

**THE COMPANIES ACT 1965
MALAYSIA**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING
A SHARES CAPITAL**

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

MUSIC AUTHORS' COPYRIGHT PROTECTION (MACP) BERHAD

[Registration No: 198901009102 (186403-X)]

Incorporated on 7th day of September 1989

(Amendments of the Articles of Association vide Forms 11 dated 3 June 1999, 24 July 2001, 16 July 2002, 18 June 2010 and 15 June 2015 and Forms Section 36 dated 8 July 2020 and 9 March 2023 have been incorporated).

THE COMPANIES ACT, 1965

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

OF

MUSIC AUTHORS' COPYRIGHT PROTECTION (MACP) BHD.

1. The name of the Company is the Music Authors' Copyright Protection (MACP) Bhd.
2. The registered office of the Company shall be situated in Kuala Lumpur, Malaysia.
3. The objects for which the Company is established are:-

(1) to act on behalf of the Members of the Company, being the composers or authors or publishers or owners or persons otherwise being entitled to the benefit or interested in the copyright of musical, literary or dramatic works (hereinafter referred to as "**the Members**"), without prejudice to the provisions hereinafter appearing, in the following matters:-

To act on
behalf of
the Company

(i) To promote and enforce by all lawful means the copyright interests of the Members and generally to watch-over and safe-guard such interests.

(ii) To originate and promote improvements in the laws relating to copyright and in particular, copyright relating to music and musical works and to support or oppose amendments in such laws and to effect improvements in the administration thereof, and for the purposes aforesaid to petition the Government and take such other steps and proceedings as may be deemed expedient.

(iii) To diffuse among the Members information upon matters affecting the exploitation of musical works and to print, publish, issue and circulate such papers, periodicals, circulars and other literary undertakings as may seem conducive to any of its objects.

(2) To exercise and enforce on behalf of the Members all rights and remedies subsisting under the copyright law in Malaysia relating to the musical, literary or dramatic works of the Members as are exploited, reproduced, performed, adapted or otherwise used in Malaysia or elsewhere throughout the world.

To enforce
copyrights

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| (3) | In the exercise or enforcement of such rights and remedies to make and from time to time to rescind, alter, or vary any arrangements and agreements with respect to any such exploitation of such works in regard to the mode, periods or extent to which any such exploitation of such works may be made or employed and to collect and receive and give effectual discharge for all royalties, fees and other monies payable under any such agreements or arrangements or otherwise in respect of any such exploitation by all necessary actions or other proceedings and to recover such royalties, fees and other monies, and to restrain and recover damages for the infringement by means of any such exploitation as aforesaid of the copyrights of such works or any other rights of the Members in respect of such works, and to release, compromise or refer to arbitration any such proceedings or actions or any other disputes or differences in relation to the premises. | To alter arrangements or agreements |
| (4) | To obtain from the Members such assignments, assurances, powers of attorney or other authorities or instruments as may be deemed necessary or expedient for enabling the Company to exercise and enforce in its own name or otherwise all such rights and remedies as aforesaid and to execute and do all such assurances, agreements and other instruments and acts as may be deemed necessary or expedient for the exercise of or enforcement by the Company of such rights and remedies as aforesaid. | To obtain authorities |
| (5) | To obtain from the Members such assignments, assurances, powers of attorney or other authorities or instruments as may be deemed necessary or expedient for enabling the Company to exercise and enforce in its own name or otherwise all such rights and remedies as aforesaid and to execute and do all such assurances, agreements and other instruments and acts as may be deemed necessary or expedient for the exercise of or enforcement by the Company of such rights and remedies as aforesaid. | To distribute monies received |
| (6) | To represent the Members at any public enquiry, governmental enquiry, or commission, conference, convention, or any similar hearing or meeting which might touch upon the interests of the Members whether held in Malaysia or elsewhere and to be a party to any proceedings before any tribunal established by any statute having jurisdiction over any matters affecting the interests of the Company or the Members in relation to the rights aforesaid. | To represent Members |
| (7) | To determine and from time to time to alter or vary:- | To determine subscriptions |
| | (i) The annual subscriptions of the Members for the purposes of the normal administration of the Company. | |
| | (ii) Special contributions of the Members where money is required by the Company for special purposes such as the support of or opposition against legislation or the representation of the interests of the Company at public enquiries or before any tribunal. | |

