

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into between XYZ Co., Ltd. (hereinafter referred to as "Company") and Brian Jones (hereinafter referred to as "Employee") as follows:

Term

From _____, 2005 through _____, 2006

Starting time and Closing time of Work and Rest time

1. Starting time and closing time of work, etc.
Starting time: 9:00 a.m. Closing time: 5:00 p.m.
2. Days worked: From Monday through Friday
3. Rest time: 60 minutes

Wage

1. Basic wage: 600,000 yen per month.
3. Payment date: Last working date of each month
5. Retirement allowance: None

Matters on Discharge and Retirement, Renewal for Coming Term, Etc.

2. Renewal, non-renewal and standards of judgment for renewal shall be as set forth in the [Attachment].
3. Company may discharge Employee from employment, if Employee exhibits any cause for disqualification or misconduct in the office, etc. However, causes and procedures set forth in the [Attachment] shall apply to such a discharge.

Date: April 3rd, 2005

[Attachment]

Renewal of Agreement [Check the appropriate item]

The Agreement may be renewed.

Standards for Renewal of Agreement

- a. Judged from the service volume upon expiration of the Agreement and the forecast of future service volume.
- b. Judged from the service record, service performance and working behavior of Employee.

Procedures for Renewal of Agreement

- (1) Company shall determine whether renewal shall be granted for the coming term or not, as well as contents of service, working conditions, wage, etc. for the coming term, and shall notify Employee to that effect at least thirty (30) days prior to the expiration of the term.
- (2)

Standards of Discharge from Employment

Company may discharge Employee from employment, when any one of the following Sub-paragraphs may be applied to Employee:

- (1) When any one of the following Items may be applied to Employee;
 - a. When Employee often comes late to work, leaves early from work, or is absent from work without any justifiable reason,
 - b. When Employee is absent from work with no notification for five (5) days or more without any justifiable reason,
 - c.
 - d.
 - e.
 - j. When Employee is employed by any others while being employed by Company without the permission of Company,
 - k. When Employee commits any act of penal offense falling within the purview of the Criminal Law,
- (3) When Employee is judged to be a person disqualified from employment due to actions, such as bad working behavior, poor working efficiency, or lacking in cooperation;