Form 4-1

Joint Venture Participation Notification of

Contract for the Purchase and Sale of Overseas Media Rights for the

5th Asian Para Games

Date: \_\_\_\_\_\_\_\_\_\_\_\_, 2025

To: AINAGOC

Mr. Satoshi Murate, Secretary General

[Joint Venture Name]

Representative company of joint venture:

Address or location of representative company:

Company name or designation of representative company:

Position and name of representative:

Members of joint venture:

Address or location:

Company name or designation:

Position and name of representative:

A joint venture has been formed to enter into the following contract, and, therefore, we submit this notification along with a copy of the joint venture agreement. We hereby pledge that all details contained in this notification and attached documents are true and accurate.

1. Name of contract:

Contract for the Purchase and Sale of Overseas Media Rights for the 5th Asian Para Games

1. Contract Details: All in connection with the above

Form 4-2

Joint Venture Agreement of

Contract for the Purchase and Sale of Overseas Media Rights for the

5th Asian Para Games

Article 1. Purpose

The purpose of this Joint Venture shall be to jointly and severally undertake the Contract for the Purchase and Sale of Overseas Media Rights for the 5th Asian Para Games (hereinafter referred to as the “Contract”).

Article 2. Name

This joint venture shall de referred to as [the 〇〇〇〇-〇〇〇〇 Joint Venture] (hereinafter referred to as the “Joint Venture”).

Article 3. Office Address

The Joint Venture shall have its office located at [Address 〇〇〇〇].

Article 4. Dates of Establishment and Dissolution

1. The Joint Venture was established on [Day][Month], [Year], and may not be dissolved until three months after the performance of the Contract.
2. The duration of the preceding paragraph can be extended by obtaining the consent of all members.

Article 5. Address and Name of Members

The members of the Joint Venture are as follows:

Address:

Company Name or Designation:

Address:

Company Name or Designation:

Article 6. Name of Representative

The Joint Venture shall be represented by [〇〇〇〇 Corporation].

Article 7. Authority of Representative

1. The representative of the Joint Venture shall have the authority to negotiate with clients and supervisory authorities, etc., on behalf of the Joint Venture, regarding the performance of the Contract, and the authority to request and receive service fees (including advance payments and partial payments) and to manage assets belonging to the Joint Venture in its own name.
2. For as long as the rights of the authors stipulated in Chapters 2 and 3 of the Copyright Act (Act No. 48 of 1970) remain in force from the date of the contract, the members shall delegate to the company representing the Joint Venture the authority to negotiate with the consignor regarding such rights with respect to the deliverables (including the deliverables related to the designated parts stipulated in the contract and the deliverables related to partial delivery) and other matters. Furthermore, if the company representing the Joint Venture becomes bankrupt or dissolves after the dissolution of the Joint Venture, the authority to negotiate with the consignor regarding such rights shall be delegated to one of the other member companies other than the company that is the representative by the other member companies.

Article 8. Proportion of Contribution by Members, etc.

1. The proportion of contribution by the members of the Joint Venture shall be determined separately.
2. Non-monetary contributions shall be evaluated by the members through consultation upon considering their current market value.

Article 9. Steering Committee

The Joint Venture shall establish a steering committee comprising all its members for the performance of the Contract.

Article 10. Responsibilities of Members

Each member shall be jointly and severally responsible for the performance of the Contract.

Article 11. Financial Institutions

The financial institution of the Joint Venture shall be [XX Bank] and transactions shall be conducted through a separate deposit account registered in the name of the represented in the name of the Joint Venture or in the name of the Joint Venture.

Article 12. Settlement of Accounts

The Joint Venture shall settle accounts for the entrusted work each time it is completed.

Article 13. Proportion of Dividends on Profits

In the event that a profit is generated as a result of the settlement of accounts, the profit shall be distributed to the members according to the proportion of the contributions stipulated in the agreement pursuant to Article 8.

Article 14. Proportion of Burden of Loss

In the event that a loss occurs as a result of the settlement of accounts, the members shall bear the loss according to the proportion of the contributions stipulated in the agreement based on Article 8.

Article 15. Restriction on Assignment of Rights and Obligations

The rights and obligations under this Agreement may not be transferred to another person.

