

SERVICE AGREEMENT

This AGREEMENT is made and entered into this first day of April, 2021,
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)

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

Article 2 (Delivery)

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

Article 3 (Purpose of Use)

- (a) 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

Duration: One year from the initial broadcast

Length: 60"/30"/15"

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

Territory: Japan only

- (b) In case that the Client exploits the Composition for other purposes, Company shall obtain prior approval from Artist provided that such approval shall not be unreasonably withheld or delayed. Details of

conditions shall be discussed between Company and Artist on a case-by-case basis.

Article 4 (Payment)

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

Article 5 (Exemption)

If necessary, Artist shall take all procedures for the collective management organization to which 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 messages stipulated in the Article 3 (a).

Article 6 (Representations and Warranties)

Artist hereby represents and warrants the following:

- (a) 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 message of other company's competing product(s) in Japan;
- (b) Artist is legally free to enter into this Agreement, and Artist will perform all of Artist's obligations, duties, commitments and covenants in good faith hereunder;
- (c) 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 7 (Name and Likeness)

Artist shall grant to Company the non-exclusive right to use and permit others to use Artist's name (including any professional names, likeness, signatures and biographical materials in connection with the commercial messages 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 (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.

Company

Artist