

RECORDING AGREEMENT

This AGREEMENT is made and entered into this first day of July, 2026,
BY AND BETWEEN

hereinafter referred to as the “Company”
AND

hereinafter referred to as the “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)

The Company hereby engages the Artist to give a musical performance during the recording sessions for the composition entitled, “_____.” The Artist hereby accepts such engagement on the terms and conditions set forth herein.

Article 2 (Intellectual Property Rights)

- (a) The Artist shall assign to the Company, throughout the world and in perpetuity, all rights in and to Artist’s performances embodied in all sound recordings made hereunder (hereinafter referred to as the “Master Recordings”). Accordingly, the Company shall have the exclusive right to exploit the Master Recordings, including but not limited to the Artist’s performances therein, upon any terms and in any manner or media whatsoever whether now known or hereafter developed.
- (b) Nothing contained herein shall be deemed to oblige the Company to use or exploit the Master Recordings. For the avoidance of doubt, the Company’s rights shall include the worldwide exclusive rights in perpetuity to re-edit, remix, sweeten, re-couple, or otherwise alter the Master Recordings.

Article 3 (Royalty)

In consideration of the services rendered by the Artist hereunder and the rights granted by the Artist to the Company herein, the Company shall pay the following royalties to the Artist during the term of protection of the Master Recordings:

- (a) With respect to distribution of records made hereunder in Japan, the Company shall pay to the Artist a royalty of two percent (2%) of the retail price of records less sales taxes, duties, and the packaging deductions of ten percent (10%) of the retail price for all configurations of records. Such royalty shall be payable on ninety percent (90%) of all records manufactured and shipped for sale, including returns.
- (b) With respect to records not consisting entirely of the Master Recordings, the royalty rate shall be pro-rated based upon the number of sound recordings embodied in such records.
- (c) With respect to audiovisual products, the royalty rate shall be one-half (1/2) of the rate set forth above, and Section (b) of this Article shall apply. Notwithstanding the foregoing, with respect to promotional videos embodying the Master Recordings, the royalty rate provided in Section (a) of this Article shall apply.
- (d) In the event that the Company licenses any third party to exploit the Master Recordings, the Company shall pay to the Artist ten percent (10%) of the license fees actually received by the Company from such third party.
- (e) In the case of digital downloads of the Master Recordings provided by the Company, the Company shall pay to the Artist a royalty of six percent (6%) of the retail price or service price, less any applicable taxes, based on one hundred percent (100%) of the number of downloads and/or streams.

- (f) No royalty shall be payable to the Artist in respect of records distributed as “sample” or “free” records.

Article 4 (Royalty Payment)

- (a) Royalty payments by the Company to the Artist hereunder shall be made in U.S. Dollars (US\$), converted at the exchange rate in effect on the date of each payment, semiannually within sixty (60) days following June 30 and December 31 of each year, and each payment shall be accompanied by a royalty statement.
- (b) In the event the Artist changes the bank account and/or the address for notice, the Artist shall promptly give written notice to the Company. If the Artist fails to provide such written notice to the Company, the Company shall be exempt from its obligation to make payment hereunder until such written notice is received by the Company.
- (c) In the event that any royalty payment hereunder is less than Ten Thousand Japanese Yen (JPY 10,000), the Company may withhold such amount and carry it forward to the next accounting period.

Article 5 (Name and Likeness)

The Artist hereby grants to the Company the perpetual, worldwide, non-exclusive right to use and to permit others to use the Artist's name (including any professional name), likeness, signature, and biographical material in connection with the exploitation of the Master Recordings hereunder.

Article 6 (Representations and Warranties)

Artist represents and warrants the following hereunder:

- (a) The Artist has the full right and authority to perform the services hereunder, including the complete and unrestricted right to record the composition embodied in the Master Recordings hereunder.
- (b) The Artist is legally free to enter into this Agreement and shall perform all obligations, duties, commitments, and covenants hereunder.
- (c) The Artist shall not perform the songs recorded hereunder for the purpose of making records or videos, or for digital distribution (except live streaming), for any other person or entity within three (3) years from the date hereof.
- (d) The Artist shall indemnify and hold harmless the Company from and against any and all actual losses, liabilities, damages, deficiencies, costs, or expenses (including reasonable attorneys' fees) arising out of or attributable to any breach of the representations, warranties, or other obligations of the Artist contained herein.

Article 7 (Good Faith Consultation)

Any matters not addressed herein, or any doubt or uncertainty hereunder, shall be resolved through good faith consultation between the parties hereto.

Article 8 (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 act of God, acts or orders of governmental authorities, fire, flood, typhoon, tidal wave, earthquake, war (declared or not), rebellion, riots, strike and lockout.

Article 9 (Termination)

If either party defaults in the performance of this Agreement, the non-defaulting party may 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 10 (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 11 (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.

The Company

The Artist