

PRODUCER AGREEMENT

This AGREEMENT is made and entered into this first day of July, 2026,
BY AND BETWEEN

hereinafter referred to as the “Company”
AND

hereinafter referred to as the “Producer”

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

Article 1 (Scope of Agreement)

The Company hereby engages the Producer to produce sound recordings of twelve (12) songs (hereinafter referred to as the “Master Recordings”) to be recorded by the artist known as Chosaku Kenzo (hereinafter referred to as the “Artist”). The Producer hereby accepts such engagement on the terms and conditions set forth herein.

Article 2 (Intellectual Property Rights)

- (a) The Producer hereby assigns to the Company, throughout the world and in perpetuity, all rights, title, and interest in and to the Master Recordings, including but not limited to the Producer’s performances embodied therein. Accordingly, the Company shall have the exclusive right to exploit the Master Recordings upon any terms and in any manner or media whatsoever, whether now known or hereafter developed.
- (b) Nothing contained herein shall be deemed to oblige the Company to use or exploit the Master Recordings. For the avoidance of doubt, the Company’s rights shall include the worldwide exclusive rights in perpetuity to re-edit, remix, sweeten, re-couple, or otherwise alter the Master Recordings.

Article 3 (Recording Costs)

- (a) The Company shall pay to the Producer the total recording costs in the amount of US\$ _____. The Producer shall pay and be responsible for all costs of rehearsal and of recording the Master Recordings, including but not limited to instruments hire, studio rental, tapes, cartage and transportation, musician’s fees, arranger’s fees, sound engineer’s fees, editing and mixing costs and all other costs customarily considered recording costs in the record industry.
- (b) Notwithstanding the foregoing, for the avoidance of doubt, the Producer shall not be responsible for payment of any remuneration due to the Artist.
- (c) It is understood and agreed that the above payment for recording costs shall be non-returnable and non-recoupable.

Article 4 (Delivery)

- (a) The Producer shall deliver to the Company the Master Recordings at the Producer’s sole cost and expense in a format designated by the Company on or before December 31, 2026.
- (b) If the Company reasonably deems the Master Recordings delivered by the Producer to be unacceptable in form or substance, the Company shall notify the Producer of such defects in writing within five (5) business days after receipt of the Master Recordings. The Producer shall cure such defects to the reasonable satisfaction of the Company and deliver the revised Master Recordings within ten (10) business days after receipt of the Company’s notice.

- (c) If the Producer fails to deliver the Master Recordings satisfactory to the Company by the deadline set forth in paragraph (b), the Company may terminate this Agreement by giving written notice to the Producer with registered mail. Upon such termination by the Company, the Producer shall, without prejudice to any other rights or remedies of the Company, immediately repay to the Company any sums previously paid to the Producer, and upon such repayment, all rights granted to the Company hereunder shall revert to the Producer.

Article 5 (Royalty)

In consideration of the services rendered by the Producer hereunder and the rights granted by the Producer to the Company herein, the Company shall pay the following royalties to the Producer during the term of protection of the Master Recordings:

- (a) With respect to distribution of records made hereunder in Japan, the Company shall pay the Producer a royalty of two percent (2%) of the retail price of records less sales taxes, duties, and the packaging deductions of ten percent (10%) of the retail price for all configurations of records. Such royalty shall be payable on ninety percent (90%) of all records manufactured and shipped for sale, including returns.
- (b) With respect to records not consisting entirely of the Master Recordings, the royalty rate shall be pro-rated based upon the number of sound recordings embodied in such records.
- (c) With respect to audiovisual products, the royalty rate shall be one-half (1/2) of the rate set forth above, and Section (b) of this Article shall apply. Notwithstanding the foregoing, with respect to promotional videos embodying the Master Recordings, the royalty rate provided in Section (a) of this Article shall apply.
- (d) In the event that the Company licenses any third party to exploit the Master Recordings, the Company shall pay to the Producer ten percent (10%) of the license fees actually received by the Company from such third party.
- (e) In the case of digital downloads of the Master Recordings provided by the Company, the Company shall pay the Producer a royalty of four percent (4%) of the retail price or service price, less any applicable taxes, based on one hundred percent (100%) of the number of downloads and/or streams.
- (f) No royalty shall be payable to the Producer in respect of records distributed as “sample” or “free” records.

Article 6 (Advance Payment)

The Company shall pay to the Producer US\$ _____ (including any withholding tax or other deductions lawfully applicable) as a non-returnable advance against, and recoupable from, royalties payable to the Producer pursuant to Article 5 hereof.

Article 7 (Royalty Payment)

- (a) Royalty payments by the Company to the Producer hereunder shall be made in U.S. Dollars (US\$), converted at the exchange rate in effect on the date of each payment, semiannually within sixty (60) days following June 30 and December 31 of each year, and each payment shall be accompanied by a royalty statement.
- (b) In the event the Producer changes the bank account and/or the address for notice, the Producer shall promptly give written notice to the Company. If the Producer fails to provide such written notice to the Company, the Company shall be exempt from its obligation to make payment hereunder until such written notice is received by the Company.
- (c) In the event that any royalty payment hereunder is less than Ten Thousand Japanese Yen (JPY 10,000), the Company may withhold such amount and carry it forward to the next accounting period.

Article 8 (Name and Likeness)

The Producer hereby grants to the Company the perpetual, worldwide, non-exclusive right to use and to permit others to use the Producer’s name (including any professional name), likeness, signature, and biographical material in connection with the exploitation of the Master Recordings hereunder.

Article 9 (Representations and Warranties)

Producer represents and warrants the following hereunder:

- (a) The Producer is legally free to enter into this Agreement, and the Producer shall perform all of the Producer's obligations, duties, commitments, and covenants hereunder.
- (b) All materials, arrangements, and other content provided by the Producer hereunder are (i) wholly original works owned by the Producer, or (ii) used pursuant to a valid, transferable right, free and clear of all encumbrances, payment obligations, or fees, and the Company's full use of such materials, arrangements, and other content shall not in any way violate or infringe upon any copyright or other right of any person, firm, or corporation.
- (c) The Producer shall indemnify and hold harmless the Company from and against any and all actual losses, liabilities, damages, deficiencies, costs, or expenses (including reasonable attorneys' fees) arising out of or resulting from any breach of any representation, warranty, or other obligation of the Producer hereunder.

Article 10 (Sample Records)

The Company shall supply to the Producer five (5) copies of finished products embodying the Master Recordings in all formats, free of charge, promptly after manufacture thereof.

Article 11 (Good Faith Consultation)

Any matters not addressed herein, or any doubt or uncertainty hereunder, shall be resolved through good faith consultation between the parties hereto.

Article 12 (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 act of God, acts or orders of governmental authorities, fire, flood, typhoon, tidal wave, earthquake, war (declared or not), rebellion, riots, strike and lockout.

Article 13 (Termination)

If either party defaults in the performance of this Agreement, the non-defaulting party may terminate this Agreement by written notice. Termination of the Agreement shall not affect the rights or the remedies available to the non-defaulting party.

Article 14 (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 15 (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.

The Company

The Producer