

STIPULATIONS
FOR
COPYRIGHT TRUST CONTRACT
OF
JASRAC
Japanese Society for Rights
of
Authors, Composers and Publishers

(Registered on July 10, 2007)

CONTENTS

	Page
Article 1 Objectives	1
Article 2 Procedure for Conclusion of Copyright Trust Contract	1
Article 3 Trust of Copyrights	1
Article 4 Choice of the Extent of Trust of the Right from Trustor to Trustee	2
Article 5 Choice of the Extent of Trust of the Right from Trustor to Trustee in Foreign Territories	2
Article 6 Conclusion of More Than a Copyright Trust Contract with a Music Publisher	2
Article 7 Trustor's Warranty of Copyrights	2
Article 8 Term of Copyright Trust Contract	3
Article 9 Renewal of Contract	3
Article 10 Assignment of Copyrights	3
Article 11 Reservations or Limitations on Scope of Administration	3
Article 12 Territory of Operation	5
Article 13 Administration in Foreign Territories	5
Article 14 Manner of Administration of Trust Copyrights, and of Copyright Fees or Royalties and The like considerations	5
Article 15 Right to Sue	6
Article 16 Collection and Distribution of Fees or Royalties and the like considerations	6
Article 17 Expenses Required for Business Activities	6
Article 18 Payments of Expenses Including Registration Fees	7
Article 19 Accounting and Distribution of Fees or Royalties and the like considerations	7
Article 20 Suspension of Distribution of Fee of Royalties, Suspension of license and Exception of trust	8
Article 21 Return of the right for a lawsuit	9
Article 22 Cancellation of Copyright Trust Contract from Trustor	10
Article 23 Cancellation of Trust Contract from Trustee	10
Article 24 Termination of Copyright Trust Contract	10
Article 25 Succession to Copyright Trust Contract	11

Article 26	Prohibition of Assignment of Pledging of Right to Demand Distribution	11
Article 27	Notifications by Trustee and the like considerations	11
Article 28	Obligation to Register Seal-impression	12
Article 29	Trustor's Obligation to Notification	12
Article 30	Management for the Protection of Personal Data	13
Article 31	Provision of Personal Data to the Third Party	13
Article 32	Notification of Amendment of Tariffs for use of musical works and the like considerations	14
Article 33	Amendments to Stipulations for Copyright Trust Contract and the like considerations and Copyright Trust Contract	14
Article 34	Manner of Official Announcement	14
Article 35	Jurisdiction	15
Provisional Measures with Respect to Trust and Administration of Copyrights		15
Annexed table		17
Supplementary Provisions		18

Article 1. (Objectives)

The objectives of these Stipulations (hereinafter called “Present Stipulations” shall be to define the terms and conditions of “management consignment contract” provided for in Article 2 (1)(i) of Law on Management Business of Copyright and Neighboring Rights (Law No. 131, 2000)(hereinafter called” Copyright Trust Contract”) to be made between Japanese Society for Rights of Authors, Composers and Publishers (hereinafter called “Trustee”), on the one hand, and an author, composer, music publisher or any other copyright owner (hereinafter called “Trustor”), on the other hand, who entrusts the administration of copyrights of musical works (including lyrics with music, hereinafter called “Works”) for the purpose of protecting copyrights of such works (hereinafter called “Copyrights”) and of facilitating the utilization thereof.

Article 2 (Procedure for Conclusion of Copyright Trust Contract)

Section 1. Any person who wishes to entrust the administration of Copyrights shall submit an application for a Copyright Trust Contract, accompanied by the necessary information or documents.

Section 2. Trustee shall, with respect to the application mentioned in the preceding Section, accept against the payment of a trust contract application fee provided for separately under Rule for Trust Contract Application Fee, when Trustee finds acceptance of the entrustment of copyrights appropriate.

Section 3. Upon execution of Copyright Trust Contract (hereinafter called “present Copyright Trust Contract”), Trustee shall without delay deliver a certificate of trust to Trustor.

Article 3 (Trust of Copyrights)

Section 1. Trustor shall transfer to Trustee as trust property for the term of Copyright Trust Contract any and all copyrights owned and to be owned by him/her, and Trustee shall administer such copyrights on behalf of Trustor and distribute to Beneficiary the fees or royalties and the like considerations which may accrue from the administration thereof. In this case, copyrights transferred to Trustee by Trustor shall include the rights provided for in Article 28 of the Copyright Law.

Section 2. Beneficiary shall be Trustor in the present Copyright Trust Contract. However, Trustor may, only when necessary, appoint a third person as his Beneficiary or change such Beneficiary to a third person for distribution of fees or royalties with the content of Trustee.

Section 3. In accordance with the exception provided for in the preceding Section, Trustor may cancel such appointment with the content of Trustee, though he has appointed a third

party as Beneficiary.