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| (8) | (i) | To grant gratuities, donations, pensions and emoluments to any Member or ex-Member or any person at any time in the employment of the Company or engaged in any business acquired by the Company, and the spouses, surviving spouses, families and dependants of any such persons. | To grant gratuities |
| | (ii) | To establish, support, subscribe to and aid in the establishment and support of funds, trusts, associations or institutions calculated to benefit Members or ex-Members or persons employed by or having dealings with the Company. | |
| | (iii) | To subscribe money for the relief of distress caused by natural disasters or other exceptional calamities. | |
| | (iv) | To make payment by way of loan or gift or on such terms as may be thought fit for any purpose conducive to the improvement or advancement of the composition, teaching or performance of music or to or for the benefit of any society, association or company whose objects shall include any such purpose. | |
| | (v) | To receive contributions, subscriptions or donations for any of the aforesaid purposes from donors. | |
| (9) | | To carry on any business which may seem to the Company capable of being conveniently carried on in connection with the above objects or business or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company. | To carry on any business |
| (10) | | To acquire or undertake the whole or any part of the business, property or liabilities of any person or company carrying on any undertaking or business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company. | To acquire property |
| (11) | | To enter into partnership of, into any arrangement for, sharing profits, union of interests, co-operation, joint venture, reciprocal relationship or otherwise with any person, association, society or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engaged in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to amalgamate with or become affiliated to any such society, association or company, and to lend money to, guarantee the contracts of or otherwise assist any such persons, society, association or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same. | To enter into partnership |
| (12) | | To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company. | To hold shares in other companies |

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| (13) | To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company. | To promote companies |
| (14) | Generally, to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary and/or convenient for the purposes of its undertaking or business. | To purchase property |
| (15) | To invest and deal with the monies of the Company not immediately required in such manner as may from time to time be determined. | To invest the monies of the Company |
| (16) | To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures and other negotiable or transferable instruments. | To draw bills of exchange |
| (17) | To adopt such means making known the operations of the Company as may seem expedient and in particular by advertising in the press, by circulars, by publication of books and periodicals. | To make known the operations of the Company |
| (18) | To procure the Company to be registered or recognised in any foreign country or territory. | To procure registration abroad |
| (19) | To improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company. | To deal with property |
| (20) | To appoint any agent or agents for the collection and recovery of any monies receivable by the Company in the exercise of its powers or otherwise for the purpose of the exercise of any such powers. | To appoint agents |
| (21) | To issue debentures, debenture stocks, bonds, obligations, and securities of all kinds, and to frame, constitute and secure the same, as may seem expedient, with full power to make the same transferable by delivery, or by instrument of transfer or otherwise, and either perpetual or terminable, and either redeemable or otherwise, and to charge or secure the same by trust, deed or otherwise, on the undertaking of the Company, or upon any specific property and rights, present and future, of the Company (including, if thought fit, uncalled capital), or otherwise howsoever. | To issue debentures |
| (22) | Subject to the provisions of the Companies Act, to lend and advance money or give credit to any person or company; to give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person and to secure or undertake in any way the repayment of monies lent or advanced to or the liabilities incurred by any person. | To lend money |
| (23) | To raise or borrow or secure payment of money in such manner and on such terms as the Company think fit and in particular by the issue of options or debentures charged upon all or any of the Company's property including debts or upon | To borrow |

bills of exchange or promissory notes or other like obligations to purchase, redeem or pay off any such securities or debts.

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| (24) | To secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages and charges upon the undertaking and all or any of the assets and property (present and future) or by the creation and issue on such terms as may be thought expedient of debentures, debenture stocks, or other securities or any description. | To secure discharge |
| (25) | To remunerate by way of fees, wages, commission or otherwise any director, employee or person or corporation for services rendered or to be rendered to the Company in or about the formation or promotion thereof or the conduct of the business of the Company. | To remunerate persons rendering services |
| (26) | To make donations for patriotic or for charitable purposes. | To make donations |
| (27) | To sell or dispose of the assets or undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any shares, debentures, or securities of any other company having objects altogether or in part similar to those of the Company. | To sell and dispose assets of the Company |
| (28) | To transact any lawful business in aid of the Government in the prosecution of any war or hostilities in which Malaysia is engaged. | Prosecution of war or hostilities |
| (29) | To distribute among the Members in specie any property of the Company. | To distribute Company's property |
| (30) | To enter into reciprocal arrangements or agreements with foreign companies, societies or associations having similar objects and with purposes to defend and enforce the rights and remedies of authors, composers and publishers and to join and participate in any international confederal organisation having similar objectives. | To enter into reciprocal arrangements with other societies |
| (31) | To do all or any of the above things in Malaysia or in any other country or territory abroad and as principals, agents, contractors, trustees, or otherwise, and by or through trustees, agents or otherwise and either alone or in conjunction with others. | To do things abroad |
| (32) | To undertake and execute any trusts which may lawfully be undertaken by the Company and may be conducive to its objects. | To undertake trust |
| (33) | To do all such other things as in the opinion of the Company or its Directors are incidental or conducive to the attainment of any of the above objects or any objects of a like or similar nature. | To do everything incidental |

And it is hereby declared that the word "company" in this clause except where used in reference to this Company shall wherever the context so permits be deemed to include any partnership or other

body or persons whether incorporated or not, and whether domiciled in Malaysia or elsewhere.

