

# Tomato Creator Agreement

## Deliverables:

See Appendix 1 for additional details on requirements of Deliverables.				Sponsor/Principal:		
	Format:	Channel/Talent:	Script Date:	Draft Date:	Launch Date:	Fee:
#1	1*2 hr Twitch Stream	henyathegenius			10/28, 2025, PDT to 11/2, 2025, PDT	\$10,500 USD
					Total Fee:	\$10,500 USD guaranteed pay-or-play
<i>Payment is due 30 days after completion of services and receipt of invoice. Payments via PayPal will incur a 5% service fee. Bank wire transfers are not subject to this fee.</i>					Agreement Term:	

## Promotional License:

Is Promotional License and its terms enforceable in this agreement? (YES/NO):	NO	Duration:	N/A	Region:	N/A
<b>Promotional License Terms:</b> Talent shall confer upon the Principal and BlueFocus a limited, non-transferable, irrevocable, non-exclusive, royalty-free license to utilize the trademarks and any intellectual property rights created or employed by the Talent in the execution of the Service. This license is granted solely for the public promotion and marketing of the product(s) delineated in the Specification of Service, and is strictly confined to the Duration and Region defined above.					
<b>Additional Info:</b> None.					

## Parties:

### Party (hereinafter **BlueFocus**)

Name: Tomato Interactive Limited

**BlueFocus Signature**

Representative: Jiao Li

Address: 11/F, 12/F & Rooftop, 133 Wai Yip Street

Kwun Tong, Kowloon, Hong Kong

**Date**

### Party (hereinafter **Talent**)

Name: \_\_\_\_\_ Koshi Makino



**Talent Signature**

Representative (if party is an entity): \_\_\_\_\_ Haishingiken

Email: \_\_\_\_\_ makino@giken.tv

Address: \_\_\_\_\_ Sakuragaoka-Cho 30-4, Shibuya

Tokyo, 1500031, Japan

**Date**

2026 / 01 / 11

### Party (hereinafter **Talent Agency**)

Name: \_\_\_\_\_

Representative: \_\_\_\_\_

**Talent Agency Signature**

Email: \_\_\_\_\_

Address: \_\_\_\_\_

**Date**

## Terms of Agreement:

The parties to this agreement, **BlueFocus** and **Talent**, shall hereafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

### 1. Obligations of BlueFocus

- BlueFocus** shall diligently answer any inquiries and supply all necessary materials to enable the **Talent** to effectively perform their obligations laid out in this agreement and shall generally collaborate in good faith with the **Talent** towards the successful execution of those obligations.

### 2. Obligations of the Talent

- The **Talent** shall execute the services (hereinafter "the Service"), as further delineated in **Appendix 1**.
- The Talent agrees to refrain from publishing, posting, or endorsing any physically, socially, politically, or morally provocative or objectionable content, as determined at the sole discretion of BlueFocus, without prior written consent that could potentially harm or bring into disrepute the reputation of BlueFocus or the principle.
- All Services performed shall be expressly identified as completed on behalf of **BlueFocus'** client, for remuneration, and be clearly labeled as advertisements in a manner sufficient to meet the controlling regulatory standards for such material.
- The **Talent** must ensure that any personally identifiable information (if any) collected through tracking links implemented by the **Talent** on behalf of **BlueFocus** strictly adheres to all relevant legislation, particularly those pertaining to data protection.

### 3. Intellectual Property Rights

- To facilitate the **Talent's** fulfillment of the Service under this Agreement, the **Talent** is hereby conferred a limited, non-transferable, revocable, non-exclusive, global, royalty-free license to utilize the trademarks and associated intellectual property rights of **BlueFocus** or its principal, solely for the provision of the Service.
- Except for the licenses previously stipulated, nothing within this Agreement shall be interpreted as a transfer, assignment, or licensing of any intellectual property between the Parties or the conferment of any other rights among the Parties.

### 4. Confidentiality

- Both Parties commit to keeping all shared Confidential Information (as defined below) confidential during and post the Agreement Term. 'Confidential Information' includes all information shared under this

Agreement, except publicly known information, information already possessed before receiving it under this Agreement, information received from third parties without restriction, and information required to be disclosed by law.

## 5. Limitation of Liability

- a. Neither Party shall be liable for indirect, consequential, special, punitive, or exemplary damages, including lost profits or opportunities, due to this Agreement. The Talent will indemnify BlueFocus against claims for any injury or harm suffered during service provision, except for harm caused by BlueFocus' gross negligence or willful misconduct. This indemnification persists post-termination. The total liability under this Agreement is capped at the fees paid by BlueFocus to the Talent.

## 6. Term and Termination

- a. This Agreement becomes effective upon signature by both Parties and remains valid until the conclusion of the Term.
- b. Nevertheless, either Party retains the right to terminate this Agreement with immediate effect by providing the other Party with written notice, if the other Party:
  - i. Fails to fulfill any of its obligations under this Agreement, provided that such failure has significant importance to the non-breaching Party and, unless otherwise specified in **Appendix 1**, the breaching Party has failed to rectify the situation within seven (7) days following the breach; or
  - ii. Suspends its payments, is the subject of a bankruptcy petition, enters into liquidation, or is otherwise deemed to be insolvent.
- c. A Party may also terminate this Agreement immediately, without notice, if the other Party, its shareholders, directors, or senior officers, commit any act which could reasonably be deemed immoral, deceptive, scandalous, or obscene, or which could harm, tarnish, damage or otherwise negatively impact the reputation and goodwill of such Party. However, **BlueFocus** acknowledges that the **Talent** maintains a public persona that includes a specific conduct and use of vernacular expressions, meaning all actions should be assessed in context, considering the **Talent's** regular and normal way of conduct.

