

LICENCE AGREEMENT

1 SCOPE OF AGREEMENT

- 1.1 Subject to the Applicant's compliance with the terms contained herein, MACP grants to the Applicant as from the Commencement Date, a non-exclusive licence ("Licence") to perform publicly or authorise the public performance at the Applicant's named Premises ("Premises") of MACP's Repertoire and in consideration of the same, the Applicant hereby irrevocably and unconditionally agrees and undertakes to pay to MACP the licence fee pursuant to the terms contained herein.
- 1.2 The Licence granted in Clause 1.1 is limited only to the extent where it is expressly permitted and does not include or authorize the following:
- (a) the transmission or public reception of any performance beyond the precincts of the Premises;
 - (b) the performance of dramatico-musical works involving performances of an opera, operetta, revue or pantomime in so far as it consists of words and music written expressly therefore;
 - (c) the performance in whole or in part of any music and of any words associated therewith composed or used for a ballet, if accompanied by visual representation of such ballet or part thereof;
 - (d) the performance of oratorios and/or large choral works, i.e. those of more than 20 minutes duration, in their entirety;
 - (e) the performance of any music and associated words so as to burlesque or parody the work;
 - (f) the broadcast or other transmission, reproduction or authorisation of reproduction of any MACP's Repertoire either digitally, electronically or in whatever form and manner or by any other means and including any reproduction by downloading data or materials;
 - (g) the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by MACP as prohibited;
 - (h) the performance in respect of any sound recording; or
 - (i) any other right not expressly granted under this Agreement.
- 1.3 Upon payment of the licence fees under Clause 3 and the stamp duties under Clause 11, the Applicant shall be assigned a unique licence number ("Licence Number") and a licence sticker ("Sticker") issued by MACP.

2 DURATION OF AGREEMENT

- 2.1 Unless specified otherwise, this Agreement shall be for an initial period of 12 months ("Initial Period") from the Commencement Date and shall thereafter be automatically renewed for each successive 12-months period ("Annual Period") until and unless terminated pursuant to Clause 3.3 (d) or Clause 5 below.
- 2.2 The validity of the rights and licence granted in this Agreement is subject to the Licensee's timely payment of the licence fees and performance of its obligations in accordance to this Agreement.

3 LICENCE FEES & OTHER CHARGES

- 3.1 In consideration of the grant of the licence in this Agreement, the Applicant agrees to pay to MACP:
- (a) the annual licence fees for the said Initial Period and for each and subsequent Annual Period, no later than fourteen (14) days upon issuance of the invoice by MACP or any such other deadline as specified in writing by MACP and/or stated in the invoice;
 - (b) Any additional fees or charges as imposed by MACP including any penalty under Clause 3.2 and / or taxes and stamp duties under Clause 11.
- 3.2 MACP is entitled to verify the information submitted by the Applicant as stated in this Application through any source, including examination of the Applicant's Premises, books and records, receipts, invoices and other similar documents. If such examination shows that the Applicant has provided false or inaccurate information to MACP, MACP is entitled to impose a reasonable penalty of up to two (2) times of MACP's Tariffs to compensate for the time and resources incurred in verifying the information provided by the Applicant or alternatively if the Applicant fails to submit the required particulars and/or documents, MACP is entitled to unilaterally assess reasonable licence fees payable under this Agreement using any sources available to it.
- 3.3 The Applicant hereby irrevocably and unconditionally acknowledges and agrees that:
- (a) the licence fees for the initial Period and each subsequent Annual Period shall be calculated based on MACP's Tariffs as found on MACP's Official Website which may be adjusted on every 1st of April in accordance with the preceding calendar year's Consumer Price Index as published by the Department of Statistics, Malaysia.
 - (b) there shall be no refund of licence fees or other charges paid in advance in the event this Agreement is terminated for any reason before its expiration or as a result of the closure of any or all of the Premises for whatsoever reasons. The parties further agree that all invoices issued by MACP (whether payable as advances or otherwise) due under this Agreement shall be recoverable by MACP as debts in any court of competent jurisdiction in Kuala Lumpur or Selangor.
 - (c) where a notice or invoice is issued by MACP as to the amount of licence fees and/or other charges that are due and payable by the Applicant in accordance with the terms of this Agreement, such notice or invoice shall be prima facie and / or conclusive evidence of the contents and correctness thereof and the contents and additional terms such as late payment interest and others stated in the invoice issued shall be binding against the Applicant and / or the Applicant's authorised person(s) or business owner(s) or director(s) and their heirs and assigns ("Certificate of Indebtedness").
 - (d) if the Applicant fails to make payment of the licence fees or charges hereunder when due or thereafter within fourteen (14) days of MACP's first written request for payment of such overdue licence fees or charges, MACP is entitled to immediately terminate this Agreement by written notice sent to the Applicant and thereupon this Agreement shall be terminated without prejudice to MACP's rights to recover any monies due hereunder and/or to pursue any remedies as provided under the applicable legislations/laws.

