# **Performance Agreement**

(DREAM CHAMPIONSHIP 2025 Final Tournament)

KLab Inc., a corporation duly organized and validly existing under laws of Japan having its principal office at 6-10-1, Roppongi, Minato-ku, Tokyo (hereinafter referred to as "KLab") and the performer described below (hereinafter referred to as the "Performer") shall enter into an agreement (hereinafter referred to as "this Agreement") regarding the Performer's engagement, as commissioned by KLab, to appear in the official tournament (hereinafter referred to as "this Tournament") for "Captain Tsubasa: Dream Team" (hereinafter referred to as "this Application"), a smartphone game provided by KLab.

[Performer]

Address: ••

Name: ●● (E-mail address: ●●)

#### Article 1 (Engagement of Performance)

1. KLab hereby commissions the Performer to appear in this Tournament, and the Performer accepts this engagement. In this Agreement, "performance" refers to participating in the Tournament at the location and time designated by KLab, utilizing advanced skills, know-how, and other capabilities possessed by the Performer to the best of their ability as a player of this Application.

Name and Schedule	ne and Schedule Name: DREAM CHAMPIONSHIP 2025 Final Tournament		
of this Tournament	Schedule: October ●th, 2025, ● am/pm (Japan Standard Time) [Date will be		
	specified upon conclusion of this Agreement]		
	KLab shall be entitled to change the above schedule due to the progress of this		
	Tournament and the Performer shall comply therewith.		
Venue of the Games	In this application		
Details of the	Participation and incidental duties for this Tournament		
performance			

1. KLab and the Performer shall confirm that the performance of the Performer set forth in the preceding paragraph cannot be achieved unless performance is carried out at the said date and place.

# Article 2 (Compensation)

- 1. The compensation payable by KLab to the Performer shall be determined by the Performer 's ranking in this Tournament and as set forth in the attached appendix. The payment of prize money shall be as set forth in 7.2 Payment and 7.3 Taxes of this Tournament Regulations (hereinafter referred to as the "Tournament Regulations").
- 2. The granting of in-game rewards for this Application and the shipment of prizes as set forth in the preceding paragraph shall be as set forth in 8. Prizes in Tournament Regulations, and their respective delivery dates are as follows:
  - In-game rewards provision date: Two business days after this Tournament date (Japan Standard Time)
  - Prize shipment date: [Date will be specified upon conclusion of this Agreement] (e.g., 2025/MM/DD) In Addition, the aforementioned provision and shipment dates are subject to adjustment (either earlier or later) should the schedule of this Tournament change.
- 3. KLab shall pay to the Performer the prize money set forth in Paragraph 1 by remittance to the account of the Performer designated financial institution on December ●th, 2025 [Date will be specified upon conclusion of this Agreement]. Provided, however, such payment shall be conditional upon the Performer submitting all necessary information and documents for KLab to pay the compensation, as stipulated in 7.2 Payment of the Tournament Regulations, by the deadline designated by KLab. Also, the payment date is subject to adjustment (either earlier or later) should the schedule of this Tournament change.
- 4. The Performer acknowledges that the provisions of this article constitute all compensation for the Performer's performance at this Tournament and for the application and effectiveness of this Agreement and this Tournament Regulations, and that the Performer shall have no other claims for compensation or otherwise against KLab or any third party designated by KLab, other than what is stipulated in this Article.

### Article 3 (Participation Eligibility, etc. of the Performer)

The Performer shall ensure that, in their performance in this Tournament, they satisfy the requirements set forth in 4.1 Entry Qualifications in Tournament Regulations and agree to 5.3 Rules, 6. Revocation of Participation Eligibility, 9. Prohibited Conduct, 10. Penalty, 12. Handling Personal Information, 14.

Exemption from Responsibility and 15. Changes to the Terms or the Tournament in Tournament Regulations.

## Article 4 (Neighboring Rights, Portrait Rights, Publicity Rights, etc.)

- 1. The Performer shall agree to 11. Recordings and Media Coverage During the Tournament in Tournament Regulations with respect to their performance at this Tournament and their photographing by KLab.
- 2. The Performer shall not exercise the moral rights of performers with respect to their performance at the Tournament and the in-game playing and interview images of the Performer at the Tournament taken by KLab or any third party designated by KLab.
- 3. The provisions of the preceding two paragraphs shall apply mutatis mutandis to cases where personal data, portraits, publicity rights, performances, etc. of the Performer are protected under laws and regulations other than Japanese law.

