

SERVICE 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 “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 Company hereby engages the Artist to compose music (hereinafter referred to as the “Composition”) for the commercial advertising of the product, _____ marketed by _____ (hereinafter referred to as the “Client”). The Artist hereby accepts such engagement on the terms and conditions set forth herein.

Article 2 (Delivery)

- (a) The Artist shall deliver the recorded Composition (hereinafter referred to as the “Deliverables”) to the Company by the delivery date mutually agreed upon by the Artist and the Company. The format of the Deliverables shall be a Waveform Audio File (.wav).
- (b) If the Company reasonably deems the Deliverables delivered by the Artist to be unacceptable in form and substance, the Company shall notify the Artist of such defects in writing within five (5) business days after its receipt of the Deliverables. The Artist shall cure such defects to the reasonable satisfaction of the Company and deliver the fully revised Deliverables within ten (10) business days after receipt of the Company’s notice.
- (c) If the Artist fails to cure such defects and deliver the revised Deliverables satisfactory to the Company by the deadline set forth in paragraph (b), the Company may terminate this Agreement by giving written notice to the Artist. Upon such termination by the Company, the Artist shall, without prejudice to any other rights or remedies of the Company, immediately repay to the Company any sums previously paid to the Artist, and upon such repayment, all rights granted to the Company hereunder shall revert to the Artist.

Article 3 (Purpose of Use)

- (a) The Artist shall grant the Client the exclusive right to use the Composition for the following conditions.

Client: Nyan-Nyan Co., Ltd.

Product: Cat food “Miaw Miaw”

Usage: Background music of commercial advertising

Duration: One year from the initial broadcast

Length: 60"/30"/15"

Media: All media including TV, radio, cinema, videos (including showing the commercial advertising at shops and stores) and the Internet

Territory: Japan only

- (b) In case that the Client exploits the Composition for any other purpose, the Company shall obtain prior

approval from the Artist provided that such approval shall not be unreasonably withheld or delayed. The specific terms and conditions shall be discussed between the Company and the Artist on a case-by-case basis.

Article 4 (Payment)

In consideration of the services rendered by the Artist hereunder and the rights granted by the Artist to the Company herein, the Company shall pay JPY〇〇〇〇〇〇 (including the withholding tax) to the Artist. This payment shall cover all copyright fees for the Composition, including but not limited to broadcasting fees, synchronization fees and digital transmission fees on the Internet for the purpose of the commercial advertising stipulated in the Article 3 (a).

Article 5 (Exemption)

If necessary, the Artist shall take all procedures for the collective management organization to which the Artist belongs to exempt the Client from paying copyright fees charged by any applicable Japanese collective management organization (whether JASRAC or NexTone) for the commercial advertising stipulated in the Article 3 (a).

Article 6 (Representations and Warranties)

The Artist hereby represents and warrants the following:

- (a) The Artist has not granted and shall not grant any right or license to a third party to use the Composition for the purpose of any commercial advertising of competing product(s) of other companies in Japan.
- (b) The Artist is legally free to enter into this Agreement, and the Artist will perform all of Artist's obligations, duties, commitments and covenants in good faith hereunder.
- (c) The Artist shall indemnify and hold harmless the 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 the Artist contained herein.

Article 7 (Name and Likeness)

The Artist hereby grants to the Company the non-exclusive right to use and permit others to use the Artist's name (including any professional names), likeness, signatures and biographical materials in connection with the commercial advertising set forth in Article 3 (a) hereof.

Article 8 (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 9 (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 (whether declared or not), rebellion, riots, strike and lockout.

Article 10 (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 11 (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 12 (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 Artist