Article 4 (Choice of the Extent of Trust of the Right from Trustor to Trustee)

In accordance with the classification for categories of rights or utilization forms shown on the annexed table, Trustor may exclude a part of his/her copyrights from the ones entrusted to Trustee. In this case, notwithstanding the provisions Article 3, Section 1, Copyrights excluded from the rights in accordance with the classification shall not be transferred to Trustee.

Article 5 (Choice of the Extent of Trust of the Right from Trustor to Trustee in Foreign Territories)

With respect to the category (ries) of rights which is (are) not excluded from the rights entrusted to Trustee, Trustor may exclude the rights administered only in foreign territory (ies) (per county or territory covered by the representation contracts which Trustor concluded with foreign societies located therein) from the extent of trust to Trustee in accordance with the clarification for categories listed below. In such a case, notwithstanding the provisions Article 3, Section 1, Copyrights excluded in accordance with the classification shall not be transferred to Trustee.

- (1) Performing rights, Representation rights, Exhibition rights, Public transmission rights, Communication rights, and Recitation rights
- (2) Mechanical rights, Distribution rights, Lending rights, and Assignment rights

Article 6 (Conclusion of More Than a Copyright Trust Contract with a Music Publisher)

Trustor who is a music publisher (limited to a juridical person) may conclude more than one copyright Trust Contract on a per division basis with Trustee with the prior consent of Trustee. In such a case, a Copyright Trust Contract shall be concluded with a division to the effect that Trustor shall transfer to Trustee any and all copyrights owned and to be owned by a division as trust property.

Article 7 (Trustor's Warranty of Copyrights)

Section 1. Trustor warrants that he/she owns the copyrights of all works, the administration of which he/she entrusts to Trustee, and that none of such works constitute an infringement of any copyright owned by any other person.

Section 2. Trustor may, when necessary, demand that Trustor should submit to him/her a document concerning the warranty as mentioned in the preceding Section. In such a case, Trustee shall without delay submit such document.

Article 8 (Term of Copyright Trust Contract)

The term of the present Copyright Trust Contract (hereinafter called “Term of Copyright Trust Contract”) shall be three years. However, the first Term of Copyright Trust Contract shall expire on March 31, first coming after two years have lapsed from the date of conclusion of the present Copyright Trust Contract.

Article 9 (Renewal of Contract)

Section 1. The present Copyright Trust Contract shall be renewed under the same terms and conditions as the ones coming into effect thus far, unless the cases that the followings mentioned in each section of this Article below apply, or that Trustor notifies Trustee of his intention not to renew the Contract by three months before the expiration of this Contract:

(1). In the case that the amount of royalties and the like considerations distributed to Trustor does not reach the one determined separately under the Regulation for criteria concerning the term of the Trust Contract

(2). Where there is cases such as act of copyright infringement of Trustor preventing the present Copyright Trust Contract from being applied continuously.

Section 2. Trustor may change the extent of trust of the right at the time of renewal of the present Copyright Trust Contract under Articles 4 and 5. In such a case, Trustor shall notify Trustee of his intention before six months preceding expiration of Contract.

Article 10 (Assignment of Copyrights)

Notwithstanding the provisions of Article 3, Section 1, Trustor, may, with the prior consent of Trustee, assign the copyrights in whole or in part in either of the following cases:

(1). Where Trustor assigns the copyrights of his works, including a company song and school song, to a person who has specially commissioned him/her to create such works;

(2). Where Trustor assigns the copyrights of his/her works to a music publisher (limited to the one who has entrusted the copyrights of their works in whole or in part with Trustee) for the purpose of enabling the latter to administer such works for the promotion of utilization thereof.

Article 11 (Reservations or Limitations on Scope of Administration)

Section 1. With respect to the scope of administration entrusted to the Trustee of Trust Copyrights provided for Article 3, Section 1. Article 4, Article 5 and Article 10, any Trustor (other than a music publisher) may, with the prior consent of Trustee, make reservations or impose limitations as follows:

- (1) Where Trustor utilizes his/her works for himself/herself, with the consents of the related right owners (meaning those provided in Article 2 (1) of Distribution Rules. Hereinafter called the same) of the works (including those assigned to a music publisher in accordance with Article 10 (2)) for the purpose of developing utilization of his/her works. However, when Trustor gets a compensation for presentation thereof, these provisions shall not apply;
- (2) Under an exclusive contract which Trustor has signed with a user of works for an exclusive use of his/her works, he/she may, with respect to his/her works created in accordance with the provisions of such contract and, only during the term of the contract, authorize such user to record them exclusively on commercial records or tapes (excluding synchronization of them in films, hereafter the same in this Article). However, with respect to recordings on commercial records being governed by the provisions of Article 69 of the Copyright Law, such authorization shall be valid only for a period of three years from the date of the first release thereof in Japan;
- (3) Trustor may, with respect to the works whose recording has never been released in Japan, appoint a person who undertakes the recording thereof. However, such appointment shall be valid only for a period of one year from the date of the first release thereof;
- (4) Trustor may, with respect to those works, including a company song, school song and others, which he/she shall be specially commissioned to create, authorize the person commissioning such creation to utilize them to such an extent as specified in the purpose of such commission;
- (5) Trustor may appoint a person who undertakes the publication of his works.

