

SERVICE AGREEMENT

This AGREEMENT is made and entered into this first day of April, 2018,
BY AND BETWEEN

hereinafter referred to as “Company”
AND

hereinafter referred to as “Artist”

NOW AND THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

Article 1 (Scope of Agreement)

Company hereby engages Artist as a songwriter to compose music (hereinafter referred to as the “Composition”) for the commercial messages of the product, _____ marketed by _____ (hereinafter referred to as the “Client”). Artist hereby accepts such engagement on the terms and conditions set forth in this Agreement.

Article 2 (Delivery)

- (a) Artist shall deliver to Company the recorded Composition at Artist’s sole expense in a format designated by Company on or before December 31, 2018.
- (b) If Company, in its sole discretion, reasonably deems the recorded Composition delivered by Artist to be unacceptable in form and substance, then Company shall promptly advise Artist by written notice, and Artist shall cure any defects and generally revise and correct the recorded Composition to the reasonable satisfaction of Company, and deliver the fully revised and corrected recorded Composition promptly after receipt of Company’s notice.
- (c) If Artist fails to deliver the recorded Composition required hereunder on the dates reasonably designated by Company, or if Artist fails to do so in a form and substance reasonably satisfactory to Company, then Company shall have the right to terminate this Agreement by so informing Artist by letter sent by certified mail, return receipt requested, to the address of Artist set forth herein. Upon termination by Company, Artist shall, without prejudice to any other right or remedy of Company, immediately repay Company any sums previously paid to Artist, and upon such repayment, all rights granted to Company under this Agreement shall revert to Artist.

Article 3 (Copyright)

- (a) Artist shall assign to Company all copyrights in and to the Composition, including but not limited to the rights set forth in articles 27 and 28 of the Japanese Copyright Act, throughout the whole world and during the term of the copyright to the Composition.
- (b) Company has the right to commission any music copyright society, including but not limited to JASRAC and NexTone, to administer the copyright to the Composition at Company’s sole discretion as appropriate. In this case, Company and Artist shall make a copyright agreement based upon discussions between the Parties hereto.

Article 4 (Payment)

In consideration of services of Artist rendered hereunder and the rights granted by Artist to Company herein, Company shall pay JPY〇〇〇〇〇〇 (including the withholding tax of the applicable jurisdiction) to Artist. This payment shall cover all usage fees including but not limited to broadcasting fee, synchronization fee, and

digital transmission fee on the Internet. Artist hereby warrants and represents that no other payments or fees are payable to Artist by Company for the usage of the Composition.

Article 5 (Exemption)

If necessary, Artist shall take all procedures for the music copyright society to which Artist belongs to exempt the Client from paying copyright fees charged by any applicable Japanese music copyright society (whether JASRAC or NexTone) for its commercial usages.

Article 6 (Representations and Warranties)

Artist represents and warrants the following hereunder:

- (a) Artist has not granted and shall not grant any right or license to a third party to use the Composition for the purpose of any commercial message of other company's competing product(s) in Japan;
- (b) Artist is legally free to enter into this Agreement, and Artist will perform all of Artist's obligations, duties, commitments and covenants in good faith hereunder;
- (c) Artist shall indemnify and hold harmless Company from and against all actual losses, liabilities, damages, deficiencies, costs or expenses (including reasonable attorneys' fees) reasonably attributable to the breach of any representation or warranty or any other obligations of Artist contained herein.

Article 7 (Name and Likeness)

Artist shall grant to Company the non-exclusive right to use and permit others to use Artist's names (including any professional names), likeness, signatures and biographical materials in connection with the commercial messages set forth in Article 1 hereof.

Article 8 (Good Faith Consultation)

Any matters not addressed in this Agreement, or any doubt or uncertainty with respect to this Agreement, shall be resolved through good faith consultation between the Parties hereto.

Article 9 (Force Majeure)

Neither party shall be liable to the other party for any delay or failure in performing its obligations hereunder due to causes beyond its reasonable control, including but not limited to acts of God; acts of government or governmental authorities; compliance with law, regulations, or orders, fire, storm, flood or earthquake; war (declared or not), rebellion, revolution, or riots; or strike or lockouts.

Article 10 (Termination)

If either party defaults in the performance of this Agreement, the non-defaulting party shall have the right to terminate this Agreement by written notice. Termination of the Agreement shall not affect the rights nor the remedies available to the non-defaulting party.

Article 11 (Entire Agreement)

This Agreement sets forth the entire understanding and agreement between the parties as to the matters covered herein, and supersedes and replaces any prior undertaking, statement of intent or memorandum of understanding, in each case, written or oral.

Article 12 (Governing Law and Jurisdiction)

The parties hereby consent to and confer exclusive jurisdiction upon Tokyo District Court over any disputes arising out of or relating to this Agreement. This Agreement is governed by and construed in accordance with the laws of Japan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Company

Artist