

AGENT AGREEMENT

This AGREEMENT is made and entered into this first day of April, 2018,
BY AND BETWEEN

hereinafter referred to as “Company”
AND

hereinafter referred to as “Artist”

NOW AND THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

Article 1 (Scope of Agreement)

Artist hereby engages Company as Artist’s sole and exclusive personal manager in all respects of the entertainment industry including but not limited to live performance, music, music recording, music publishing, motion pictures, film, television, literary, dramatic and theatrical, merchandising or sponsorships throughout the world for the term of this Agreement. Company hereby accepts such engagement on the terms and conditions of this Agreement.

Article 2 (Duties of Artist)

Artist shall perform the following activities (hereinafter referred to as “Artist Activities”) in accordance with Company’s instruction. Without Company’s prior written approval, Artist shall not perform Artist Activities for any third party.

- (a) creative activities including, but not limited to writing the words and composing music.
- (b) appearances on television, radio, motion pictures, plays, concerts, live performances, commercials, and similar productions.
- (c) musical performances for recording songs.
- (d) interviews with media such as television, radio, print and similar media.

Article 3 (Duties of Company)

- (a) Company shall use all reasonable efforts to perform the following duties: obtain offers of and negotiate engagements for the Artist’s professional career; promote and publicize Artist’s name and talents; carry on business correspondence on Artist’s behalf; and advise and counsel Artist with respect to all Artist’s Activities.
- (b) Company shall maintain staff and facilities reasonably adequate for the rendition of such services.
- (c) Company shall not accept any engagement for Artist without Artist’s prior approval, which approval shall not be unreasonably withheld.

Article 4 (Rights of Performances and Works)

- (a) All rights (including neighboring rights) derived from Artist’s performances rendered in accordance with this Agreement, shall be entirely Company’s property in perpetuity.
- (b) All copyright (including the rights provided in the Article 27 and 28 of Japanese Copyright Act) derived from Artist’s creative activity rendered in accordance with this Agreement, shall be entirely Company’s property in perpetuity.
- (c) Company may grant a part of rights or all rights stated as Clause (a) and (b) of this Article to a third party at Company’s sole discretion. Company may also license a part or all of such rights stated as Clause (a)

and (b) of this Article to any third party at Company's sole discretion.

Article 5 (Remuneration)

Company shall pay ____ percent (___%) of the total compensation received by Company for Artist's Activities in accordance with this Agreement less actual cost borne by Company.

Article 6 (Key Person)

Notwithstanding anything to the contrary above, _____ (hereinafter referred to as "Key Person") shall have day-to-day supervision of Artist's account. During the term of this Agreement, Key Person shall be primarily responsible for Company's activities under this Agreement. Notwithstanding the foregoing, it is understood and agreed that Key Person may delegate day-to-day responsibilities to other employees of Company provided that Key Person remains primarily responsible for the activities and services provided by Company. Notwithstanding anything to the contrary contained herein, in the event that the Key Person shall cease to be employed by Company or shall cease to be primarily responsible for Company's activities hereunder (hereinafter referred to as "Key-Person Event"), Artist shall have the right to terminate this Agreement effective upon the date of Artist's notice to Company of such Key-Person Event, and for a period of one (1) month following such Key Person Event.

Article 7 (Representations and Warranties)

Artist represents and warrants the following hereunder:

- (a) Artist has the full right to perform Artist Activities, Artist's obligations, duties, commitments and covenants hereunder;
- (b) Artist shall indemnify and hold harmless Company from and against all actual losses, liabilities, damages, deficiencies, costs or expenses (including reasonable attorneys' fees) reasonably attributable to the breach of any representation or warranty or any other obligations of Artist contained herein.

Article 8 (Term of this Agreement)

The term of this Agreement shall be two (2) years from the effective date of this Agreement, and this Agreement shall be automatically extended for a period of one (1) year unless either party shall serve a written notice of termination to the other party no later than three (3) months before the completion of the aforementioned two-year period. The same condition shall apply to the extension of the term thereafter.

Article 9 (Good Faith Consultation)

Any matters not addressed in this Agreement, or any doubt or uncertainty with respect to this Agreement, shall be resolved through good faith consultation between the Parties hereto.

Article 10 (Force Majeure)

Neither party shall be liable to the other party for any delay or failure in performing its obligations hereunder due to causes beyond its reasonable control, including but not limited to acts of God; acts of government or governmental authorities; compliance with law, regulations, or orders, fire, storm, flood or earthquake; war (declared or not), rebellion, revolution, or riots; or strike or lockouts.

Article 11 (Termination)

If either party defaults in the performance of this Agreement, the non-defaulting party shall have the right to terminate this Agreement by written notice. Termination of the Agreement shall not affect the rights nor the remedies available to the non-defaulting party.

Article 12 (Entire Agreement)

This Agreement sets forth the entire understanding and agreement between the parties as to the matters covered herein, and supersedes and replaces any prior undertaking, statement of intent or memorandum of understanding, in each case, written or oral.

Article 13 (Governing Law and Jurisdiction)

The parties hereby consent to and confer exclusive jurisdiction upon Tokyo District Court over any disputes arising out of or relating to this Agreement. This Agreement is governed by and construed in accordance with the laws of Japan.

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

Company

Artist