# Article 5 (Obligation of Confidentiality)

- Neither KLab nor the Performer shall disclose or divulge to any third party any technical, business, or
  other business information (hereinafter referred to as "Confidential Information") provided by the other
  party for the purpose of performance of this Contract, whether in writing, orally, or by electromagnetic
  means. provided, however, that this shall not apply to information that falls under any one of the following
  items:
  - (1) Information already possessed without any obligation of confidentiality
  - (2) Information rightfully obtained from a third party without any obligation of confidentiality
  - (3) Information independently developed without reference to information provided by the other party
  - (4) Information that is not in breach of this Agreement and is in the public domain both before and after receipt
- 2. When providing Confidential Information to the other party, KLab and the Performer shall specify the scope of Confidential Information and clearly indicate that it is Confidential Information.
- 3. The Party to whom Confidential Information has been provided shall take necessary measures for the management of such Confidential Information, and in the event such Confidential Information is disclosed to a third party, such Party shall obtain the prior written approval of the other Party. Provided, however, that this shall not apply where disclosure is required under laws and regulations or by the competent public agency.
- 4. KLab and the Performer shall use the Confidential Information provided by the other party under Paragraph 2 only to the extent required for the performance of the duties hereunder.

# Article 6 (Termination of Agreement)

- 1. If KLab or the Performer falls under any of the following grounds, regardless of whether or not such grounds are attributable to him/her, the other party may terminate this Agreement in whole or in part without any notice or demand.
  - (1) When the performance of its obligations stipulated in this Agreement becomes impossible or when it expresses an intention to refuse performance (this Agreement shall also be deemed to be minor because it is based on KLab and the Performer highly trustworthy relations). Except where it is clear that the purpose of this Agreement can be sufficiently achieved in the part which became impossible or other than the part for which the intention to refuse performance has been manifested
  - (2) If the Performer fails to perform at the Tournament at the date and time specified by KLab, including if they fail to commence performance for more than two minutes from such time;
  - (3) The Performer's representations and warranties are breached.
  - (4) When the Tournament are suspended or cancelled
  - (5) In the event of any material reason, breach of trust, or breach of this Agreement that makes it difficult to maintain this Agreement
  - (6) When it is found that the Performer does not meet the conditions set forth in 4.1 Entry Qualifications in Tournament Regulations
  - (7) If the Performer is a resident of Japan and it is found that the Performer is under 18 years of age, or if the Performer is not a resident of Japan and it is found that the Performer is under 18 years of age or that the Performer has not attained the age of majority in the country in which the Performer resides
  - (8) In the event of suspension of payment
  - (9) In the event of a suspension of business by a financial institution or clearinghouse
  - (10) In the event of a disposition for failure to pay taxes and other public charges
  - (11) When there has been a provisional attachment, provisional disposition, or an order or notice of attachment as the principal obligor

- (12) In the event of a petition for commencement of legal insolvency proceedings such as bankruptcy proceedings, civil rehabilitation proceedings, or corporate reorganization proceedings
- (13) When the Company or a Regional Company has abolished its business or made a material change thereto or adopted a resolution for dissolution.
- (14) In the event of any other deterioration in financial position or the existence of reasonable grounds for believing that such deterioration is likely to occur.
- 2. KLab or the Performer may terminate this Agreement in whole or in part in the event the other party breaches any of the provisions of this Agreement, whether or not due to reasons attributable thereto, if the other party's default is not remedied even after a demand for a reasonable period of time has been made, if the purpose of this Agreement cannot be achieved due to the establishment and passage of a cure period, or if the breach is not expected to be remedied. The same shall apply in the event the other party is reasonably expected to violate any of the provisions of this Agreement and such prospect is not resolved within a reasonable period of time after giving notice to the other party to that effect.
- 3. Termination pursuant to this article shall not preclude any party liable for such termination from claiming damages.

#### Article 7 (Representations and Warranties)

The Performer represents and warrants to KLab that the information and the Performer relating to itself contained in this Agreement entered into "Captain Tsubasa: Dream Team DREAM CHAMPIONSHIP 2025 Participation Information Entry Form" (The title is subject to change.) and transmitted upon performance in this Tournament are true.

### Article 8 (Force Majeure)

Notwithstanding any of the provisions of this Agreement, in the event this Tournament is adjourned, cancelled, or interrupted in whole or in part due to natural disasters such as earthquake, lightning strike, fire, wind or flood damage, power failure, or any other cause not attributable to both parties, such as game server trouble, or the purpose of this Agreement is no longer achievable due to such cause, KLab shall not be liable, and this Agreement may be terminated at its sole discretion without any payment of remuneration or compensation for the Performer.

### Article 9 (Exclusion of Antisocial Forces)

- 1. KLab and the Performer shall mean any person or group of individuals who, by themselves, affiliated companies, their officers and employees, or business partners, engage in acts of anti-social forces (pursue economic interests by using violence, force and fraudulent means, or engage in acts of violent demand, or acts of unreasonable demand beyond legal liability). It is not an organized crime group, an organized crime group member, a person who is no longer a member of an organized crime group or an organized crime group for a period of five years, an organized crime group-related company, a general meeting of companies, a socially conspicuous logo, a political activity logo, a special intelligence violence group, etc., but it is not directly or indirectly related to funds or other matters, and it is assured that no fund provision or any other transaction, regardless of the name, has been conducted or is planned to be conducted in the future.
- 2. In the event KLab or the Performer reasonably suspects that the other party is contrary to or contrary to the assurance set forth in the preceding paragraph, it shall be entitled to terminate the Agreement immediately without requiring notice or any other procedures.