Section 2. With respect to the extent of administration entrusted to the Trustee of Trust Copyrights provided for Article 3, Section 1, Article 4, Article 5 and Article 10, any Trustor being a music publisher may, with the prior consent of Trustee, make reservations or impose limitations as follows:

- (1) Trustor may publish his/her works for himself/herself.
- (2) Where Trustor conducts interactive transmissions of his/her works for himself/herself by utilizing technical measures preventing illegal reproductions and the like considerations in Japan, with the consents of the related right owners of the works for the purpose of developing his/her works. However, when Trustor gets a compensation for presentation thereof, this provision shall not apply;
- (3) Trustor may, with respect to his works whose recording has never been released in Japan, appoint a person who undertakes the recording thereof. However, such appointment shall be valid only for a period of three months from the date of the first

release thereof;

- (4) Trustor may, with respect to the works, which shall be recorded with new or translated works, designate such new or translated words.

Article 12 (Territory of Operation)

Trustee shall operate in the following territories:

- (1) Japan
- (2) Territories of operation of the foreign copyright licensing societies or organizations and the like considerations, when Trustee has entrusted the administration of Trust Copyrights to them.

Article 13 (Administration in Foreign Territories)

Trustee may entrust foreign copyright licensing societies or organizations and the like considerations with the administration of Trust Copyrights in their territories. In such a case, licensing method, fixation of the sum of licensing fees in compensation of the use, and other methods as to how to conduct administration of the rights are in accordance with the laws in the related foreign territories and the rules of the related foreign societies.

Article 14 (Manner of Administration of Trust Copyrights, and of Copyright Fees or Royalties and the Like considerations)

Section 1. Trustee shall respect the Article of Association and the present Stipulation, and shall, in accordance with the decisions of the General Meetings, administer Trust Copyrights and royalties or fees and the like considerations accruing from them.

Section 2. Trustee shall administer Trust Copyrights by a method to record and keep in custody the information on the related right owners and as set apart from his other property.

Section 3 Trustee shall omit registration concerning Trust Copyrights (meaning the registration of trust and registration of transfer by trust provided in Article 39, Section 1 of the Regulation for enforcement of Copyright Law (Cabinet order #335 in 1970)) (called simply “registration” in next Section and Article 18)

Section 4 Notwithstanding the provisions of preceding Section in case any of the following cases is applicable, Trustor shall make a registration:

- (1) In case Trustor receives a demand from Trustee or Beneficiary
- (2) In case it has become clear that as a result of a claim from a third party, there is the possibility of causing difficulties to carry out appropriate management business for Copyrights by Trustor.

(3) In case a concrete need arises for Beneficiary to oppose a third party by insisting that Trust Copyrights belong to trust property

Section 5 Trustor or Beneficiary may require Trustee to read the information provided in Section 2 above.

Article 15 (Right to Sue)

Trustee may bring a formal charge or institute a lawsuit with respect to the administration of Trust Copyrights, and of copyright fees or royalties and the like considerations accruing therefrom.

Article 16 (Collection and Distribution of Fees or Royalties and the like considerations)

Section 1. For the use of the works whose copyrights are held in trust, Trustee shall collect or receive the following copyright fees or royalties and the like considerations:

- (1) Copyright fees or royalties provided for in the Tariffs for Use of Musical Works;
- (2) Compensation concerning school textbooks and the like considerations;
- (3) Compensation for private recording which is distributed by the designated association under Article 104 bis - (1) of the Copyright Law;
- (4) Copyright fees or royalties which are received from foreign copyright licensing societies or organizations and the like considerations;
- (5) Beside those provided for in any of the preceding paragraphs, the others, which may arise from the use of the works.

Section 2. Notwithstanding (1) of the preceding Section, Trustor may determine the amount of fees of royalties for the utilization forms provided for as follows. However, as for (2), this is limited to fees or royalties concerning fixation (basic fees);

- (1) Recording in films (limited to foreign works)
- (2) Recording in videograms and the like considerations (excluding those for Karaoke) (limited to foreign works);
- (3) Recording in game soft wares;
- (4) Recording for transmission of commercials;
- (5) Publications (limited to foreign works).

