

## LICENCE AGREEMENT

### 1 SCOPE OF AGREEMENT

- 1.1 Subject to the terms contained herein, MACP grants the Applicant (which expression herein shall include also the Event's owner, organiser, appointed agents, representatives and/or servants whose name as appeared in the overleaf) a permit licence to perform publicly or authorise the public performance at the Event of any or all of those musical works (whether in whole or in part including any words associated therewith) for the time being the Works within MACP's repertoire or over which it has the administration and controlling rights in Malaysia (hereinafter referred to as "Works within MACP's repertoire").
- 1.2 The Agreement granted in clause 1.1 does not include or authorise:
- the transmission or the public reception of any performance beyond the precincts of the Applicant's named venue for the Event;
  - the performance of dramatico-musical works in their entirety;
  - the performance of excerpts from such parts of any dramatico-musical works and music written expressly therefore, if accompanied by dramatic action, dumb show, costume, scenic accessories or other visual representation of the same dramatico-musical work;
  - the performance of oratorios and/or large choral works, i.e. those of more than 20 minutes duration, in their entirety;
  - 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;
  - the performance of any music and associated words so as to burlesque or parody the work;
  - the performance of any musical work with new or substituted lyrics, or any lyrics which have been notified by MACP as prohibited;
  - the performance in respect of any sound recording; or
  - any other right not expressly granted under the Agreement.

### 2 CALCULATION OF LICENCE FEES

- 2.1 The Applicant agrees to pay MACP the amount calculated in accordance with the formula specified in the overleaf.

### 3 PAYMENT OF LICENCE FEES

- 3.1 MACP is entitled to issue any invoice/tax invoice for the licence fees payable under clause 2 before or after the Event's date.
- 3.2 The Applicant shall pay any invoice/tax invoice issued by MACP under clause 3.1 within the time specified on the invoice/tax invoice or 2 working days before the Event, whichever is earlier.
- 3.3 If the Applicant fails to comply with clause 3.2 above, MACP may, without prejudice to any rights conferred on MACP herein or by law, terminate the Agreement and impose surcharge for late application, evidence gathering, legal or other costs.
- 3.4 Save and except where the Agreement has been terminated under clause 6, all invoices/tax invoices issued by MACP (whether payable as advances or otherwise) due under the Agreement shall be recovered by MACP (whether payable as advances or otherwise) due under the Agreement shall be recovered by MACP as debts in any court of competent jurisdiction in Kuala Lumpur or Selangor.

### 4 SUPPLY OF INFORMATION

- 4.1 Within 30 days from the end of the Event, the Applicant must supply to MACP, on the Programme Return Form obtainable free from MACP's office at the overleaf address or MACP's website at [www.macp.com.my](http://www.macp.com.my), a list of all the music and songs performed at the Event with name of singer, author, composer, publisher of each such composition performed during the Event.

### 5 BREACH OF AGREEMENT

- 5.1 If the Applicant breaches any provision of the Agreement, or fails to make payment of the licence fees when due or thereafter within 7 days of MACP's first request for payment of such overdue fees, MACP may forthwith terminate the Agreement by written notice sent to the Applicant at the address shown in the particulars as stated in the overleaf or at such address known by MACP and thereupon the Agreement shall be terminated without prejudice to MACP's rights to recover any monies due hereunder.
- 5.2 In any such proceedings where a notice or invoice/tax invoice stating the licence fees calculated and payable in accordance with the terms of the Agreement has been sent out to the Applicant, such notice or invoice/tax invoice shall be prima facie evidence that the sum therein mentioned is the sum that the Applicant is liable to pay to MACP.

### 6 TERMINATION

- 6.1 MACP is entitled to immediately terminate the Agreement by written notice to the Applicant if the Applicant:-
- fails to pay any sum when due under the Agreement within the period stipulated by MACP;
  - breaches any of the terms of the Agreement and fails to remedy such breach within 7 days after being requested in writing to do so by MACP;
  - 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
  - being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

- 6.2 Any termination by the Applicant due to cancellation or postponement of the Event shall be given by notice in writing to MACP before the due date for payment as specified on the invoice/tax invoice or 2 working days before the Event, whichever is earlier.