4 SUPPLY OF INFORMATION & VARIATION

- 4.1 The Applicant hereby warrants and represents to MACP that all information provided to MACP is true, correct and complete.
- 4.2 The Applicant shall give a written notice to MACP of any changes to the particulars supplied in the Application by the Applicant, including the addition or deletion of Premises as set out in Item 1 of the Application and/or any subsequent additional Application made by the Applicant which upon acceptance by MACP shall be deemed as part of this Agreement, so as to allow appropriate re-assessment by MACP of the licence fees. When MACP is notified of any such changes to the particulars hereof or to the performances to be authorised hereunder, then upon MACP's acceptance of the same at its sole discretion, this Agreement shall thereafter apply with such particulars as amended by, and in accordance with, the details of that notice, and until so amended the particulars of the Application shall form the particulars of this Agreement.
- 4.3 Notwithstanding Clause 4.2 above, MACP reserves the right to require the Applicant to submit a new Application if any changes to the particulars supplied in the Application shall, in MACP's opinion, warrant a new Application being submitted.
- 4.4 The Applicant shall supply to MACP the Usage Return Report obtainable free from MACP's office or MACP's Official Website, a list of all the music and songs, with the name of the singer, author, composer, publisher of each such composition performed, and any other information requested by MACP from time to time, during the duration of this Agreement.

5 TERMINATION

- 5.1 This Agreement is automatically terminated immediately in the event the Applicant:-
- (a) fails to pay any sum that is due and payable under this Agreement;
 - (b) breaches any other terms of this Agreement, and fails to remedy such breach within seven (7) days after being requested in writing to do so by MACP;
 - (c) is subject to any criminal investigation or corruption-related enquiry by the relevant authorities;
 - (d) being a corporation, goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administrator; or
 - (e) being an individual and/or partnership where the proprietor(s) commits any act of bankruptcy or enters into a scheme of arrangement with creditors.
- 5.2 This Agreement may be terminated by either party mutually without cause by giving to the other party at least one (1) month's notice in writing and there shall be no refund of the licence fees or any charges paid to MACP.