Section 3. Trustee shall pay to Beneficiaries copyright fees or royalties and the like considerations collected or received by him under the present Stipulations or Distribution Rules for fees or royalties accruing from use of musical works, Distribution Rules for Remuneration accruing from Audio Home Recording and Distribution Rules for Remuneration accrued from Audio-visual Home Recording which is separately provided for.

Article 17 (Expenses Required for Business Activities)

Section 1. At the time of distribution of fees or royalties and the like considerations which have accrued from the administration of Trust Copyrights, Trustee shall make a deduction therefrom of the administration expenses which shall be provided for separately under the Rules of Commission for Musical Works, the Rules of Commission for Remuneration for Audio Home Recording and the Rules of Commission for Remuneration for Video Home Recording.

Section 2. Notwithstanding the provisions of the preceding Section, Trustee may make a deduction in advance for the expense required for the performance of its business activities, within the limit of an amount equal to the administration expenses, from the trust property including the copyright fees or royalties and the like considerations.

Section 3. Trustee shall apply to the expenses required for performance of its business activities the deduction for administration expenses; interest accrued from the investments of trust contract application fee, property (excluding remuneration for audio visual home recording, received from the organization designated under Article 104 bis (1) of the Copyright Law) and contribution made for unspecified appropriation and other income.

Section 4. In the event that the total amount of the Trustee's income for a fiscal year, including the deduction for administration expenses, exceeds the amount of expenses required for the performance of its business activities, such balance (hereinafter called "surplus") shall be distributed to the Beneficiaries in accordance with the method of distribution which shall be provided for separately under Distribution Rules for Surplus.

Section 5. In the event that the total amount of the Trustee's income for a fiscal year, including the deduction for administration expenses, does not reach the amount of expenses required for the performance of its business activities, such shortage shall be covered by a surplus arising in a fiscal year after the current fiscal year.

Article 18 (Payments of Expenses Including Registration Fees)

Any expenses required for registration and erasure of its registration shall be borne by Trustor. In such a case, Trustor may deduct its expense from the copyright fees or royalties and the like consideration, which have accrued from the administration of Trust Copyrights.

Article 19. (Accounting and Distribution of Fees or Royalties and the Like considerations)

Section 1. Trustee shall distribute to Beneficiaries the copyright fees or royalties and the like considerations, which have accrued from the administration of Trust Copyrights,

on June, September and December of each year and on March of the following year. However, when different distribution periods are provided for separately under the Distribution Rules for Musical Works, the Distribution Rules for Audio Home Recording, and the Distribution Rules for Audiovisual Home Recording, such provisions shall apply.

Section 2. Notwithstanding the provisions of the preceding Section, when the distributable amount of copyright fees or royalties and the like considerations at the time of distribution does not reach the amount provided for separately under the Distribution Rules for Musical Works, such distributable amount may be distributed to Beneficiaries at the time of distribution in December of the year after being added to a distributable amount which may arise in December of the year.

Section 3. Trustee shall prepare a statement of accounts and deliver it to Beneficiaries at the time of each distribution.

Section 4. Trustee shall distribute fees or royalties and like considerations to Beneficiaries or Right owners which the rights belong to until liquidation of Trust to be made after termination of the present Copyrights Trust Contract.

Section 5. When Trustor becomes a Member in accordance with the provision of the Articles of association, the membership fee paid to Trustee by Trustor, shall be deducted from the fees or royalties concerned and the like considerations when they are distributed. However, when Trustor requests another method for payment, an exception can be made.

Section 6. When Trustee has a pecuniary claim on Beneficiaries, he/she may deduct such claimable amount from the fees, royalties or like considerations at the times of distribution of the fees or royalties and the like considerations.

Section 7. When Trustor (not inclusive of a music publisher) makes inquiries, Trustee may disclose the matter concerning distribution of fees or royalties of the copyrights, which he has assigned to the music publisher under Article 10, Section 2.

Section 8. Negative prescription of the right for Trustor to claim distribution of royalties and the like considerations in accordance with this Article is under the provisions of Trust Law (Law of 2006, # 108)(called “New Trust Law” in Article 1 and 5 of Supplementary Provisions) or the provisions of other laws.

Article 20 (Suspension of Distribution of Fee of Royalties, Suspension of license and Exception of trust)

Section 1. Notwithstanding the provisions of the preceding Article, when Trustee judges that the work falls under the one of the following cases, Trustee may suspend distribution of fees or royalties and the like consideration regarding the work in question (in the case that the lyric and the melody of the work are united, such work falls under

the work in question. in the meaning of this Article hereinafter):

- (1) When the matters concerning fixation of the parties concerned, distribution share to be applied and the others related to distribution to the beneficiary cannot be determined. When it is suspected whether copyright exists or not, or whether copyright belongs to Trustor.
- (2) When a complain or a lawsuit is taken out over whether copyright is violated or not, or whether Trustee is notified of this by Trustor who insists that his/her copyright is violated.

