# Service Agreement

The Japan Poker Union (hereinafter referred to as "Party A") and the top players of poker tournaments partnered with Party A (hereinafter referred to as "Party B") hereby enter into a contract (hereinafter referred to as "this Agreement") concerning the outsourcing of tasks from Party A to Party B, as outlined below.

### Article 1 (Outsourcing of Tasks, etc.)

- 1. Party A shall outsource the tasks specified below (hereinafter referred to as "the Tasks") to Party B, and Party B shall accept the outsourcing of these tasks.
- (1) Participation in poker tournaments designated by Party A as a contracted player.
- (2) Attaching and displaying emblems or stickers specified by Party A on clothing or other items.
- (3) Appearing in Party A's promotional activities, interviews, photo shoots, and recordings.
- (4) Tasks related to or incidental to the tasks specified in the preceding items.
- (5) Any other tasks mutually agreed upon between Party A and Party B.
- 2. Party A shall lend to Party B any necessary equipment for the performance of the business as required.
- 3. During the term of this agreement, Party A may, through mutual consultation with Party B, modify the scope of the business entrusted to Party B as described in the preceding paragraph.

#### Article 2 (Commission Fee)

- 1. Party A shall bear all or part of the expenses related to participation in poker tournaments, including entry fees, travel expenses, accommodation costs, etc., as a commission fee to Party B. The amount of the commission fee and the specific poker tournaments to be covered will be listed in the Player Agreement Appendix (Budget and Covered Tournaments). However, if Party B does not participate in a poker tournament submitted by Party A, Party A will not be obligated to pay the commission fee.
- 2. When Party B wins a prize in a poker tournament, Party B shall pay 0.1% of the total prize money to the account of a financial institution designated by Party A by bank transfer no later than the end of the following month. The transfer fee will be borne by Party B.

#### Article 3 (Report)

Party A may request Party B to report on the status of the business as necessary.

#### Article 4 (Prohibition of Subcontracting)

Party B shall not subcontract all or part of the business to any third party (hereinafter referred to as "Subcontractor") without prior notice to Party A. Regardless of whether Party B provides prior notice, any use of a subcontractor by Party B shall be at Party B's own responsibility, and any issues arising from the actions of the subcontractor shall be considered as the responsibility of Party B.

# Article 5 (Confidentiality)

- 1. Party B shall strictly maintain the confidentiality of all information received from Party A during the performance of the business and use it solely for the purpose of carrying out the business. Except in cases where disclosure is required to lawyers, tax accountants, or certified public accountants (on the condition that these individuals are subject to the same obligations as outlined in this article), Party B shall not disclose or leak such confidential information to any third party without Party A's consent. However, information that falls under any of the following categories shall not be considered confidential information:
- (1) Information that was already publicly known at the time it was provided or disclosed by Party A.
- (2) Information that became publicly known after being provided or disclosed by Party A, without any fault of Party B.
- (3) Information that Party B was already holding at the time of disclosure by Party A, without any obligation to maintain confidentiality toward Party A.
- (4) Information that was provided or disclosed by a third party without violating any law or contract.
- 2. Even after the termination of this agreement, the confidentiality obligations specified in this article shall remain in effect indefinitely.

# Article 6 (Prohibition of Transfer of Rights and Obligations)

Neither Party A nor Party B may transfer or pledge their respective rights or obligations under this agreement to any third party without obtaining the prior written consent of the other party.

#### Article 7 (Termination of Agreement)

- 1. Either Party A or Party B may immediately terminate all or part of this agreement without notice if the other party falls under any of the following conditions:
- (1) The other party breaches this agreement and fails to correct the breach despite being requested to do so within a reasonable period of time.
- (2) The other party engages in actions that damage the reputation, honor, or mutual trust between the parties.
- (3) A petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, or any other insolvency proceedings is filed.
- (4) There are petitions for seizure, provisional seizure, provisional disposition, auction, tax delinquency proceedings, or any other similar procedures.
- (5) The other party ceases payment or becomes unable to pay, or a bill or check is dishonored, resulting in a suspension of banking transactions by the clearinghouse.
- (6) The other party merges, dissolves, liquidates, transfers all or a significant part of its business to a third party, or uses it for any other purpose.
- (7) Any other circumstances similar to the above.
- 2. Termination under the preceding paragraph does not prevent claims for damages against the other party.
- 3. If this agreement is terminated in accordance with the provisions of this article or other applicable laws, Party B shall return the commission fees paid by Party A to Party B (including the commission fees specified in Article 2, but not limited to these) to Party A.

#### Article 8 (Term of Agreement)

- 1. The term of this agreement shall be 365 days from the date of the contract. However, the term may be extended only if Party A approves.
- 2. If this agreement expires, the parties shall consult with each other and carry out settlement procedures related to the business.
- 3. Notwithstanding the provisions of paragraph 1, Party A may terminate this agreement by providing written notice to Party B at least two months prior to termination.

#### Article 9 (Exclusion of Transactions with Anti-Social Forces)

- 1. Party A and Party B each represent and warrant the following:
- (1) Neither they nor their officers or shareholders (hereinafter referred to as "Affiliates") are members of, or affiliated with, organized crime groups, companies related to organized crime groups, or any other similar entities, or their members (collectively referred to as "Anti-Social Forces").
- (2) Neither they nor their Affiliates will utilize Anti-Social Forces.
- (3) Neither they nor their Affiliates will provide funds, benefits, or otherwise cooperate or engage in the maintenance or operation of Anti-Social Forces.
- (4) Neither they nor their Affiliates have any relationship with Anti-Social Forces.
- (5) They, or using a third party, will not engage in violent acts, fraud, threats, or acts that harm the reputation or credit of the other party, nor will they interfere with the other party's business.
- 2. If either party determines that the other party has violated any of the provisions in the preceding paragraph, they may immediately terminate all or part of this agreement without the need for notice, demand, or any other procedure. In such a case, the violating party shall immediately compensate the other party for all damages incurred.

#### Article 10 (Exclusive Jurisdiction)

In the event of a dispute concerning this agreement, the Tokyo District Court or the Tokyo Summary Court, depending on the amount in dispute, shall have exclusive jurisdiction as the court of first instance.

#### Article 11 (Consultation)

Any matters not stipulated in this agreement, or any matters where doubts arise, shall be decided through mutual consultation between the two parties.

That's all.

# Privacy Policy

The Japan Poker Union establishes and commits to its privacy policy, ensuring the protection of personal information.

- We comply with laws and regulations related to personal information protection, as well as national guidelines and other standards.
- 2. The purposes for which personal information is used will be clearly stated, and personal information will be acquired, used, and provided appropriately. Personal information obtained will only be used within the scope of the stated purpose, except where required by law.
- Personal information obtained will not be provided to third parties without the individual's consent, except where required by law.
- 4. We will implement appropriate organizational, physical, human, and technical measures for personal information protection and ensure safety management.
- 5. We will establish and disseminate rules regarding personal information protection, and provide education and awareness to ensure proper handling of personal information.
- We will conduct periodic checks on the handling, management system, and efforts related to personal information and continuously improve and review them.
- 7. When outsourcing, we will carefully assess eligibility and provide guidance and supervision to ensure thorough information management.
- 8. We will, in accordance with laws, disclose, correct, add, delete, or notify the purpose of use of personal information upon the individual's request, and appropriately respond to opinions and inquiries. If the Japan Poker Union's privacy policy is amended, it will be published on the website.

That's all.