- 5.3 In the event of termination of this Agreement:-
- (a) the Applicant shall immediately pay MACP all licence fees due under this Agreement (including any additional sums due to MACP) which remain unpaid at the date of termination;
 - (b) all rights hereby granted to the Applicant herein shall be terminated automatically at the date of termination stated in Clause 5.1 and 5.2 above respectively;
 - (c) upon termination, the Applicant shall immediately cease performing or transmit any of MACP's Repertoire in any manner howsoever;
 - (d) the Applicant shall not display the Sticker at the Premises so as to cause misrepresentation and / or confusion to the public that the Applicant has the Licence to perform any of the MACP's Repertoire.
- 5.4 Notwithstanding the termination of this Agreement, MACP shall have the right to pursue any remedies as provided under any applicable legislations/laws to enforce the terms of this Agreement against the Applicant and / or the Applicant's authorized person and / or directors and / or business owners.
- 6. RIGHT OF ENTRY**
- 6.1 MACP, by its duly authorised officers or agents, shall have the right of full entry in and upon the Premises (and any addition of the Premises during the course of this Agreement) at all reasonable times for the purpose of checking the particulars on which the licence fees hereunder is to be assessed including particulars of events held at the Premises.
- 6.2 The Applicant shall upon receipt of the Sticker to be issued by MACP upon full payment of licence fees, display the Sticker at a prominent place in the Premises to enable easy identification by MACP's duly authorised officers and / or agents.
- 7. NO ASSIGNMENT**
- 7.1 The Applicant shall not assign, transfer, sub-licence or otherwise howsoever, in whole or in part, the rights granted hereunder without the prior written consent of MACP.
- 8. NOTICES**
- 8.1 Any notice (including any notice for court proceedings) under this Agreement must be in writing and proof of posting or dispatch of any notice to the party shall be deemed to be proof of receipt:
- (a) if delivered to the address of the party, upon acknowledgement of receipt by the party;
 - (b) for notices sent by A.R registered post and/or pre-paid post and/or any other ordinary post, upon the expiration of 72 hours after posting;
 - (c) if by electronic mail to the mail address known by the party.
- 8.2 For the purpose of Clause 8.1, the address and / or email address of the Applicant shall be as stated in this Application or at last-known address and / or email address as communicated to MACP in writing.
- 9. DEFINITIONS IN THE AGREEMENT**
- 9.1 "Agreement" means this Application, Licence Agreement and any amendments as agreed and accepted between the parties.
- 9.2 "MACP's Repertoire" means all copyrighted musical work, lyrics, words written to be used with such musical work (if applicable) or any part thereof that are owned, administered, controlled or represented by MACP.
- 9.3 "MACP's Tariffs" means the applicable licence rates established by MACP for the rights of public performance of MACP's Repertoire for all types of usage which require licence from MACP. A copy of MACP's Tariffs is obtainable free from MACP's office and MACP's Official Website.
- 9.4 "MACP's Official Website" means www.macp.com.my.
- 10. LAW AND JURISDICTION**
- 10.1 This Agreement shall be interpreted and construed in accordance with the laws of Malaysia.
- 10.2 All disputes of the Agreement shall be determined by the Courts of Malaysia in Kuala Lumpur or Selangor and the parties hereto shall submit themselves to the exclusive jurisdiction thereof.
- 11. GOVERNMENT DUTIES TAXES AND LEGAL CHARGES**
- 11.1 The Applicant shall bear the stamp duties and other incidental charges including taxes arising as a result, or in consequence, of this Agreement.
- 12. PRIVACY NOTICE**
- 12.1 The Applicant acknowledges and agrees that the information the Applicant is providing may be personal information under the Personal Data Protection Act 2010, and can be used by MACP pursuant to the Credit Reporting Agencies Act 2010, including other related regulations. Information collected is only for the business purposes of MACP and will not be disclosed to any third parties except in accordance with the privacy policy of MACP which can be obtained from MACP's Official Website.
- 13. MISCELLANEOUS**
- 13.1 **Modification & Waiver** – All modifications, alterations, changes, additions or subtractions must be agreed in writing. A delay or omission by MACP shall not be construed as a waiver. Any waiver or consent by MACP must be in writing.
- 13.2 **Severability** – Any term, condition, stipulation, provision or undertaking in this Agreement which is found to be illegal, void and / or unenforceable shall be ineffective only to the extent of such illegality, invalidity and / or unenforceability and shall not invalidate or render illegal, void and / or unenforceable any other terms, conditions, stipulations, provisions, covenants or undertaking herein contained.
- 13.3 **Indemnity** – The Applicant hereby irrevocably and unconditionally agrees and undertakes to defend, indemnify and hold harmless MACP and their respective officers, directors, employees or agents from and against any and all claims and / or third party claims, losses, damages, arising out or in any way attributable to the inaccuracy or breach of any representations or warranties by the Applicant or the terms under this Agreement.
- 13.4 **Remedies** – Without prejudice to the remedies provided hereunder, MACP shall further have the rights and remedies under any other law and among other remedies, proceed at law or in equity against the Applicant and / or the director or business owner of the Applicant as if the director or business owner has entered into this Agreement in his / her personal capacity.
- 13.5 **Entire Agreement** – This Agreement shall form the entire agreement and shall supersede all prior agreements with respect to this Agreement.
- 13.6 **Counterpart** – This Agreement may be signed and executed physically or electronically, and in counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.
- 13.7 **Submission of Application Electronically** - By submitting and executing the Agreement (which includes the Application) to MACP electronically, the Applicant agrees and acknowledges that the execution of the Agreement is genuine and authentic and the same shall be the copy used for the purpose of stamp duty. MACP reserves the right to forward the stamped copy of the Agreement to the Applicant via email.
- 13.8 **E-Signatures** - The Parties agree that this Agreement may be executed electronically and will be considered signed by a Party when the signature of that Party is delivered by email transmission to the other Party, and will be fully executed when both Parties have so signed. Such email signature will be treated in all respects as having the same effect as an original signature.