

QUIET FLAME PRODUCTIONS This agreement dated _____ by and between QUIET FLAME PRODUCTIONS (hereinafter referred to as “Agency”), and _____ (hereinafter referred to as “Talent”), IN CONSIDERATION of the services to be provided and the mutual conditions to be performed, as provided herein, the parties agree as follows:

1. SCOPE OF AGREEMENT. Talent hereby engages Agency and Agency hereby agrees to represent Talent on an exclusive basis domestically in Japan and internationally with respect to Talent services, appearances and endeavors as a performing artist in the entertainment industries, including but not limited to motion pictures, television, commercials, industrials, voiceovers, print, conventions and promotional bookings for the term of this agreement.

2. DUTIES OF THE AGENCY. Agency agrees to use reasonable efforts in the performance of the following duties: assist Talent in obtaining offers of and negotiate engagements for Talent; advise, aid counsel and guide Talent with respect to Talent’s professional career, cooperate with duly constituted and authorized representatives of Talent in the performance of such duties. Agency will maintain an office and facilities reasonably adequate for rendition of such services. Agency will not accept any engagements for Talent without Talent’s prior approval, which shall not be unreasonably withheld. Agency shall pay all sums due and owing to Talent within one month from which Agency has received said sums. Similarly, Talent shall pay to Agency any commissions due and owing to the Agency upon receipt of payment from the client.

COMPENSATION OF AGENT. In consideration of the services to be rendered by Agency hereunder, Talent agrees to pay Agency the agency’s commission fee, based on the gross compensation received by the talent directly or indirectly for each engagement performed by Talent, in the following areas of the entertainment industry.

4. RIGHTS OF AGENCY. Talent will promptly refer to Agency all communications, written or oral, received by or on behalf of Talent relating to the services and appearances by Talent. Talent will not give out personal contact information and will not contact any clients met through Agency for any circumstances unless specifically instructed to do so by Agency. During the term of this agreement, Talent grants to Agency full authority to negotiate on behalf of Talent, for Talent services in the entertainment industry and all negotiations for such services of Talent shall be conducted through Agency unless Agency otherwise agrees. Agency may render similar services to others and may engage in other business ventures. Agency shall have the right to use and permit others to use Talent’s name and likeness in advertising and publicity relating to Talent services and appearances without cost or expense to Talent unless Talent shall otherwise agree in writing. Agency may publicize the fact that the Agency is a booking agency and representative for Talent. Agency shall have full authority to demand, collect and receive in Talent’s name any and all compensation to which Talent may be due. Talent expressly authorizes Agency to endorse Talent’s name upon and deposit in Agency’s account any and all compensation to which Talent may be due. Talent expressly authorizes Agency to endorse Talent’s name upon and deposit in Agency’s account any and all checks payable to Talent and retain therefrom all sums owing to Agency. Talent expressly agrees that Agency shall not be held responsible for any delinquent and/or outstanding accounts resulting in earnings owed to Talent that have been deemed uncollectible.

5. DURATION AND TERM OF AGREEMENT. The term of this agreement shall be in perpetuity. Either party may terminate this agreement by giving thirty (30) days prior written notice by certified mail to the other party expressing the terminating party's desire that the agreement be terminated.

6. RELATIONSHIP TO PARTIES. Nothing in this agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties. Talent enters into this agreement with Agency as an Independent Contractor and not as an employee of Agency, and Talent is responsible for all taxes arising out of all earnings paid to Talent by Agency. Talent shall be solely responsible for obtaining insurance relating to health, disability, personal injury and property loss arising out of or in the course of performance of Talent's activities in the entertainment industry. Talent is not entitled to Workmen's Compensation benefits from Agency and Talent shall hold Agency harmless for any and all losses, injuries and/or damages arising out of the performance of Talent's services hereunder.

7. ENTIRE AGREEMENT. This writing constitutes the complete agreement between the parties hereto, and no verbal representation by any party, or modifications, revisions or amendments hereto shall be of any effect other than by way of supplemental agreement in writing, making reference hereto, and signed by all parties.

8. THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT FOR THE SPECIFIC PURPOSE SET FORTH HEREIN. _____

QUIET FLAME PRODUCTIONS: _____
5-22- Seta, Setagaya-ku, Tokyo, 158-0095