Section 2. Trustee shall suspend license for use of the work in question and collection of royalties within the necessary extent and period, when the provision stipulated in the above section applies due to the matter falling under the above clause, and Trustee considers it difficult to clear the suspicion.

Section 3. When the matter falls under the one of the following cases, Trustee can exclude such cases from its administration.

- (1) In the case that the provision stipulated in the preceding section applies, and that the suspicion has not been swept off, Trustee comes to consider it difficult to accomplish the aim of trust stipulated in Article 3, Section 1.
- (2) In the case that Article 1, Section 3 applies, due to the reason falling under this clause, a ruling or a judicial judgment approving that the fact of violation is settled, or the fact of violation is clearly confirmed.

Section 4. Trustee takes the measures by applying each preceding sections concerning either suspension of distribution or suspension of license and collection of royalties, or exclusion from trust property in accordance with the provision stipulated in each preceding Section, Trustee notifies Trustor and/or Beneficiary who entrusted Trustee with administration of his/her copyright of the above. However, this does not apply when the matter falls under Section 1 (1) of this Article.

Article 21 (Return of the right for a lawsuit)

Section 1. Trustee can return his/her copyrights when he/she intends to take out a lawsuit about his/her rights by himself/herself due to the violation of his/her copyrights entrusted to Trustee in a certain period. However, this is on the assumption that Trustor has a sufficient reason to take out a lawsuit by himself/herself, and this does not prevent Trustee from conducting its appropriate copyright management business.

Section 2 Trustor shall obtain an approval from Trustee in written notice enclosing a paper mentioning the reason when he/she wants to return he/her copyright in accordance with the preceding Section.

Article 22 (Cancellation of Copyright Trust Contract from Trustor)

Trustor may cancel Copyright Trust Contract even during the period of Trust by notifying Trustee of his intention in writing. In this case, the Contract is terminated on March 31 coming first after three months following the day when his notification has reached Trustee.

Article 23 (Cancellation of Trust Contract from Trustee)

Section 1. Trustee may cancel Copyright Trust Contract in one of the following cases without notifying Trustor of its intention:

- (1) When Trustor has forfeited all of his Trust Copyrights.
- (2) When Trustee, being a music publisher, has been declared about the decision of the beginning of bankrupt procedures or has been dissolved.

Section 2. Trustee may cancel Copyright Trust Contract in one of the following cases by notifying, in writing, (When the notification for the case falling under (2) below does not reach Trustor, such notification shall be regarded as having reached Trustor on the date when Trustee send out the notification.) Trustor of his intention with exceeding two weeks grace, in writing. However, Trustee may claim damages:

- (1) When Trustor makes double assignments, or violates his obligation to secure copyrights:
- (2) When with respect to Trustor who is a music publisher, the matter falls under Article 27, Section 2 (2) for the reason that the stipulation thereof is applied for the related matter, and Trustee cannot identify the address of Trustor regardless of their investigation.
- (3) When Trustor does not fulfill his obligation provided for in the Contract:
- (4) When Trustor performs an act interfering seriously with the management of Trustee.

Article 24. (Transfer of Copyright after Termination of Copyright Trust Contract)

Section 1 In the event of termination of Copyright Trust Contract, Trustor shall return the Certificate of Trust to Trustee without delay and shall have the copyrights transferred to himself/herself.

Section 2 When the case falls under the one of the followings, notwithstanding the above, copyright that belonged to trust assets shall belong to right owner or successor (excluding music publisher).

(1) When this trust contract is cancelled for the reason that the case falls under Article 23, Section 1, (2) and the procedures of bankrupt or liquidation terminates without transfer of copyright stipulated in the above section.

(2) When this trust contract terminate for the reason of cancellation falling under Article 23, Section 2 (2).

Article 25 (Succession to Copyright Trust Contract)

Section 1. The successor in the event of Trustor's death, the corporate entity which Trustor is continuing to exist or a corporate entity being newly formed when that corporate entity has been dissolved as a result of merger, the corporate entity founded as a result of merger, or the corporate entity who succeeds to the present Copyright Trust Contract as a result of division of the entity, shall succeed to Trustor's rights and obligations based upon Copyright Trust Contract.

Section 2. The successor or corporate entity having succeeded to Trustor's rights and obligations mentioned in the preceding Section shall without delay notify Trustee of his succession.

Section 3. When there are more than one successor as mentioned in Section 1, they shall elect one representative exercising the rights in accordance with Copyright Trust Contract, from among themselves, and shall notify Trustee of the name of such representative.

Section 4. The provisions of the preceding three Sections shall be applied correspondingly to the case where there is a succession, merger or division in the Beneficiary appointed in accordance with exception provided for in Article 3, Section 2.

Article 26. (Prohibition of Assignment of Pledging of Right to Demand Distribution)

Without the consent of Trustee, Trustor may not assign or put in pledge the rights to demand the distribution of copyright fees, or royalties or the like considerations. In the case where Beneficiary is a person appointed in accordance with exception provided for in Article 3, Section 2 the consent of Trustor is also required.

Article 27. (Notifications by Trustee and the like considerations)

Section 1. A remittance, peremptory notice or any other notification from Trustee under the present Copyright Trust Contract shall be directed to his address or an address or remittance registered by Trustor, provided, however, that when a recipient is chosen by proxy mentioned in Article 29, Section 3 it shall be directed to such recipient.

Section 2. In any of the following cases, Trustee may suspend the remittance, notice or

notification mentioned in the preceding Section. For such procedure, the office of Trustee shall be the venue for Trustee's fulfillment of his obligations.

- (1) When Trustor has failed to make notifications mentioned in Article 25, Section 2 through 4;
- (2) When peremptory notices or any other notifications from Trustee have failed to reach Trustor more than three times consecutively when they were sent to the address registered by Trustor;
- (3) When a remittance has failed to reach Trustor when it was sent to the address for remittance registered by Trustor;
- (4) When the pledge right has been exercised, a disposition for arrears made or any other confiscatory action taken against the right to receive fee distribution.

Article 28 (Obligation to Register Seal-impression)

Section 1. Trustor shall register the impression of his seal with Trustee.

Section 2. Trustee shall not be liable for any loss or damage which may arise from unauthorized use of the seal whose impression has been registered with Trustee as mentioned in the preceding Section.

Section 3. The provisions of the preceding sections 1 and 2 shall be applied correspondingly to the seal-impression of the Beneficiary appointed in accordance with exception provided in Article 3, Section 2.

Article 29. (Trustor's Obligation to Notification)

Section 1. Trustor shall without delay notify Trustee of any of the following cases and follow the prescribed procedures. When any of the cases provided for in Items (1) through (5) of this Article arises in the Beneficiary appointed in accordance with exception provided for in Article 3, Section 2, this is also applicable.

- (1) Loss of the Certificate of Trust or of the seal whose impression has been registered;
- (2) Change of the address to which remittance shall be directed or of other matters concerning remittance;
- (3) Change of the name, seal impression or address of Trustor;
- (4) Merger, or dissolution or division of a corporate entity or other body which is Trustor or change of its constitution, name or other matters;
- (5) Change of the representative, agent or recipient of copyright fees or royalties or the like considerations by proxy of Trustor;
- (6) Trustor's creation of new works or his acquisition of copyrights from others;

(7) Extinction of the causes of reservations or limitations on the scope of administration of Trust Copyrights;

Section 2. In Section 1, (6), Trustor shall notify Trustee of information on copyright regarding categories of rights and usage form which he has not assigned to Trustee.

Section 3. When Trustor or Beneficiary resides abroad, Trustor shall notify Trustee of the address of the recipient by proxy in Japan of remittance, a peremptory notice or other notifications.

Section 4. Trustee shall not be liable for any loss or damage, which may arise from Trustor's failure to follow the procedures provided for in the preceding three Sections.

Article 30. (Management for the protection of personal data)

Section 1. Trustee shall take the necessary and appropriate measures in an effort to prevent its Trustor's personal data from being leaked or to take the other safety management.

Section 2. When Trustor is provided with the information of the third party by Trustee under Copyright Trust Contract, Trustor shall take the necessary and appropriate measures in an effort to prevent its Trustor's personal data from being leaked or to take the other safety management.

Article 31. (Provision of personal data to the third party)

In any of the following cases apply, Trustee is allowed to provide Trustor's personal data to the third party. However, in the following cases of (2) to (8), provision shall be limited only for the necessary information to administer Trust Copyright.

- (1) In the case that Trustee posts in its bulletin such as the name or the pseudonym of Trustor, classification of the category as to whether he/she is involved in lyric or composition, the title of his/her main works and other information regarding the Trustor who has newly concluded, succeeded or canceled Copyright Trust Contract, or the Trustor who listed an additional pseudonym.
- (2) When there is the case that Trustee provides users with the information regarding works related to Trust Copyright.
- (3) In the case that Trustee provides operators that administer copyright inside or outside Japan with information of works related to Trust Copyright
- (4) When Trustee is provided with the declaration of the works or with other documents in which multiple right owners are indicated, Trustee notified the right owners other than the one who submitted the documents, of the information.

- (5) When Trustee makes inquiries, so as to identify the right owners, to the Trustor who are presumed to be the right owner of the work according to the information obtained by users in the case that neither the application nor the other documents of the relevant works have not been submitted.
- (6) In the case that Trustee notifies related right owners of the matter concerning distribution of royalties of the copyrights.
- (7) In the case that measures to restrain or eliminate copyright infringement are taken.
- (8) In the case that any measures other than the ones mentioned above is necessary to administer copyright entrusted to Trustee.

