

Memorandum for the ATA Carnet

Sasakawa Music Foundation ("FOUNDATION") provides the ATA Carnet ("CARNET") to Mr./Ms.
_____ ("RECIPIENT") for the temporary exportation and importation of the
_____ ("INSTRUMENT") on loan to the RECIPIENT, for the purpose of facilitating
customs clearance procedures and obtaining import tax exemption. In this Memorandum, the FOUNDATION
and the RECIPIENT hereby agree to the terms and conditions concerning the use of the CARNET.

(Customs Declaration of the INSTRUMENT using the CARNET)

1. When entering or leaving the countries and customs territories (see the List of Countries and Customs Territories Approved by SMF), the RECIPIENT must declare the INSTRUMENT to customs using the CARNET in accordance with the instructions provided by the customs officer. The validity of the CARNET is one year from the date of issue.

(Final Date for Duty-Free Re-Importation into Japan)

2. When leaving Japan, the RECIPIENT must check if a date is specified in the 'Final date for duty-free re-importation' section by the customs officer. If the specified date does not cover the date of next re-importation date, the RECIPIENT is advised to request an extension on the spot. Otherwise, the RECIPIENT must re-import the INSTRUMENT into Japan before the specified date. If no date is specified, the validity date of the CARNET applies.

(Final Date for Re-Exportation)

3. When entering countries and customs territories other than Japan, the RECIPIENT must check if a date is specified in the 'Final date for re-exportation' section by the customs officer. If the specified date does not cover the date of next re-exportation, the RECIPIENT is advised to request an extension on the spot. Otherwise, the RECIPIENT must re-export the INSTRUMENT out of that country or customs territory before the specified date. If no date is specified, the validity date of the CARNET applies.

(Final Re-Importation into Japan)

4. The RECIPIENT must re-import the INSTRUMENT into Japan between 60 days and 7 days prior to the validity date of the CARNET, as specified below.

Final Re-importation Period: _____

(Validity Date of the CARNET) _____

(Charges and Penalties)

5. The RECIPIENT shall be liable for payment to the FOUNDATION of any customs charges, which amount to approximately 30-50% of the value of the goods including import taxes, penalties, regularization fees, etc., imposed on the FOUNDATION if the RECIPIENT fails to fulfill the requirements specified above.

(Report to the FOUNDATION)

6. The RECIPIENT must report to the FOUNDATION each time the CARNET is used, so that the FOUNDATION can verify whether the CARNET is being used correctly.

7. **(Governing Law and Jurisdiction)**

This Memorandum shall be governed by and construed in accordance with the laws of Japan, and each of the parties hereto irrevocably submits to the exclusive jurisdiction of the Tokyo District Court in Japan.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum by their authorized representatives.

FOUNDATION:

RECIPIENT

Sasakawa Music Foundation
1-2-2 Akasaka, Minato-ku, Tokyo 107-0052, Japan