### 7 RIGHT OF ENTRY

- 7.1 MACP, by its duly authorised officers or agents, shall have the right of full entry in the Event during all times of the public performance.
- 7.2 The Applicant shall upon the signing of the Agreement submit 2 complimentary tickets for the Event to verify, amongst others, the musical works performed at the Event. MACP reserves the right to charge the Applicant the full value of the tickets purchased if tickets are not submitted to MACP prior to the Event taking place.

### 8 NO ASSIGNMENT

- 8.1 The Applicant shall not assign, transfer, sub-license or otherwise howsoever, in whole or in part, the rights granted hereunder without the prior written consent of MACP.

### 9 AUDIT OR EXAMINATION

- 9.1 MACP may on 14 days' notice to the Applicant, audit or examine the Applicant's books of account and other records to determine the accuracy of any report or payment under the Agreement.
- 9.2 After such examination where the licence fees under the Agreement is being understated, MACP is entitled to issue further invoice/tax invoice for the understated licence fees.
- 9.3 The Applicant agrees to pay the cost of the audit or examination if it is discovered that the information provided by the Applicant was inaccurate and resulted in the calculation of the licence fees under the Agreement being understated.

### 10 NOTICES

- 10.1 Any notice (including any notice for court proceedings) under the Agreement must be in writing and proof of posting or dispatch of any notice to the party shall be deemed to be proof of posting:
- if delivered to the address of the party, upon acknowledgement of receipt by the party;
  - if by pre-paid post to the address of the party, on the 5th working day after posting;
  - if by facsimile to the facsimile number of the party, upon receipt of a successful transmission confirmation notice; or
  - if by electronic mail to the mail address known by the party upon a successful transmission.

### 11 DEFINITIONS IN THE AGREEMENT

- 11.1 "Works within MACP's repertoire" means each and every musical works, including any words normally associated therewith by the copyright owner for Malaysia, the right of public performance of which is vested in MACP under the Malaysian Copyright Act 1987.

### 12 LAW AND JURISDICTION

- 12.1 The Agreement shall be interpreted and construed in accordance with the laws of Malaysia.
- 12.2 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.

### 13 GOVERNMENT DUTIES, TAXES AND LEGAL CHARGES

- 13.1 The Applicant shall bear the stamp duties and other incidental charges including taxes without limitation to goods and services tax arising as a result, or in consequence, of the Agreement.

### 14 PRIVACY NOTICE

- 14.1 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. The privacy policy can be obtained from MACP's website at [www.macp.com.my/privacy.htm](http://www.macp.com.my/privacy.htm).

#### SIGNED AS AGREED

MACP accepts the Application and grants a permit licence for the consideration and on the terms and conditions set out in the Permit Licence Application and Agreement herein.

(For and on behalf of Music Authors' Copyright Protection (MACP) Berhad by its duly authorised officer)

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

Signature: \_\_\_\_\_

# MACP

MUSIC AUTHORS' COPYRIGHT PROTECTION (MACP) BERHAD

GST ID NO. : 000028872704

(186403-X)



## Permit License

#### After completion, kindly return to MACP at KUALA LUMPUR OFFICE

Unit 8, Level U2, Block D4, (D4-2-8) Solaris Dutamas,  
No. 1 Jalan Dutamas 1, 50480 Kuala Lumpur  
Tel: 03-6207 8638 Fax: 03-6206 2228/ 6206 3268

#### JOHOR BAHRU OFFICE

No. 6-02 Jalan Tun Abdul Razak, Susur 4, 80200 Johor Bahru, Johor.  
Tel: 07-227 8711 Fax: 07-227 9711

#### PENANG OFFICE

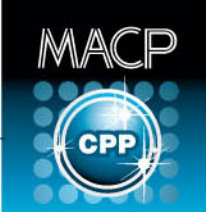
Lot 231 1st Floor, Wisma Central, 41 Macalister Road, 10400 Penang.  
Tel/Fax: 04-226 2943

#### SABAH OFFICE

Lot F-3-7, 3rd Floor, Plaza Tanjung Aru, Jalan Mat Salleh,  
Tanjung Aru, 88100 Kota Kinabalu, Sabah  
Tel/Fax: 088-211 827

# MACP Permit Licence Application (GST ID No: 000028872704)

## CASUAL PUBLIC PERFORMANCE



Please complete the relevant section(s), sign, chop and return to:

Unit 8, Level U2, Block D4, (D4-2-8) Solaris Dutamas, No. 1 Jalan Dutamas 1, 50480 Kuala Lumpur or fax to (03) 6206 2228/ 6206 3268

The permit licence as applied for shall be granted and an agreement deemed to have been made upon the acceptance and execution of this application by MACP. MACP may refuse to accept the application where information contained in this application form is inaccurate or incomplete.