Article 32. (Notification of Amendment of Tariffs for use of musical works and the like considerations)

When Trustee has made an amendment to the Tariffs for use of musical works, Trustee shall notify Trustor and Beneficiary of the amendment.

Article 33. (Amendments to Stipulations for Copyright Trust Contract and The like considerations and Copyright Trust Contract)

Section 1. When Trustee has made an amendment to the present Stipulation, Distribution Rules, Distribution Rules for Surplus, Distribution Rules for Remuneration of Audio Home Copying, Distribution Rules for Remuneration of Audio-visual Home Copying, Regulations for Commission for Management, Regulations for amount charged for application of Trust Contract, Regulations for Commission for Audio Home Copying, Regulations for Commission for Audio-visual Home Copying and Regulations concerning the Period of Trust, he shall without delay make an official announcement thereof, and shall notify Trustor and Beneficiary of the amendment.

Section 2. Trustor who objects to the amendment to the Stipulations as mentioned in the preceding Section may cancel Copyright Trust Contract within three months from the day when the notification reached him.

Section 3. The exercise of the right to cancel Copyright Trust Contract as mentioned in the preceding Section shall be in writing.

Section 4. When Trustor has not exercised the right to cancel Copyright Trust Contract as provided for in Section 2 of this Article within a period of six months from the date of the official announcement made, Copyright Trust Contract concluded with Trustor shall be considered to be amended as provided for in Section 1 of this Article.

Article 34. (Manner of Official Announcement)

The official announcement as provided for in the present Stipulation shall be posed by Trustee in his office.

Article 35. (Jurisdiction)

Any lawsuit, arising with respect to Copyright Trust Contract, shall come under the jurisdiction of the Tokyo District Court.

Provisional Measures with Respect to Trust and Administration of Copyrights

1. Notwithstanding the provisions of Article 3, Section 1, Article 4, 5 and 10, Trustor may, for the time being, transfer his copyrights with the prior consent of Trustee in any of the following cases:
 - (1) Where Trustor assigns the broadcasting rights (rights related to broadcasting among public transmission rights, the same shall apply hereinafter) of his works to the advertiser who has commissioned him to create such works for the purpose of advertisement:
 - (2) Where Trustor assigns the broadcasting rights of his works consisting of theme or background music for a broadcasting program or the exhibition rights of his works consisting of theme or background music in a theatrical film to the program or film producer who has commissioned him to create such works.
2. Notwithstanding the provisions of Article 11, Section 1, Trustor (other than a music publisher) may, for the time being, make the following reservations or impose the following limitations on the scope of administration with the prior consent of Trustee:
 - (1) Trustor may, with respect to those works which he shall be commissioned to create for the purpose of advertisement, authorize the advertiser commissioning such creation to utilize them to such an extent as mentioned in the above purpose for which their creation has been commissioned;
 - (2) Trustor may authorize the program or film producer, commissioning him/her to create such works, to utilize his works consisting of theme or background music for a broadcast program or in a theatrical film, to such an extent as mentioned in the purpose for which their creation has

been commissioned.

3. If Trustor has concluded with a user of works a contract not falling within the provisions of Article 11 (2) and (3), Section 1. of the present Stipulations, with respect to the reservations and limitations on the administration of the mechanical reproduction rights when the former Stipulations, revised on March 21, 1980, may, for the time being, continue such contract with the consent of Trustee.

Annexed table

<p>① Performing rights, etc.</p>	<p>② Mechanical rights, etc.</p> <div data-bbox="564 551 759 887" style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p>⑤ Recording in film</p> </div> <div data-bbox="782 551 976 887" style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p>⑥ Recording in videogram, etc.</p> </div> <div data-bbox="564 936 759 1294" style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p>⑦ Recording in game software</p> </div> <div data-bbox="782 936 976 1294" style="border: 1px solid black; padding: 5px;"> <p>⑧ Recording for purpose of transmission of commercial</p> </div>	<p>③ Lending rights</p>	<p>④ Publishing rights, etc.</p>
<p>⑨ Broadcasting / wire diffusion</p>			
<p>⑩ Interactive transmission</p>			
<p>⑪ Online Karaoke for business purpose</p>			

1. Classification of category of rights

- ① **Performing rights, Representation rights, Exhibition rights, Public transmission rights, Communication rights and Recitation rights** (However, excluding the rights related to the usage form as provided for ⑨ through ⑪)
- ② **Mechanical rights, Distribution rights and Assignment rights related to recordings rights** (However, excluding the rights related to the usage form as provided for ⑨ through ⑪)
- ③ **Lending rights** (However, excluding the rights related to the usage form as provided for ⑨ through ⑪)
- ④ **Publication rights and assignment rights related to printing matters** (However, excluding the rights related to the usage form as provided for ⑨ through ⑪)