4. The liability of the Members is limited.
5. Every Writer Member of the Company (as determined in accordance with the Company's Articles of Association) undertakes to contribute such amount not exceeding M\$10.00 and every Publisher Member of the Company (as so determined) undertakes to contribute such amount not exceeding M\$100.00, to the assets of the Company in the event of the same being wound up during the time that he is a Writer Member or a Publisher Member as the case may be or within one year afterwards, as may be required for payment of the debts and liabilities of the Company contracted before the time at which he ceased to be a Writer Member or a Publisher Member as the case may be, and for the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves.

We, the several persons, whose names, addresses and descriptions are hereto subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association.

Names, Addresses and Description of Subscribers

- | | | |
|----|--|----------|
| 1) | CBS SONGS (M) SDN. BHD.
97, Jalan 9, Taman Maluri
Cheras,
55100 Kuala Lumpur | (Signed) |
| 2) | PUSTAKA MUZIK EMI (M) SDN. BHD.
8, Jalan Murai 2,
Komplek Batu, Batu 3,
Jalan Ipoh,
51000 Kuala Lumpur | (Signed) |
| 3) | DUNIA MUZIK WEA SDN. BHD.
9 th Floor, MUI Plaza,
Box #18, Jalan P. Ramlee,
50250 Kuala Lumpur | (Signed) |
| 4) | GOODSOUND SDN. BHD.
66-68, Jalan Raja Chulan,
50250 Kuala Lumpur | (Signed) |
| 5) | POLYGRAM RECORDS SDN. BHD.
20, 1 st & 2 nd Floor,
Jalan Bukit Bintang,
55100 Kuala Lumpur | (Signed) |
| 6) | SUWAH PUBLISHING SDN. BHD.
42, Jalan Kaskas 2,
Taman Cheras,
56100 Kuala Lumpur | (Signed) |
| 7) | HAPPY MUSIC PUBLISHING SDN. BHD.
305, Jalan Mahkota,
Taman Maluri,
56100 Kuala Lumpur | (Signed) |
| 8) | PACIFIC MUSIC PUBLISHING SDN. BHD.
149, 1 st & 2 nd Floor,
Jalan Segambut,
51200 Kuala Lumpur | (Signed) |
| 9) | FREDERICK FERNANDEZ
20, Persiaran Bukit Tunku,
50480 Kuala Lumpur | (Signed) |

Names, Addresses and Description of Subscribers (cont'd)

- | | | |
|-----|--|----------|
| 10) | MICHAEL VEERAPEN
27, Lorong Setiabistari,
Damansara Heights,
50490 Kuala Lumpur | (Signed) |
| 11) | FAUZI MARZUKI
33, Jalan SG4/7,
Taman Sri Gombak,
68100 Batu Caves,
Selangor | (Signed) |
| 12) | ADNAN ABU HASSAN
22, Jalan Kemajuan,
Sect. 12/18,
46200 Petaling Jaya,
Selangor | (Signed) |
| 13) | OOI EOW JIN
No. 2, SS2/95,
47300 Petaling Jaya | (Signed) |
| 14) | KESUMA BOOTY BIN BOOTY JACOBS
4A, Lorong Yap Kwan Seng,
Off Jalan Yap Kwan Seng,
50400 Kuala Lumpur | (Signed) |
| 15) | HAMDAN BIN ATAN @ A. ALI
23, Jalan 4/50A,
Desa Gombak,
53100 Kuala Lumpur | (Signed) |
| 16) | JOHARI BIN SALLEH
No. 7, Changkat Tunku,
Bukit Tunku,
50480 Kuala Lumpur | (Signed) |

Witness to the signatures of Messrs. Frederick Fernandez, Michael Veerapen, Fauzi Marzuki, Adnan Abu Hassan, Ooi Eow Jin, Kesuma Booty bin Booty Jacobs, Hamdan bin Atan @ A. Ali and Johari bin Salleh:-

(Signed)
PATRICK CHEN YEE CHING
Advocate & Solicitor
59, Jalan 17/70A,
Sri Hartamas,
50480 Kuala Lumpur

Dated this 16th day of August 1989.

