

MUSICAL PERFORMANCE 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 musician to give a musical performance for Chosaku Kenzo’s concert, the locations, times, and venues for which are set forth in the attached Schedule (hereinafter referred to as “Show”). Artist hereby accepts such engagement on the terms and conditions set forth in this Agreement.

Article 2 (Payment)

For services of Artist rendered hereunder, Company shall make the following payment which includes withholding tax.

Rehearsal: US \$ _____ × ___ days = US\$ _____
Concert : US \$ _____ × ___ days = US\$ _____

Article 3 (Accommodations and Transportation)

- (a) Company shall provide, at its sole cost, for the duration of the concert tour, the following;
- (1) One (1) round-trip business class air ticket from New York to Narita.
 - (2) Internal transportation between the airport and the hotel, and the hotel and the venues.
 - (3) Hotel accommodation for the duration of the concert tour.
- (b) Artist shall be liable for all personal expenses, including but not limited to meals, telephone charges, personal travel expenses, and incidentals.

Article 4 (Name and Likeness)

Artist shall grant to Company the non-exclusive right to use and permit others to use Artist’s name (including any professional names), likeness, signatures, and biographical materials for purposes of advertising, promoting, and marketing the Show.

Article 5 (Indemnity)

- (a) Artist shall indemnify and hold harmless Company from and against all actual losses, liabilities, damages, deficiencies, costs and expenses (including reasonable attorneys’ fees) reasonably attributable to the breach of any representation or warranty or any other obligations of Artist contained in this Agreement.
- (b) Company shall indemnify and hold harmless Artist from and against all actual losses, liabilities, damages, deficiencies, costs and expenses (including reasonable attorneys’ fees) reasonably attributable to the breach of any representation or warranty or any other obligations of Company contained herein.

Article 6 (Visa)

Artist shall have the responsibility for procuring the necessary visas, passports and other necessary travel permits for Artist to perform at the Show hereunder. Company shall assist Artist in securing such visas by processing the paperwork relating to any permission or approval required of the Japanese government. If the required visas and permits should not be obtained prior to June 30, 2018 due to negligence by Artist, Company shall have the right to terminate this Agreement, and Artist shall promptly refund to Company any money Company has paid to Artist.

Article 7 (Prohibition on Use of Drugs)

Artist warrants and guarantees that (1) no drugs of any kind will be used, brought or distributed at any time during Artist's trips between New York and Japan, and Artist's stay in Japan, and (2) Artist shall abide by the reasonable rules at the hotels and venues at which Artist shall stay and perform, and Artist shall not violate any laws of Japan.

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 or 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