2. Classification of usage forms (applies only for usage in Japan)

- ⑤ **Recording in film** (meaning a fixation of a work with a sequence of image in media, such as a theatrical film, duplication thereof and distribution thereof for the purpose of exhibition in public in a movie theater etc.)
- ⑥ **Recording in videogram etc.** (meaning a fixation of a work with a sequence of image in media, such as videotape and a videodisc, duplication thereof and distribution thereof. However, it excludes classification falling into ⑤ and ⑦)
- ⑦ **Recording in a game software** (meaning a fixation of a work with a sequence of image in media, such as a TV game apparatus, duplication thereof and distribution thereof for the purpose of making play a game)
- ⑧ **Recording for the purpose of transmission of commercial** (meaning a fixation of a work, duplication thereof, distribution thereof for the purpose of using a work in commercial in broadcast, wire diffusion and interactive transmission.)
- ⑨ **Broadcasting / wire diffusion** (meaning broadcast or wire diffusion (referred to as “broadcast etc.” hereinafter) of a work, communication thereof, reproduction thereof for broadcast, etc. or other use thereof with broadcast etc.)
- ⑩ **Interactive transmission** (meaning public transmission of a work through media other than broadcast and wire diffusion) (referred merely to as “public transmission” in this section hereafter), communication thereof, reproduction with public transmission, use thereof with public transmission. However, it excludes classification falling into ⑪)
- ⑪ **Online Karaoke for business purpose** (meaning a fixation of a work in database of Karaoke for customers to sing songs in premises such as Karaoke facilities or entertainment places, and public transmission thereof to terminals etc. and a

fixation thereof in the terminals)

2. When Trustor excludes category of rights provided for in ②, classifications of usage provided for in ⑤ through ⑧ are apparently excluded from the extent of rights entrusted by Trustor. When Trustor excludes all categories of rights provided for ① and ②, classifications of rights provided for in ⑨ through ⑪ are apparently excluded from the extent of rights entrusted by Trustor.

Supplementary Provisions

Article 1. (Date of enforcement of the present Stipulations)

The Contract comes into force as from the date when the New Trust Law comes into force (September 30, 2007)

Article 2. (Provisional measures with respect to the period of Trust)

Section. 1. Notwithstanding the pre-amendment provision of Article 33, Section 4, the period of Trust, which is started before August 31, 2005 may not be changed even after 6 months lapsed following the date when the present Stipulations have announced. However, notwithstanding the provision of Article 9, Section 1, in the case that Contract is due to be renewed, the period of Trust is for 3 years.

Article 3. (Special treatment with respect to the period during which Trustor may change the extent of the right)

Section. 1. Trustor whose period of trust is until the date of expiration of the protection of his copyrights may change the extent of the rights entrusted to Trustee under the provisions of Article 4, Section 5., on the day of April 1, 2010. The same apply with each 3 years lapsed following the date when the present Stipulations come into force.

Section. 2. In the case that Trustor wish to change the extent of the rights entrusted to Trustee under the provisions of the preceding Section, Trustor shall notify to Trustee of intention in writing before 3 months preceding expiration of Contract.

Article 4. (Special treatment of the extent of the rights entrusted to Trustee in foreign territories)

Section 1. For the Trustor who excludes the category of rights in line with the attached table ③ in accordance with Article 4 of the present Stipulations, the categories of rights shown as ② and ③ on the table are included in the extent of the rights in the foreign

territories, when he/she does not exclude the category of the rights as classified as ② shown on the table. When Trustor excludes the category of rights classified as ② shown on the table, and even if he/she has not excluded the category of rights classified as ③ shown on the table, the categories of rights shown as ② and ③ on the attached table are excluded from the extent of the rights entrusted to Trustee.

Section 2. Notwithstanding the provisions of Article 3, Section 1., Trustor in the foreign territory may reserve the following category of rights.

- (1) The rights in the foreign territories where there exist no copyright management societies and like consideration concluding reciprocal representation contract with Trustee.
- (2) Of the rights administered by copyright management society and like consideration concluding reciprocal representation contract with Trustee, the categories of rights, which are not subject to administration by the related copyright management society and like consideration

The law which Trust existing from before the date of enforcement of the present Stipulations is based on

When Trustor of Copyright Trust Contract, whose trust period started before the date of the present Stipulations, has not canceled the contract in accordance with the provisions of Article 33, Section 2, the related contract shall be considered to include the trust which is applicable in new Copyright Trust Contract when amendment is made in accordance with the provisions of Section 4 of the said Article,.