservations of service(s) cancelled less than six days before the initiation time will incur the following cancellation fee calculated from the reservation fee.

Five days (120H) in advance: 30%. Four days (96H) in advance: 40%. Three days (72H) in advance: 50%. Two days (48H) in advance: 60%. One day (24H) in advance: 70%. Same day (Within 24H): 80%.

**11. TERMINATION:** In the event that the Client terminates the services of the Agency for any reason, it is agreed that the Client will pay the Agency the greater of either three (3) hours of service time, or the actual billable time owed to the Agency at the point of termination, together with cancellation fee and any accrued expenses and costs. The aforementioned charges will be deducted from the Client's retainer; and the balance, if any, will be refunded to the Client within seven (7) business days.

**12. DISCLAIMER:** Agency disclaims all warranties and guarantees, expressed or implied. Specifically, Agency makes no guarantee or warranty that the end-result of the service(s) for which Agency is being retained will be that which the Client expects or desires. Further, Agency disclaims all warranties and guarantees, expressed or implied, regarding the outcome of any civil or criminal litigation involving any part of the service(s) for which the Agency is being retained. The sole duty of the Agency shall be to act in good faith and with due diligence in performing the service(s) for which the Agency has been retained.

**13. ILLEGAL OR UNETHICAL ACTS:** In the event that the Client requests or demands that the Agency perform an illegal or unethical act, the Agency shall reserve the right to withdraw from this Agreement and return the unused balance of the Client's retainer. If at the time the Agency invokes this clause, the Client's account balance has exceeded the retainer, the unpaid balance will become due in full and subject to the payment terms and conditions outlined in Section 8 of this Agreement.

**14. RELEASE:** All reports and documents furnished to the Client by the Agency are for the information of the Client only. The Client, along with his/her successors, heirs, and beneficiaries, agrees to hold the Agency, and its owner(s), employees, agents, contractors, and subcontractors along with its beneficiaries, successors, and heirs, harmless from any and all damages, losses, costs, and expenses, including attorney's fees, suffered or incurred in connection with or arising out of claims which are occasioned by any disclosure of any part of said reports or documents.

**15. INDEMNIFICATION:** Client further agrees to defend, indemnify, and hold the Agency and its owner(s), agents, employees, contractors, and subcontractors, along with its successors, heirs, and beneficiaries, harmless from any and all actions, courses of action, claims, damages, and demands of whatever type arising directly or indirectly from the service(s) performed by the Agency pursuant to this Agreement.

**16. PERFORMANCE:** In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity, and the prevailing Party in litigation shall be entitled to collect reasonable attorney's fees and costs from the non-prevailing Party, as ordered by a court of competent jurisdiction.

**17. CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Agreement shall be governed by the laws of Japan and are subject to the covenant of good faith and fair dealing implied in all Japanese contracts. The Parties agree that all actions brought to enforce the provisions of this Agreement shall be filed and heard in the Tokyo District Court of Japan.

**18. FACSIMILE/SCANNED SIGNATURE:** Facsimile signatures and electronically scanned signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

**19. BUSINESS DAYS:** Business Days are defined as Monday through Friday, excluding Japanese national holidays.

**20. DESCRIPTIVE HEADINGS:** The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the Parties' rights and/or obligations under this Agreement.

**21. CONSTRUCTION:** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

**22. SEVERABILITY:** If any term or other provision of this Agreement is determined by a court of competent jurisdiction, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transaction contemplated hereby is fulfilled to the fullest extent possible.

**23. ENTIRE AGREEMENT, MODIFICATION, AND SURVIVAL:** This Agreement constitutes the entire agreement between the Parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the Parties, or enforceable unless made in writing and signed by the Parties. Any obligation in this Agreement that, by its terms, is intended to be performed after termination shall survive the same.

**THE SIGNATURES BELOW INDICATE THE PARTIES' ACCEPTANCE OF THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT. AFTER THIS AGREEMENT IS SIGNED BY THE PARTIES IT SHALL BECOME A MUTUALLY BINDING CONTRACT.**

Client's Printed Name:	Name of Agency Representative:
Client's Signature:	Signature of Agency Representative:
Client's Address:	Address of Agency: 2-6-20-504 Kitashinjuku, Shinjuku, Tokyo, 1690074, Japan
Client's Phone #:	Phone # of Agency: +81-3-3362-3939
Date:	Date: