

Free Wave Co., Ltd

## Registration Pledge

I, \_\_\_\_\_ (hereafter referred to as “Talent”), upon registering with Free Wave Co., Ltd (hereafter referred to as “Agency”) as a freelance model, understand and promise to follow all the rules and regulations stipulated below (hereafter referred to as “Pledge”).

### Chapter 1: Purpose of This Pledge

1. The Talent promises as follows in this Pledge in order to build and maintain a trust relationship with the Agency as well as in order to provide appropriate services to its Clients (hereafter defined as any parties engaged in business transactions with the Agency and other parties engaged in businesses jointly with such parties) and to secure legitimate interests of the above parties.
  - a. The Pledge shall be applied to all Individual Contracts (including any contract documents, assignments or order via email or by other means and hereafter defined as such) between the Talent and the Agency. However, such individual contracts shall take priority when different agreements are reached in them.

### Chapter 2: Period of Registration

2. The Talent shall be registered with the Agency for one year from the date on which this Pledge is signed. However, this Pledge shall be automatically extended for another one year unless the Talent or the Agency declares one’s intention otherwise in written notice and the same shall be applied to following years.
  - a. The Talent or the Agency can terminate the Talent’s registration if one notifies the other in writing at least one month in advance.
  - b. Any Individual Contracts already signed during the period of registration shall continue to take effect even after the Talent’s deregistration.

### Chapter 3: Remunerations and Expenses

3. The Talent’s remuneration (hereafter referred to as “Guarantee”) that shall be agreed in each Individual Contract is closed at the end of each month and paid to the Talent’s registered bank account

on the last working day of the following month. (Applicable bank transfer fees shall be paid by the Talent)

- a. Despite the above article, the Talent may be paid by cash if he/she has notified the Agency in advance and when the amount payable is less than JPY 500,000 (excluding tax). The Talent shall be paid at the Agency's headquarter in such cases.
4. The Talent shall pay travel costs when he/she travels to locations within the Tokyo Area.
    - a. The Talent shall travel to such destinations by public transport and shall not travel by automobile or motorcycle without prior permission from the Agency.

#### Chapter 4: Representation, Warranties and Talent's Duties

5. The Talent represents and warrants to the Agency the conditions below during the period of his/her registration.
  - i. has no relationship, and has had no relationship with anti-social organizations, the members, and persons concerned.
  - ii. has not been sentenced guilty in any of the Japanese courts.
  - iii. has not appeared or involved in pornographic materials or any materials with excessive sexual references.
  - iv. has an appropriate residential status in Japan to engage in activities assigned by the Agency.
  - v. has no health problems in order to perform tasks assigned by the Agency
6. The Talent must not disclose any information acquired from the Agency, its Clients or their associates along with any information he/she learns while rendering his/her services (such information shall be hereafter referred to as "Confidential Information" ) to any third parties (includes but not limited to family members, friends or acquaintances except the Talent's legal guardians in case of the Talent being a minor). Furthermore, the below acts are strictly prohibited.
  - i. disclosing any information related to assignments (storyboards, scripts, proposal documents, co-stars, crew members, shooting locations, and so on) to any third parties on YouTube, blogs, social media (includes but not limited to Facebook, Twitter or Instagram), web pages (all of the above means shall be hereafter collectively referred to as "SNS"), press interviews or any other verbal or written means of communication.
  - ii. expressing negative comments on any information learned through assignments (such as corporate secrets, strategies or product details) , any matters of the product, or the sponsor.
  - iii. disclosing contents of any agreements with the Agency (includes but not limited to details of Individual Contracts, amount of Guarantees, contents of emails, audition details).
  - iv. making any recordings (including but not limited to photos, videos or audio recordings) at locations related to assignments (includes but not limited to shooting/recording locations,

- event/rehearsal/audition venues or greenrooms)
- v. disclosing the Talent's past appearances for any tasks without obtaining the Agency's permission
  - vi. posting on the SNS about any of the details involving matters described in the preceding items i to v
  - vii. accepting press interviews related to his/her assignment without the Agency's permission.
  - viii. asking any star or celebrity for autographs, personal handshakes, photos, videos or their contact information.
- b. The Talent shall strictly handle any physical or digital materials, such as storyboards, scripts and/or proposal documents, provided by the Agency in order for the Talent to perform his/her duties and the Talent shall return or delete such materials when assignments are completed.
  - c. If the Talent loses any materials written above and the confidentiality of such materials is believed to be at risk, the Talent shall notify the Agency immediately and follow its instructions.
7. The Talent shall notify the Agency promptly if there is any change in any of the followings listed below;
- i. residential address
  - ii. phone number(s)
  - iii. email address
  - iv. residential status
  - v. bank account provided to the Agency in accordance with Article 3
  - vi. hairstyle/hair color/conditions of facial hair
  - vii. tattoos/piercings/scars
  - viii. availability such as travel plans, work schedules other than those with the Agency or departure from Japan.
  - ix. details of the Talent's representation and warranties as stipulated in Article 5
- b. The Talent must report to the Agency no later than 30 days before the expiry of his/her residential status in accordance with the preceding item iv, notifying this and its renewal status as well as sending the Agency a copy of his/her passport, residence card and/or any other necessary items needed for verification when a new residential status is granted or the previous one is renewed.
  - c. The Talent must answer promptly and truthfully when the Agency asks the Talent about his/her past and/or current appearances.
8. The Talent shall understand and agree to follow the rules regarding assignment offers and scheduling as established by the Agency (what is known as "Keep Rule" and hereafter referred to as such). The Talent will be held liable for damages caused due to his/her breach to the Keep Rule regardless of the Talent's understanding of it.
- a. The Talent must manage his/her own schedule responsibly. The Talent shall recognize the fact

that the Agency might offer multiple assignments scheduled on the same day/time and that such information may not necessarily be shared within the Agency.

- b. The Talent must report to the Agency immediately if he/she becomes or may become incapable of completing his/her assignment due to an unforeseeable incident such as sickness or injury, and must follow the Agency's instructions. The Talent shall recognize that the Talent may be held liable for compensation in such case, unless he/she proves the absence of his/her culpability on it.
  - c. The Talent shall recognize the items listed below and act in accordance to them;
    - i. being punctual at all times. If running late despite his/her best effort, the Talent must promptly report to the manager in charge of the assignment.
    - ii. ensuring to bring all items (includes but not limited to own wardrobe and/or props) as specified by the Manager in advance.
    - iii. refraining from making negative comments regarding the products of the Client(s), its affiliates or such parties.
    - iv. being cooperative with the production team.
    - v. assignments may not necessarily finish within the scheduled time frames. The Talent shall contact the Agency for instructions and must not abort his/her assignment at his/her own discretion or must not engage in direct negotiation with the Clients.
    - vi. the Agency is exempt from its responsibility for securing the Talent's meals if he/she has any dietary restrictions such as allergies or religious beliefs and the Talent shall prepare on his/her own.
    - vii. in case of being injured during assignments, being instructed by the production team to engage in hazardous activities which the Talent has not been informed in advance or any other troubles regarding the assignment, the Talent shall contact the Manager in charge immediately and follow the instructions, unless the situation requires urgent care on sight.
    - viii. ensuring to return all items provided to the Talent when the assignment is completed.
    - ix. managing the Talent's physical conditions/appearance such as sunburn, skin conditions, weight, hairstyle and/or facial hair. Moreover, if the Talent's appearance significantly differs from the one in the photos that have been provided to the Agency (voice condition in case of narration assignments), the Talent may be subject to penalties such as deduction of his/her Guarantee and/or compensation for the damages caused by cancellation.
  - d. The Talent must not provide his/her voice and/or likeness to work, which let the Talent waive any copyright and/or portraits right, and does not limit purpose and period of use (such work shall hereafter be referred to as "Stock Footage").
9. The Talent must not violate the laws of Japan or must not engage in acts that disrupt the social order,

even in the private life.

- a. If the Agency determines necessary for the Talent to apply for “Application for Permission to Engage in Activity other than that Permitted under the Status of Residence Previously Granted” stipulated under Paragraph 2, Article 19 of the Immigration Control and Refugee Recognition Act, the Talent must obtain this permit in accordance with the Agency’s instructions.
  - b. The Talent must not be involved in projects and/or contents that may discredit the Agency as well as its Clients and/or their products (including but not limited to adult contents and/or contents with obscenity or excessive sexual reference).
10. In case the Talent accepts an assignment offer for a specific advertiser with a condition that prohibits the Talent from appearing in other advertisements for advertisers that are engaged in similar businesses as the said specific advertiser or advertisements for similar products (such appearances include the Talent’s voice, likeness and/or name) or from any acts that accompany or that are similar to such appearances (e.g. attending auditions or events and/or making public comments encouraging competing advertisers or products but not limited to them) for the period of the Individual Contract (such condition shall hereafter be referred to as “Restriction”), the Talent must strictly comply with such Restrictions. If the Talent violates the Restriction, he/she may be subject to compensation for damages.
- a. When the Talent accepts an offer with any Restriction, he/she must investigate thoroughly whether there are any Individual Contracts that may conflict with this (not limited to those through the Agency), their details and termination dates in order to ensure that there shall be no conflicts on the Restriction. The Talent must also note the possibility for such Individual Contracts that are already signed to be renewed for a generally accepted period of time in such cases.
  - b. The Talent must report to the Agency if he/she has ever appeared in Stock Footage in order to avoid conflict regarding Restrictions.

#### Chapter 5: Intellectual Property Rights and Protection of Personal Information

11. The Talent acknowledges that all intellectual rights (including copyright, trademark, and any other intellectual right) associated with the advertisement or project belong to the Clients and that Clients have the right to use, edit, duplicate, distribute and/or modify the Talent’s likeness and/or voice within the terms stipulated in each Individual Contract.
- a. The Talent must not use, edit, duplicate, distribute and/or modify materials that he/she has appeared, and the Talent must not post, quote or distribute on his/her SNS without written permission from the Agency.
  - b. The Talent approves uses of materials by Clients even after termination of Individual Contracts

if it is for non-advertising purposes (including but not limited to screening at advertising festivals, storage in companies' internal database and/or as archives) or if the Talent's appearance is not recognizable; such as being a member of a large group of background extras. The Talent shall understand that such appearances are not subject to Guarantees.

- c. The Talent shall acknowledge and approve that it takes a reasonable period of time (approximately three months) after the termination of an Individual Contact before removal of posters, signage, flyers and/or catalogs distributed during the period of the Individual Contract.
  - d. The Talent shall acknowledge that the Clients and the Agency shall not be held liable when unlawful third parties use, edit, duplicate, distribute and/or modify materials that the Talent appears in.
12. The Agency uses the Talent's personal information (information about a living individual which can identify the specific individual contained in such information and such information as will allow easy reference to other information and will thereby enable the identification of the specific individual) for purposes described below.
- i. advertising, publishing and event businesses that the Agency undertakes
  - ii. promotional and/or marketing activities to the Agency's Clients or its potential Clients. (production company, advertising agency, TV and/or radio broadcasting company, publisher, and such company or individual who associate with them)
  - b. Any materials containing any personal information provided to the Agency by the Talent shall not be returned.
13. The Agency shall not disclose the Talent's personal information beyond the purposes stipulated in the previous article or except for the cases described below.
- i. when required by law
  - ii. when necessary for protection of human lives or their assets and it is impossible to obtain the Talent's consent.
  - iii. when necessary in order to improve public health and it is impossible to obtain the Talent's consent
  - iv. when necessary for the national or local governments to execute their businesses stipulated by the law.
  - v. When necessary for attorneys, certified public accountants, tax accountants or any other personnel that is legally obligated to confidentiality, to obtain such information.
14. The Agency shall handle the Talent's personal information appropriately.
- a. The Agency, after the Talent's deregistration, shall not disclose his/her personal information to third parties by securely storing information that is yet needed and disposing the rest.
15. The Talent approves the Agency to list all items regarding him/her below on the Agency's website and

the Agency's corporate materials, except that are crossed out.

name	nationality	photos	body measurements	eye color
hair color	languages spoken	voice	profile	video
the Talent's past appearance	skills	hobbies		

#### Chapter 6: Deregistration and Compensation

16. It is considered that the Talent has deregistered from the Agency, if one or more of the following circumstances occurs;
- i. departing Japan without a plan of re-entry.
  - ii. not responding to the Agency's contacts for more than one month.
  - iii. when the Talent's whereabouts becomes unknown.
- b. The Agency can deregister the Talent in one or more of the following circumstances without notification.
- i. when it is discovered that the Talent's representation and warranties, stipulated under Article 5, are false.
  - ii. falling in conflict with the representation and warranties stipulated under Article 5 after signing this Pledge.
  - iii. being prosecuted by an investigative institution for an alleged criminal offense.
  - iv. violating Article 6, Article 9 or Article 10.
  - v. being engaged in other acts that significantly discredit the Agency.
  - vi. when the Talent breaches this Pledge or other rules and regulations set by the Agency and the Agency requests for his/her compliance yet such compliance cannot be seen after a reasonable period of time.
- c. Deregistration by the preceding items shall take effect at the moment when the Agency transmits its message by email, phone or any other means of communication.
17. If the Talent violates this Pledge and causes damage to the Agency, the Talent shall compensate for such damage.
- a. The Agency can offset its claim for compensation with its liability for Guarantee at the corresponding amount. The Talent must pay the shortage promptly if there is after such offset.

#### Chapter 7: Procedures after Termination

18. Effects of Individual Contracts shall not be affected by the termination of this Pledge (including those that have been renewed). However, it is not the case if such Individual Contract(s) terminates altogether with this Pledge.
19. The Talent shall be subject to Article 6 (confidentiality) and Article 10 (duties regarding Restrictions) even after deregistration or termination of Individual Contracts.
  - a. The Agency shall be subject to Article 14 (management of personal information) after the Talent's deregistration.
20. The Agency shall promptly remove the Talent and any items related to him/her, from its website and corporate materials after his/her deregistration.

#### Chapter 8: Miscellaneous Provisions

21. The Agency and the Talent agree that this Pledge is governed by the laws of Japan.
  - a. The Agency and the Talent agree to designate exclusively either Tokyo District Court or Tokyo Summary Court as the court of primary jurisdiction with respect to all disputes arising from the Pledge depending on the magnitude of the dispute in question.
22. The original of this Pledge shall be retained by the Agency and the Talent is to retain a copy.
23. Any contracts regarding the Talent's registration with the Agency that have previously been signed (referring to contracts that serve a similar purpose to this Pledge and do not include Individual Contracts) shall no longer be effective upon signing this Pledge.
  - a. The Talent and the Agency confirm that this Pledge shall be applied to all current and future Individual Contracts.

The Talent understands all the rules and regulations above and agrees to comply with them.

Name:

Date:

Signature: