

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

<input type="checkbox"/>	Commercial Website/ social platform	<input type="checkbox"/>	Music content	<input type="checkbox"/>	Non-music content		
<input type="checkbox"/>	Non-Commercial Website/ social platform	<input type="checkbox"/>	1-6 months	<input type="checkbox"/>	7-12 months		
<input type="checkbox"/>	Podcast	<input type="checkbox"/>	1-6 months	<input type="checkbox"/>	7-12 months		
<input type="checkbox"/>	Online Advertisement/Promotion	<input type="checkbox"/>	1-3 months	<input type="checkbox"/>	4-6 months	<input type="checkbox"/>	Above 6 months
		<input type="checkbox"/>	1-3 months	<input type="checkbox"/>	4-6 months	<input type="checkbox"/>	Above 6 months
		<input type="checkbox"/>	Not exceeding 30 sec	<input type="checkbox"/>	Exceeding 30 sec but not exceeding 2 min	<input type="checkbox"/>	Exceeding 2 min

Definitions:

**Commercial Website/ Social platform** refers to any website and/or social platform primarily intended for or directed toward commercial advantage or monetary compensation.

**Music content** refers to any music centric content (audio and/or audio-visual material incorporating one or more musical works), including but not limited to concerts, music videos, audio music tracks, singing contests and music-centric games.

**Non-Music content** refers to any non-music centric content (audio and/or audio-visual material incorporating one or more musical works), where the content is more on information and musical works are not the main focus.

**Non-Commercial Website/ Social platform** refers to any website and/or social platform that is not primarily intended for, or directed towards, commercial advantage or monetary compensation by an organisation.

**Online Advertisement/ Promotion** refers to advertisement and/or promotion designed specifically to promote goods or services to the general public via any online platform.

**Podcast** means a collection of related Podcast Episodes available via the same RSS feed often as an episodic series, with new installments delivered automatically via the RSS feed to a subscriber's device and Podcasting shall be construed accordingly; "Podcast Episode" means a spoken word digital audio file, together with music that is included and does not form the main content, distributed via a RSS feed that a user can stream from a personal device for listening.

### 1. PARTICULARS OF APPLICANT

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

### 2. PARTICULARS OF USAGE

Name of Website / Podcast / Advertisement				(*the Usage*)
Start Date		End Date		
Platform		URL		
Platform		URL		
Platform		URL		
Gross Revenue				

### 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	
Usage 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 business 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 to 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 Usage;
  - (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 synchronisation or authorisation of synchronisation 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 In consideration of the grant of the licence in this Agreement, the Applicant agrees to pay to MACP:
  - (a) the licence fees calculated in accordance with Clause 2 no later than 14 days after issuance of the invoice by MACP as proof of MACP's acceptance of the Application and the execution of the Licence Application;
  - (b) any additional fees or charges as imposed by MACP, pursuant to any terms of this Agreement, 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 books and records, receipts, invoices and other similar documents. If such examination shows that the Applicant has provided false and/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 additional 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 the licence fees shall be calculated based on MACP's Tariffs as found on MACP's Official Website.
- 3.4 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 for whatsoever reasons.
- 3.5 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 due in any court of competent jurisdiction in Kuala Lumpur or Selangor.
- 3.6 The Applicant further irrevocably and unconditionally acknowledges and agrees that where a notice or invoice is issued by MACP as to the existence 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").
- 3.7 If the Applicant fails to make payment of the licence fees or charges hereunder when due or thereafter within 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 applicable legislations/laws.

## 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 licence, 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 with name of singer, author, composer, publisher of each such composition performed.

## 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 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 and 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 whatsoever.

- 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 "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.
- 9.4 Gross Revenue refers to 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).
- 9.5 "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 of the Applicant as if 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.