## 7. Miscellaneous

- a. The Parties act as independent contractors, and nothing in this Agreement shall be construed as forming a partnership or employment relationship between them, or as making any Party the agent of another Party for any purpose.
- b. This Agreement embodies the entire understanding of the Parties with respect to its subject matter and supersedes all other prior or contemporaneous understandings, whether written or oral. Except for those contained herein, no other promises, terms, conditions, or obligations, oral or written, express or implied, exist, save for those mutually agreed in writing between the Parties subsequent to the execution of this Agreement or amended except by written instruments signed by the Parties.
- c. For the avoidance of doubt, neither Party may assign this Agreement without the prior written consent of the other Party.
- d. Obligations intended by their nature to survive the end of the Term shall persist following the termination of this Agreement.
- e. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.
- f. This Agreement may be executed and delivered by electronic means, including scanned copies transmitted via email or other electronic communication methods. The scanned signatures and seals of both parties shall be deemed equivalent to original signatures and seals for all purposes. A scanned version of this Agreement shall have the same legal effect and enforceability as the original Agreement.

## 8. Governing Law and Dispute Resolution

- a. This agreement and any disputes arising out of it shall be governed by the laws of Hong Kong.
- b. Any dispute, controversy, difference, or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach, or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by JAMS. The seat of arbitration shall be Los Angeles, CA, and the arbitration proceedings shall be conducted in English.

## 9. Insurance

- a. Talent shall be added as an additional insured on all genera

## 10. Indemnity

Talent shall be added as an additional insured on all general liability and E&O insurance policies obtained by BlueFocus in connection with this Agreement 10. 10. Indemnity a. BlueFocus will indemnify, defend and hold Talent harmless from and against any and all losses, damages, claims, liabilities, and expenses (including reasonable outside legal fees), incurred as a result of or in connection with any claims, suit, action, demand, or proceeding by a third party ("Third Party Claim") arising from (a) breach of any BlueFocus obligations, warranty, representation, covenant, or guaranty of this Agreement; (b) personal injury, death, or property damages arising

out of negligence of BlueFocus, its representatives, agents, or employees; (c) product liability of BlueFocus products or (d) BlueFocus's actual infringement or misappropriation of any patent, trademark, copyright, or other proprietary right held by any third party.

## Specification of the Service

### General Guidelines:

1. Any modifications to this Section pertaining to General Guidelines or Content Guidelines may be affected only once both parties have formally agreed to them in writing.
2. The Talent will in best efforts ensure that all deliverables fully adhere to the "General Guidelines" and "Content Guidelines". This extends to any modifications or additional material for these guidelines provided to Talent in writing.
3. The quality standard of the deliverables must match or surpass the quality evident in the Talent's recent posts at the time the sponsorship agreement is enacted.
4. The deliverables' content (in totality if part of a greater whole) should portray the product(s) in a favorable manner and inspire the audience to purchase the product. Additionally, it should not include any socially, morally, physically, or politically provocative or objectionable material without prior consent from BlueFocus.
5. Talent will in best efforts refrain from endorsing, highlighting, or promoting other brands, particularly products which may be considered competitors, in any of the deliverables provided by Talent unless otherwise agreed to by both parties in writing.
6. The Client reserves the right to request one round of revisions following the draft review if the content is deemed to be unsatisfactory. Any subsequent revisions will be necessitated only by a material factual error in the resultant video. If any of the Deliverables provided by the Talent are deemed to have significantly deviated from the requirements set forth in the Specifications of Service, the failure to properly cure the issue will be considered a material breach under section 6.b.i of the Agreement.
7. The Deliverables must remain publicly available for 60 days. If public accessibility to the Deliverables is not possible to maintain for 60 days for reasons outside of Talent's control, Talent must immediately inform Tomato in writing and explore potential alternative solutions to maintain public accessibility.

**Modifications to the services provided can be made if both parties agree to the modifications in writing.**

	<b>Deliverable #1</b>
Product:	Duet Night Abyss
Channel:	henyathegenius
Format:	1*2 hr Twitch Stream
Script Due:	
Draft Due:	
Go Public:	10/28, 2025, PDT to 11/2, 2025, PDT

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タイトル	Makin_Signed)henyathegenius-Duet Night Abyss OBT Campaign
ファイル名	henyathegenius-Du...OBT_Campaign.docx
ドキュメント ID	7a0252b98e971d590c6eb9dba0510dc9ed0a0b33
監査証跡の日付形式	YYYY / MM / DD
ステータス	● 署名済み

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## ドキュメント履歴

**2026 / 01 / 10**

17:40:37 UTC

info@giken.tv から 牧野 耕志 (makino@giken.tv)

に署名依頼を送信しました

IP: 133.203.85.41

**2026 / 01 / 10**

17:41:04 UTC

牧野 耕志 (makino@giken.tv) が閲覧しました

IP: 133.203.85.41

**2026 / 01 / 10**

17:42:45 UTC

牧野 耕志 (makino@giken.tv) が署名しました

IP: 133.203.85.41

**2026 / 01 / 10**

17:42:45 UTC

ドキュメントへの署名が完了しました。