I/We apply for a permit licence from MACP which, subject to the terms as set out on this page and overleaf, for authorising the performance in public musical works within MACP's repertoire, in the event and by the means and method(s) as described below.

• Where multiple venues are covered under this application, a schedule must be attached providing the relevant details of each venue.

| Casual Public Performance (including exhibition) at concourse and arcade of complex  |                    |   |                     |                           |
|--|--------------------|---|---------------------|---------------------------|
| <b>LICENCE FEES (inclusive of 6% GST)</b>  |                    | Fee is calculated at a flat rate of RM 318.00 per day |                     |                           |
| <b>TOTAL LICENCE FEES</b>  | Number of days     | <input type="text"/>                                  | x RM318.00          | = <input type="text"/> RM |
| Casual Public Performance such as Exhibition, Seminar and Conference   |                    |   |                     |                           |
| <b>LICENCE FEES (inclusive of 6% GST)</b>  |                    |   |                     |                           |
| Duration   | Low Music Density* |   | High Music Density* | Number of Days            |
| 1 – 2 days   | RM212.00 per day   | x <input type="text"/>                                | RM318.00 per day    | x <input type="text"/>    |
| 3 – 6 days   | RM159.00 per day   | x <input type="text"/>                                | RM265.00 per day    | x <input type="text"/>    |
| 7 – 14 days  | RM106.00 per day   | x <input type="text"/>                                | RM212.00 per day    | x <input type="text"/>    |
| 15 days or more  | RM79.50 per day    | x <input type="text"/>                                | RM185.50 per day    | x <input type="text"/>    |
| <b>TOTAL LICENCE FEES</b>  |                    |   |                     | <input type="text"/> RM   |
| <small>Note*<br/>"Low music density" means music performed by mechanical means such as record player, compact disc player, tape player or music performed by a radio or television set operated in the event or diffused through a loud-speaker from another part of the event or a source outside the event. "High music density" means music performed by performers (both paid and unpaid) including singers, dancers, disc jockey and performers of musical instruments.</small> |                    |   |                     |                           |

### 1. PARTICULARS OF COMPANY

Name of Company \_\_\_\_\_ ("the Applicant")

Address of Company \_\_\_\_\_

Postcode \_\_\_\_\_

Company Registration No. \_\_\_\_\_ Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

### 2. PARTICULARS OF EVENT

Name of Event \_\_\_\_\_ ("the Event")

Event Date \_\_\_\_\_ Venue \_\_\_\_\_

### 3. AUTHORISATION FROM EVENT OWNER

(Authorisation from the event owner is required if the Applicant is acting on behalf or under instruction of the event owner to execute the permit licence)

I/We, the event owner of the abovenamed event expressly confirm that I/we have duly authorised the Applicant to execute the permit licence for the abovenamed event on my/our behalf and agree to be bound by the terms and conditions of the grant of the permit licence, including but not limited to my/our obligation to pay the licence fees due and payable under the agreement. I/We further confirm that the information provided herein is true and accurate.

\_\_\_\_\_  
(Signature and Company stamp with address)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Telephone and Facsimile No.)

### 4. DECLARATION AND AGREEMENT BY APPLICANT

I/We acknowledge that I/we have read the terms as stated in the overleaf and agree to be bound by those terms should my/our application be accepted.

\_\_\_\_\_  
(Print Full Name)

\_\_\_\_\_  
(Signature and Company stamp)

\_\_\_\_\_  
(NRIC Number)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Designation)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Mobile Number)

### OFFICE USE ONLY

\_\_\_\_\_  
(Licence Number)

\_\_\_\_\_  
(Tariff Code)

\_\_\_\_\_  
(Group)

\_\_\_\_\_  
(Category)

\_\_\_\_\_  
(Licence Period)