

AGENT AGREEMENT

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

hereinafter referred to as the “Agent”
AND

hereinafter referred to as the “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)

The Artist hereby engages the Agent as the Artist’s sole and exclusive personal manager in all areas of the entertainment industry, including but not limited to live performances, music recording, music publishing, motion pictures, film, television, dramatic arts, theatrical productions, merchandising, and sponsorships, throughout the world for the term of this Agreement. The Agent hereby accepts such engagement on the terms and conditions set forth herein.

Article 2 (Duties of Artist)

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

- (a) Creative activities, including but not limited to composing or otherwise creating music.
- (b) Appearances on television, radio, motion pictures, theatrical plays, concerts, live performances, commercials, and similar productions.
- (c) Musical performances for the purpose of recording songs.
- (d) Interviews with media, including television, radio, and print media.

Article 3 (Duties of Agent)

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

Article 4 (Rights of Performances and Works)

- (a) All rights (including neighboring rights) derived from the Artist’s performances rendered in accordance with this Agreement shall be the sole and exclusive property of the Agent in perpetuity.
- (b) All copyrights (including the rights provided for in Articles 27 and 28 of the Japanese Copyright Act) derived from the Artist’s creative activities rendered in accordance with this Agreement shall be the sole and exclusive property of the Agent in perpetuity.
- (c) The Agent may, at its sole discretion, grant, assign, or license all or any part of the rights set forth in

Clauses (a) and (b) of this Article to any third party.

Article 5 (Remuneration)

The Agent shall pay to the Artist ____ percent (____%) of the net compensation received by the Agent from the Artist's Activities, after deduction of the actual costs incurred by the Agent.

Article 6 (Key Person)

____ (the "Key Person") shall supervise the Artist's Activities hereunder and provide the Artist with sound advice from time to time. If at any time during the term of this Agreement the Key Person resigns or is otherwise removed from office, the Artist may terminate this Agreement by sending written notice to the Agent by registered mail.

Article 7 (Representations and Warranties)

The Artist represents and warrants the following:

- (a) The Artist has the full right to perform the Artist Activities, Artist's obligations, duties, commitments and covenants hereunder;
- (b) The Artist shall indemnify and hold harmless the Agent from and against any and 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 the Artist hereunder.

Article 8 (Term of this Agreement)

The term of this Agreement shall be two (2) years from the effective date of this Agreement. Thereafter, this Agreement shall be automatically extended for successive periods of one (1) year unless either party gives written notice of termination to the other party no later than three (3) months prior to the expiration of the then-current term.

Article 9 (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 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 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 11 (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 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.

The Agent

The Artist