Article 16. Measures for Withdrawal of Members During Commissioned Services

1. A member may not withdraw without the approval of the consignor and all members until the day the consigmmisioned work is completed by the Joint Venture.
2. In the event that any of the members withdraws in accordance with the provisions of the preceding paragraph during the consignment work, the remaining members shall jointly and severally complete the consignment work.
3. If a member withdraws pursuant to the provisions of paragraph 1, the proportion of contribution of the remaining members shall be recalculated by proportionally redistributing the withdrawing member's contributions to the remaining members, in accordance with the proportion outlined in Article 8.
4. The return of the contribution of a withdrawing member shall be made at the time of settlement of accounts; provided, however, that in the event of a loss as a result of the settlement of accounts, the amount shall be refunded after deducting the amount to be borne by the member had the member not withdrawn from the contribution of the withdrawing member.
5. In the event that profits are generated as a result of settlement of accounts, no dividends on profits shall be paid to the withdrawing members.

Article 16-2. Expulsion of Members

1. If any of the members defaults on a material obligation or other grounds for expulsion arise during the Contract, the Joint Venture may expel such member with the approval of all other members and the consignor.
2. In the case of the preceding paragraph, the expelled member must be notified to that effect.
3. In the event that a member is expelled pursuant to the provisions of paragraph 1, paragraphs 2 to 5 of the preceding Article shall apply *mutatis mutandis*.

Article 17. Measures against Bankruptcy or Dissolution of Members During the Services

In the event that any of the members becomes bankrupt or dissolves in the course of the consigned work, paragraphs 2 to 5 of Article 16 shall apply *mutatis mutandis*.

Article 17-2. Change of Representative

If the representative withdraws, is expelled, or becomes unable to fulfill its duties as a representative, a new representative may be elected from among the remaining members, in place of the previous representative, with the approval of all other members and the consignor.

Article 18. Liability for Nonconformity After Dissolution

Even after the Joint Venture is dissolved, the members shall remain jointly and severally liable if the deliverables that have been delivered to the consignor fail to conform with the contents of the agreement in regards to their type or quality.

Article 19. Matters Not Stipulated in the Agreement

Any matters not addressed in this Agreement shall be determined by the Steering Committee.

Since the foreign companies of XXXXX Co., Ltd. have entered into a joint venture agreement for this business as outlined above, this agreement shall serve as evidence. Each copy shall be signed by the members and retained in their possession.

Date: , 2025

Company Name or Designation: [○○○○ Corporation]

Representative Name and Position:

Company Name or Designation: [○○○○ Corporation]

Representative Name and Position:

Proportion of Contribution Based on Article 8 of the Joint Venture Agreement for the Contract for the Purchase and Sale of Overseas Media Rights for the 5th Asian Para Games,

In accordance with the provisions of Article 8 of the Joint Venture Agreement for Contract for the Purchase and Sale of Overseas Media Rights for the 5th Asian Para Games, the proportion of contribution by the members of the Joint Venture with respect to the below Contract have been determined as follows; provided, however, that notwithstanding any changes, increases, or decreases in the contents of the contract with the consignor, the proportion of contribution among the members shall remain unchanged.

1. Name of Contract: Contract for the Purchase and Sale of Overseas Media Rights for the 5th Asian Para Games
2. Proportion of contribution:

[Company Name A]: %

[Company Name B]: %

[Company Name X]

IN WITNESS WHEREOF, [Representative Company Name A] and the other [number of other companies] companies have determined the proportion of contribution stated above, and have prepared this agreement in [X] copies by all members signing each copy thereof, and each party shall retain one copy.

Date: , 2025

[Joint Venture Name]

Representative: [Company Name A]

[Name of representative of Company Name A], Representative Director

[Company Name B]

[Name of representative of Company Name B], Representative Director

[Company Name X]

[Name of representative of Company Name X], Representative Director

Form 4-3

Power of Attorney

Date: , 2025

To: AINAGOC

Mr. Satoshi Murate, Secretary General

Delegator

Address:

Company Name or Designation:

Representative Name and Position:

I hereby appoint the following person to be my agent, regarding the services listed in 1., and delegate the authority listed in 2.

1. Name of Contract: Contract for the Purchase and Sale of Overseas Media Rights for the 5th Asian Para Games
2. Delegation matters:

a) Matters related to the submission of documents necessary for application for work; and

b) Matters related to quotation and contract conclusion

Agent:

Address:

Company Name or Designation:

Representative Name and Position: