

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

Unit 8, Level U2, Block D4, (D4-2-8) Solaris Dutamas, No. 1 Jalan Dutamas 1, 50480 Kuala Lumpur, Wilayah Persekutuan or email to digital@macp.com.my

I/We apply for a licence from MACP which, subject to this terms of the Licence Agreement as set out herein, authorises the communication to the public of Works within MACP's repertoire, in the manner as described below ("Application").

Please tick  as appropriate

- Ticketed Online Live Music Show  
 Non-Ticketed Online Live Music Show  
 Online Live General Entertainment Show

Definitions:

**Online Live Music Show** refers to any music centric online live show such as a concert, music show, dinner show and other events of similar nature.

**Online Live General Entertainment Show** refers to any non-music centric online live show such as graduation, product launching, carnival, exhibition, sports show and other events of similar nature.

### 1. PARTICULARS OF APPLICANT

Name of Individual/ Company				("the Applicant")
Address				
		Postcode		
Company Registration No. (where applicable)		Telephone No.		

### 2. PARTICULARS OF SHOW

Name of Show					("the Show")
Date		Gross Revenue			
Platform		Number of Cumulative Viewers			
URL					
Platform		Number of Cumulative Viewers			
URL					
Platform		Number of Cumulative Viewers			
URL					
Platform		Number of Cumulative Viewers			
URL					

### 3. DECLARATION AND AGREEMENT

I/We acknowledge and agree that I, the authorised person or director of the Applicant have executed and submitted this Application and have read the terms of this Licence Agreement as stated herein and further agree to be bound by those terms, for and on behalf of the Applicant as well as in my/his/her personal capacity as the authorised person or director of the Applicant, should my/our Application be accepted.

Sign by/on Behalf of Applicant		Name		
NRIC Number				
Designation	Signature & Company's seal (where applicable)			
E-mail Address		Mobile No.		Date

The licence applied for shall be granted and a Licence Agreement based on the terms and conditions as set out herein shall be 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 is inaccurate or incomplete.

#### OFFICE USE ONLY

Licence Number	
Tariff Code	
Group	
Category	
Show Date	

#### SIGNED AS AGREED

MACP accepts the Application and grants a licence based on the information provided by Applicant and pursuant to the terms and conditions set out in this Application and Licence Agreement herein.

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

Officer's Name	
Date	MACP's seal



## 1. SCOPE OF AGREEMENT

- 1.1 Subject to the terms contained herein, MACP grants to the Applicant (which expression herein shall include also the Show's owner, organiser, appointed agents, representatives and / or servants whose name appears in this Application), a licence to communicate to the public or authorise the communication to the public of any or all of those musical works (whether in whole or in part including any words associated therewith) ("Works") being the Works within MACP's repertoire or over which it has the administration and controlling rights in Malaysia 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 In consideration of MACP's grant of the licence to the Applicant pursuant to Clause 1.1 herein, the authorised person or director who executed and submitted the Application to MACP as approved by MACP, hereby acknowledges and agrees to be a party of this Agreement and irrevocably and unconditionally undertakes to be bound by the terms of this Agreement and guarantees any payment due to MACP by the Applicant.
- 1.3 The licence granted in Clause 1.1 does not include or authorise:
  - (a) the public performance of any Works in any manner;
  - (b) the transmission of any Works beyond the Show;
  - (c) the transmission 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 therefor;
  - (d) the transmission of excerpts from such parts of any dramatico-musical works and music written expressly therefor, if accompanied by dramatic action, dumb show, costume, scenic accessories or other visual representation of the same dramatico-musical work;
  - (e) the reproduction or authorisation of reproduction, copying or distributing by any means, method or process whatsoever, any work in the repertoire of MACP, including but not limited to transferring or downloading any such works to a computer hard drive, or into other storage media;
  - (f) the synchronization or authorisation of synchronization by any means, method or process whatsoever, any Works within MACP's repertoire;
  - (g) the transmission in respect of any sound recording; or
  - (h) any other right not expressly granted under this Agreement.

## 2. CALCULATION OF LICENCE FEES

- 2.1 The Applicant agrees to pay to MACP the licence fees calculated in accordance with MACP's Tariffs.

## 3. LICENCE FEES & OTHER CHARGES

- 3.1 MACP is entitled to issue any invoice for the licence fees payable under Clause 2 before or after the Show's date.
- 3.2 The Applicant shall pay on any invoice issued by MACP under Clause 3.1 within the time specified on the invoice or 2 working days before the Show, whichever is earlier.
- 3.3 The Applicant shall within 21 working days after the last performance date of the Show, submit to MACP for the purpose of calculating the actual licence fees, an audited statement showing the Gross Revenue and Cumulative Viewers for the Show.
- 3.4 The Applicant shall within 7 working days after the submission of the audited statement or upon receipt of the additional invoice issued by MACP, whichever is earlier, effect balance payment to MACP should the licence fees calculated based on the Gross Revenue and Cumulative Viewers is greater than the minimum fee invoiced by MACP and paid by the Applicant.
- 3.5 If the Applicant fails to comply with Clauses 3.2, 3.3 and 3.4, MACP may, without prejudice to any rights conferred on MACP herein or by law, terminate this Agreement and, if applicable, impose surcharge for late Application, evidence gathering, late payment interest, legal costs and / or any costs, all of which are 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.
- 3.6 Save and except where this Agreement has been terminated under Clause 5, the parties agree that all invoices issued by MACP (whether payable as deposit or otherwise) due under this Agreement shall be recoverable by MACP as debts in any court of competent jurisdiction in Kuala Lumpur or Selangor.
- 3.7 The Applicant further irrevocably and unconditionally acknowledges and agrees that where a notice or invoice is issued by MACP as to the existence of and the amount of licence fees and 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 its heirs and assigns ("Certificate of Indebtedness").

## 4. SUPPLY OF INFORMATION

- 4.1 The Applicant hereby warrants and represents to MACP that all information provided to MACP is true, correct and complete.
- 4.2 Within 30 days from the end of the Show, the Applicant must supply to MACP, on the Programme Return Form obtainable free from MACP's office at the address stated herein or MACP's Official Website, a list of all the music and songs performed at the Show with name of singer, author, composer, publisher of each such composition performed during the Show.

## 5. TERMINATION

- 5.1 This Agreement is automatically terminated immediately upon the occurrence of any of the following on the part of the Applicant:-
  - (a) fails to pay any sum that is due and payable under this Agreement within the stipulated period pursuant to Clause 3;
  - (b) breaches any other terms of this Agreement, except Clause 3, and fails to remedy such breach within 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 administration; 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 Any termination by the Applicant due to cancellation or postponement of the Show shall be given by notice in writing to MACP before the due date for payment as specified on the invoice, failing which and unless otherwise agreed in writing, any termination shall be deemed in breach of this Agreement and MACP shall reserve its rights to recover the licence fees and / or impose administrative fees for processing the Application.
- 5.3 In the event of termination of this Agreement:-
  - (a) all rights hereby granted to the Applicant herein shall be terminated automatically at the date of termination stated in Clauses 5.1 ad 5.2 respectively;
  - (b) upon termination, the Applicant shall immediately cease to communicate or transmit any of the Works within MACP's repertoire in any manner howsoever;

- 5.4 Notwithstanding 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 authorised person and / or directors pursuant to Clause 1.2.

## 6. NO ASSIGNMENT

- 6.1 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.

## 7. AUDIT OR EXAMINATION

- 7.1 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 this Agreement.
- 7.2 After such examination, where the licence fees under this Agreement is understated, MACP is entitled to issue further invoice for the understated licence fees.
- 7.3 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 this Agreement being understated.

## 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 Licence Application or at the last-known address and / or email address as communicated to MACP in writing.

## 9. DEFINITIONS IN THIS AGREEMENT

- 9.1 "Agreement" means this Application, Licence Agreement and any amendments as agreed and accepted between the parties.
- 9.2 "Works within MACP's repertoire" means each and every musical work, including any words normally associated therewith, the right of communication to the public of which is vested in MACP under the Malaysian Copyright Act 1987
- 9.3 "Gross Revenue" means revenue received and receivable, including but not limited to ticket sales, subscription fee, service fee, donation/contribution, advertisement and sponsorship payments and any benefit in kinds, perks, advantages or consideration (which shall be calculated based on their estimated monetary values)
- 9.4 "Cumulative Viewers" means total non-overlapping number of users accessing the online live show service, and the number of such, in principle, shall be determined on the basis of media access control (MAC) address. In case where it is unable to determine the accurate number of viewers, it shall be decided upon mutual agreement.
- 9.5 "MACP's Tariffs" means the applicable licence rates established by MACP for the right of communication to the public and / or the public performance of Works within 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 or MACP's Official Website.
- 9.6 "MACP's Official Website" means [www.macp.com.my](http://www.macp.com.my).

## 10. LAW AND JURISDICTION

- 10.1 The Agreement shall be interpreted and construed in accordance with the laws of Malaysia.
- 10.2 All disputes under this 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 without limitation to goods and services tax 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 herein, 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 as if the Applicant for the director or business owner has entered into this Licence Agreement in his / her personal capacity.
- 13.5 **Entire Agreement** - This Agreement and the Application shall form the entire agreement and shall supersede all prior agreements with respect to the Works and 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 this Agreement (which includes the Application) to MACP electronically, the Applicant agrees and acknowledges that the execution of this 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 this Agreement to the Applicant via email.