

THIS DEED OF ASSIGNMENT made on the

BETWEEN

of

(hereinafter referred to as "the Assignor") pursuant to his/her membership of MUSIC AUTHORS' COPYRIGHT PROTECTION (MACP) BERHAD) (186403-X) ("hereinafter referred to as "MACP") of the one part and

**MACP**, a non-profit taking association registered as a company limited by guarantee and not having a share capital whose registered office is at Unit 8, Level U2, Block D4, (D4-2-8), Solaris Dutamas, No. 1 Jalan Dutamas 1, 50480 Kuala Lumpur, Malaysia of the other part.

NOW THIS DEED WITNESSETH as follows :-

1. Definitions

- (a) the expression "musical works" shall mean any musical work whether now existing or hereafter composed and such works (if any) as are associated with any musical works and shall include (without prejudice to the generality of the expression "musical work") the vocal and instrumental music in any cinematography film, the words and/or music of any monologue having a musical introduction and/or accompaniment, the musical accompaniment of any non-musical play, and any part of any such work, words, music or accompaniment as aforesaid.
- (b) the expression "performing rights" means, in relation to a musical work, the right to do, or authorize other persons to do, any of the following acts :-
  - (i) the performance, showing or playing to the public;
  - (ii) the communication to the public

in so far as such rights subsist under the law relating to copyright in Malaysia, and includes such corresponding rights as subsist under the laws relating to copyright in all other countries in force from time to time.

- (c) the expressions "performance, showing or playing to the public" and "communication to the public" shall have the meanings respectively given to them in the Copyright Act 1987 (Act 332) and any subsequent amendments from time to time.

2. The Assignor hereby assigns to MACP ALL performing rights as they subsist in all countries of the world in all musical works which now belong to or shall hereafter be acquired by or be or become vested in the Assignor during the continuance of the Assignor's membership of MACP and all such parts or shares (whether limited as to time, place, mode of enjoyment or otherwise) of, and all such interests in, any such performing rights as so belong to or shall be acquired by or be or become vested in the Assignor (all which rights hereby assigned or expressed or intended to be assigned are hereafter collectively referred to as "the rights assigned"), TO HOLD the same unto MACP for its exclusive benefit during such time as the rights assigned continue to subsist and in accordance with the provisions of the Memorandum and Articles of Association of MACP for the time being in force (hereinafter referred to as "the Articles") remain vested in or controlled by MACP.

3. MACP hereby covenants with the Assignor that MACP shall from time to time pay to the Assignor such sums of money out of the monies collected by MACP in respect of the exercise of the rights assigned to MACP in the works of its members as the Assignor shall be entitled to receive in accordance with such scheme of distribution as the Board of Directors of MACP shall from time to time establish pursuant to the Articles.
4. The Assignor does hereby covenant with MACP that the Assignor has good right and full power to assign the rights assigned in manner aforesaid to MACP, and hereby warrants that the musical works in respect of which the rights assigned are hereby assigned or purported to be assigned do not or will not as the case may be infringe the copyright in any other work, and that the Assignor will at all times hereafter keep MACP harmless and indemnified against all loss, damage, costs, charges and expenses which MACP may suffer or incur in respect of any claims which may be made upon or against MACP in respect of or as a result of any exercise by MACP of any of the rights which are hereby assigned or purported to be assigned, and that the Assignor shall and will so long as the Assignor shall continue to be a member of MACP do, execute, and take all such acts, deeds, powers of attorney, assignments to or vesting in MACP or enabling MACP to enforce the rights assigned or any part thereof as MACP may from time to time reasonably require.
5. The Assignor hereby undertakes to notify MACP immediately :-
  - (a) of any change of his/her address for the purposes of the administration of the performing rights; and
  - (b) of the titles and of any other material particulars of any musical works in respect of which the performing rights are hereby vested, and/or any subsequent additions to or deletions from the list of such titles and other particulars.

SIGNED SEALED AND DELIVERED by

.....  
(Signature of Member)

In the presence of

.....  
(Signature, address and occupation of witness)

THE COMMON SEAL OF MACP )  
hereunto affixed in the )  
presence of :- )

.....  
(Signature of Director)

.....  
(Signature of Director)

.....  
(Signature of Secretary)