

## RECORDING AGREEMENT

AGREEMENT dated the 1st of April 2011  
BY AND BETWEEN

hereinafter referred to as "Company"  
AND

hereinafter referred to as "Artist"

1. Company hereby engages Artist as a musician to give a performance during the recording sessions for the composition entitled, "○○○○○" at Company's request. Artist agrees to render his services to the best of his ability in accordance with Company's instructions. All recordings recorded hereunder shall be hereinafter referred to as the "Masters."
2. Artist shall assign all rights to Artist's performances included in the Masters exclusively to Company. Artist shall expressly understand and agree that all rights to the Masters under this Agreement shall belong solely and entirely to Company throughout the whole world (hereinafter referred to as "Territory") in perpetuity. Company shall therefore have the exclusive right to exploit the Masters and Artist's performances upon any terms and in any means or media whatsoever whether now known or hereafter developed. Company may refrain from exploiting the Masters at Company's discretion.
3. Conditioned upon Artist's full and faithful performance of all of terms and provisions hereof, for services of Artist rendered hereunder and for the rights granted by Artist to Company herein, Company shall pay the following royalties to Artist during the term of protection for the Masters:
  - (a) With respect to distribution of records made hereunder in Japan, Company shall pay Artist a royalty of two percent (2%) of the retail price of records less sales taxes, duties and the packaging deductions which are ten percent (10%) of the retail price for all configurations of records. This royalty will be paid for ninety (90%) of all records manufactured and shipped out for sale including returns.
  - (b) With respect to records not consisting entirely of the Masters, the royalty rate shall be pro-rated as the number of the Masters performed by Artist hereunder bears to the total number of royalty bearing the Masters on the relevant record.
  - (c) With respect to such low-priced records as club sales, mail order and so forth, the royalty rate shall be one-half (1/2).
  - (d) With respect to audio-visual product, the royalty rate shall be one-half (1/2) and section (b) of this Article shall be applicable.
  - (e) With respect to flat fee income accrued from the usage of the Masters, Company shall pay Artist a sum equivalent to ten percent (10%) of the net income received under such license. With respect to the promotional video embodying the Masters, the royalty rate shall be one-half (1/2).
  - (f) In case of digital distribution (or transmission) via Internet of Masters by Company, Company shall pay Artist a royalty of six percent (6%) of the retail price less any applicable tax. Royalty shall be paid on one hundred percent (100%) of the number of downloads. In case of digital distribution (or transmission) via Internet of Masters by a third party, Company shall pay Artist a sum equivalent to ten percent (10%) of the net income received under such license.
  - (g) No royalty shall be payable to Artist in respect of records distributed as "sample" or "free" records.

4. The payment provided in Article 3 shall cover all disbursement from Company to Artist, in connection with the production of the Masters and reproduction and distribution of the record hereunder. Therefore Company shall not be responsible for any other payment to Artist, including all costs and expenses in direct relation to the recording, unless otherwise provided by written and mutually executed consent.
5. Artist hereby grants to Company the perpetual, worldwide, but non-exclusive right to use and permit others to use Artist's name, including any professional names, likenesses, signatures and biographical materials in connection with exploitation of the Masters hereunder.
6. (a) Royalty payment by Company to Artist pursuant to this Agreement shall be in U.S. Dollars (US\$) converted at the exchange rate current at the date of each payment semi-annually within sixty (60) days following June 30th and December 31st, of each year, and each payment shall be accompanied by a statement. Company shall be entitled to deduct from royalty payable such portion as required by laws and tax authorities of Japanese Government to pay as taxes on behalf of Artist.  
(b) In the event Artist changes the bank account and the notice address, Artist shall immediately give written notice to Company, and in such event when Artist fails to send notice to Company, Company shall be exempt from payment obligation hereunder until Artist sends such notice to Company.  
(c) In the event when royalty payment will be less than Ten Thousand Japanese Yen (JYE10,000), then Company may choose to withhold and carry the balance of such payment to the above account. Notwithstanding the foregoing, Company shall liquidate mentioned balance every year even when such balance is less than Ten Thousand Japanese Yen (JYE10,000).
7. Company is fully responsible for payment of all expenses in direct relation to the recording performance unless otherwise expressly provided hereunder.
8. Artist represents and warrants the following hereunder:
  - (a) Artist has the full right to perform recording services hereunder, including the right to record each version of the composition embodied in Masters hereunder;
  - (b) Artist owns all rights granted to Company hereunder, that Artist is legally free to enter into this Agreement, and Artist will perform all of Artist's obligations, duties, commitments and covenants hereunder;
  - (c) Artist shall not perform the songs performed by Artist under this Agreement for any other person for the purpose of making records and/or videos within three (3) years after the executed date of this Agreement.
  - (d) Artist shall indemnify Company, its employees, agents, licensees, and assigns, and hold them harmless, against all loss, damage, injury and expense, including reasonable attorney's fees, from any alleged breach of Artist's warranties, representations and obligations under this Agreement.
9. For the purpose of this Agreement, the term "record(s)" shall mean any physical embodiment of sound of any type, character or description, whether now or hereafter known, including but not limited to disc records, pre-recorded tapes, compact discs (CDs) and mini discs.
10. This Agreement provides that the undertaking described herein shall be carried out with the mutual understanding and cooperation of Artist and Company. In case that some unexpected events should occur, Artist and Company shall consult each other to seek an amicable settlement to the benefit of both parties.
11. The obligation of Artist and Company hereunder are subject to and contingent upon the absence of interference or interruptions such as strikes, riots, war, invasion, fire, explosion, accident, delays in carriers, acts of God and all other delays beyond the parties' reasonable control, and any interference with the obligation of any of the parties by any such reason shall not be deemed a breach thereof; provided that the party interfered shall give the other party written notice thereof within five (5) business days of any such event .

12. 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.
13. This Agreement shall be governed by the laws of Japan and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of Tokyo District Courts for the resolution of any dispute in connection herewith. In the event that any dispute arises hereunder, both parties agree to negotiate in good faith to attempt to resolve the matter as best to their ability.

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

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Company

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Artist