#### Article 10 (Validity Period)

- 1. The term of this Agreement shall be from July 1st, 2025, to November 30th, 2025 (if this Tournament is postponed, it shall be extended in accordance with such postponement), regardless of the date of execution.
- 2. Notwithstanding the provisions of the preceding paragraph, Article 3, Article 4, Article 5, Article 6, Paragraph 4, Article 11, and Article 12 shall survive the expiration or termination of this Agreement for a period of three years.

## Article 11 (Governing Law and Jurisdiction)

This Agreement shall be governed by the laws of Japan and, in the event of any dispute arising in connection with this Agreement, the Tokyo District Court shall assume exclusive jurisdiction as the court of first instance.

#### Article 12 (Good Faith Consultation)

Any doubtful point arising in connection with any matter or the interpretation not stipulated herein shall be

settled in good faith by KLab and the Performer party after due consultation.

#### **Information on the Harassment Consultation Desk**

In accordance with Article 14 of the Act on Regulation of Transactions Pertaining to Specified Entrusted Business Operators, KLab has established a contact point for harassment counseling (including complaints) in order to improve the working environment for employees engaged in specified entrusted businesses.

If you are in trouble with any harassment that may be committed to outsourcing business with KLab, please contact KLab for consultation via e-mail.

- Harassment Consulting Service: Personnel Department Partner-Group of KLab Corporation: (<u>mailto:hr-partners@klab.com</u>)
- People who can use the harassment counseling service:
- Those who are currently engaged in specified consigned services under contract with KLab
- Those who were in such a position within the past year

KLab will handle consultations fairly, ensuring the privacy of not only the person seeking advice but also the individual involved. Please feel free to consult with confidence.

# Appendix

Rank	Prize money	In-game rewards	Prize
1st place	JPY6,000,000	<ul> <li>Dreamball × 2025</li> <li>In-Game Badge</li> <li>Champion Exclusive In-game Kit (Home + GK)</li> <li>Champion Exclusive SSR Tsubasa Ozora × 5</li> <li>Champion Exclusive SSR Natureza × 5</li> </ul>	<ul> <li>Dream Championship 2025 Long Sleeve T Shirt × 1</li> <li>Dream Team Original Cap × 1</li> <li>Dream Championship Original Cap × 1</li> <li>Champion's Trophy</li> <li>Championship Tournament Participation Trophy (1st place)</li> </ul>
2nd place	JPY2,000,000	<ul> <li>Dreamball × 2025</li> <li>In-Game Badge</li> <li>In-Game Kit (Home+GK)</li> <li>Championship Tournament Participant Exclusive SSR Tsubasa Ozora × 5 (2nd place background)</li> <li>Championship Tournament Participant Exclusive SSR Natureza × 5 (2nd place background)</li> </ul>	<ul> <li>Dream Championship 2025 Long Sleeve T Shirt × 1</li> <li>Dream Team Original Cap × 1</li> <li>Dream Championship Original Cap × 1</li> <li>Championship Tournament Participation Trophy (2nd place)</li> </ul>
3rd place	JPY1,000,000	<ul> <li>Dreamball × 2025</li> <li>In-Game Badge</li> <li>In-Game Kit (Home+GK)</li> <li>Championship Tournament Participant Exclusive SSR Tsubasa Ozora × 5 (3rd place background)</li> <li>Championship Tournament Participant Exclusive SSR Natureza × 5 (3rd place background)</li> </ul>	<ul> <li>Dream Championship 2025 Long Sleeve T Shirt × 1</li> <li>Dream Team Original Cap × 1</li> <li>Dream Championship Original Cap × 1</li> <li>Championship Tournament Participation Trophy (3rd place)</li> </ul>
4th place	JPY500,000	<ul> <li>Dreamball × 2025</li> <li>In-Game Badge</li> <li>In-Game Kit (Home+GK)</li> <li>Championship Tournament Participant Exclusive SSR Tsubasa Ozora × 5 (BEST8 background)</li> <li>Championship Tournament Participant Exclusive SSR Natureza × 5 (BEST8 background)</li> </ul>	<ul> <li>Dream Championship 2025 Long Sleeve T Shirt × 1</li> <li>Dream Team Original Cap × 1</li> <li>Dream Championship Original Cap × 1</li> <li>Championship Tournament Participation Trophy (BEST8)</li> </ul>
5th to 8th place	JPY100,000	<ul> <li>Dreamball × 2025</li> <li>In-Game Badge</li> <li>In-Game Kit (Home+GK)</li> <li>Championship Tournament Participant Exclusive SSR Tsubasa Ozora × 5 (BEST8 background)</li> <li>Championship Tournament Participant Exclusive SSR Natureza × 5 (BEST8 background)</li> </ul>	<ul> <li>Dream Championship 2025 Long Sleeve T Shirt × 1</li> <li>Dream Team Original Cap × 1</li> <li>Dream Championship Original Cap × 1</li> <li>Championship Tournament Participation Trophy (BEST8)</li> </ul>
Special prize	JPY100,000	None	None

[The content of the in-game rewards and prizes mentioned above is subject to change. It will be specified upon conclusion of this Agreement]