

## Memorandum for the ATA Carnet

Nippon Music Foundation ("FOUNDATION") provides the ATA Carnet ("CARNET") to Mr. / Ms. \_\_\_\_\_ ("RECIPIENT") for the purposes of (1) avoiding Customs Charges, approx. 30-50% (US\$ 2 - 5 million) of the value of goods incl. import taxes, penalties etc., (2) avoiding the seizure of the \_\_\_\_\_ ("INSTRUMENT") ("INSTRUMENT"), and (3) facilitating the Customs clearance procedure. In this Memorandum, the FOUNDATION and the RECIPIENT hereby agree to the terms and conditions concerning the use of the CARNET.

### (Declare the INSTRUMENT at the Customs using the CARNET)

1. When leaving/entering the countries and customs territories (see the list attached to the Loan Agreement), the RECIPIENT must declare the INSTRUMENT at the Customs using the CARNET and obtain the stamps on the CARNET.

### (FINAL DATE FOR DUTY-FREE RE-IMPORTATION / RE-EXPORTATION)

2. When leaving/entering the countries and customs territories, the RECIPIENT must check the 'FINAL DATE FOR DUTY-FREE RE-IMPORTATION' (only Japan) and 'FINAL DATE FOR RE-EXPORTATION' on the stamped section of the CARNET. If the date is specified, the RECIPIENT must re-import the INSTRUMENT into Japan or export the INSTRUMENT out of the country or customs territory before the specified date. (If the date is not specified, the expiration date of the CARNET specified on the Green Cover applies.)

### (Final re-importation into Japan)

3. The RECIPIENT must bring back the INSTRUMENT to Japan before the expiration date of the CARNET specified on the Green Cover. The RECIPIENT agrees to re-import the INSTRUMENT into Japan within the specified period below, from 60 days to 7 days before the expiration.

Expiration Date : \_\_\_\_\_

Final Re-importation Period: \_\_\_\_\_

(plan to come to Japan in this period) \_\_\_\_\_

### (Report to the FOUNDATION)

4. The RECIPIENT must report to the FOUNDATION after each time the CARNET is used.

### (Charges and Penalties)

5. The RECIPIENT is liable for the payment to the FOUNDATION of any Customs Charges (importation taxes, penalties, regularization fee etc.) imposed on the FOUNDATION if the RECIPIENT fails to:
  - (1) declare the INSTRUMENT at the Customs using the CARNET. (Article 1)
  - (2) obtain the stamp at the Customs. (Article 1)
  - (3) bring back the INSTRUMENT to Japan before the 'FINAL DATE FOR DUTY-FREE RE-IMPORTATION' of the CARNET. (Article 2)
  - (4) take the INSTRUMENT out of the Country and Customs Territories before the 'FINAL DATE FOR RE-EXPORTATION' of the CARNET. (Article 2)
  - (5) bring back the INSTRUMENT to Japan before the expiration date of the CARNET. (Article 3)

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.

#### FOUNDATION

Nippon Music Foundation  
Attention: Katsuji Ebisawa, Chairman  
Akasaka 1-2-2, Minato-ku, Tokyo 107-0052, Japan

#### RECIPIENT

Name  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_