THE COMPANIES ACT, 1965

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

OF

MUSIC AUTHORS' COPYRIGHT PROTECTION (MACP) BHD.

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| 1. | (a) | In these Articles, unless there is something in the subject or context inconsistent therewith:- | Definitions |
| | (i) | "Association" means MACP, or otherwise known as the Music Authors' Copyright Protection (MACP) Bhd. | |
| | (ii) | "Affiliated Association" means any of the associations or societies in other countries, having objects similar to those of the Association, with which the Association is for the time being affiliated. | |
| | (iii) | "Associate Member" means a Member elected to associate membership pursuant to Article 5, and having the rights, privileges and obligations provided for Associate Members by these Articles. | |
| | (iv) | "Author" means an author, adapter or translator of any works which are or may be associated with any music. | |
| | (v) | "Ballet" means a choreographic work having a story, plot or abstract idea; devised or used for the purpose of interpretation by dancing and/or mining, but does not include country or folk dancing, nor tap dancing, nor precision dance sequences. | |
| | (vi) | "Board" means the Board of Directors for the time being of the Association; as constituted and authorised to act pursuant to these Articles. | |
| | (vii) | "CISAC" means The International Confederation of Societies of Authors and Composers whose headquarters are situated in Paris, the Republic of France. | |
| | (viii) | "Companies Act" or "Act" means the Companies Act 2016 of the Laws of Malaysia, as amended from time to time. | |
| | (ix) | "Composer" means a composer or arranger of any music. | |

- (x) "Director" means a member of the Board.
- (xi) "Distribution" means any distribution which may be made among the Members and Affiliated Associations out of the moneys received by the Association in respect of the exercise of the rights, licence or authority granted by them to the Association; and "distributed" and "distributable" have corresponding meanings.
- (xii) "Dramatico-musical work" means an opera, operetta, musical play, revue or pantomime, insofar as it consists of words and music written expressly therefor (but does not include a cinematograph film).
- (xiii) "Full Member" means a Member elected to full membership pursuant to Article 5, and having the rights, privileges and obligations provided for full Members by these Articles.
- (xiv) "Local Publisher" means a Publisher which is owned and controlled by Malaysian citizens or permanent residents and where it either administers:-
 - (a) at least 1,000 works which are written by Members who are Malaysian citizens; or
 - (b) at least 50% of its total works are written by Members who are Malaysian citizens.
- (xv) "Member" means and includes Full Member, Associate Member and Successor Member.
- (xvi) "Membership" means membership of the Association.
- (xvii) "Office" means the registered office for the time being of the Association.
- (xviii) "Person" includes a body of persons, corporate or unincorporate.
- (xix) "Proprietor" means a person other than a writer, publisher or successor who owns any right or interest which may be administered by the Association.
- (xx) "Publisher" means a publisher of any music or of any words which are or may be associated with any music.
- (xxa) "MACP Rules" include By-laws, Code of Conduct and any rules, procedures, guidelines and all revisions made from time to time by the Board to improve the governance of MACP.
- (xxi) "Seal" means the common seal of the Association.
- (xxii) "Secretary" means any person appointed to perform the duties of the Secretary of the Association.

- (xxiii) "Successor" means any person eligible for Membership under Article 4(c).
 - (xxiv) "Work" shall mean and include:-
 - (a) any musical work;
 - (b) any adaptation by way of transcription or arrangement of a musical work; and
 - (c) any song, lyric or other literary or dramatic work which has been written for the purpose of accompanying or being associated with any musical work and any translation thereof.
 - (xxv) "Writer" means a Composer or an Author.
 - (xxvi) Words importing the singular number include the plural Number, and vice versa.
 - (xxvii) Words importing the masculine gender include the feminine.
 - (xxviii) Words or expressions contained in these Articles shall bear the same meaning as in the Companies Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Association.
- (b) In these Articles expressions referring to writing shall be construed as including references to printing, lithography, photography, and other modes of representing or reproducing works in a visible form.
- (c) Any marginal notes which may be reproduced with these Articles do not form part of these Articles, and shall have no bearing on the interpretation thereof.

MEMBERSHIP

- 2. For the purpose of the Companies Act the number of Members is declared to be unlimited. Numbers unlimited
- 3. The Members of the Association are:- Who are Members
 - (a) all persons who are Members at the time these Articles become binding upon the Association; and
 - (b) any person who is admitted to membership pursuant to Article 5.
- 4. The following persons shall be eligible for admission to membership of the Association:- Eligibility for membership
 - (a) any Writer, Publisher or Proprietor;
 - (b) a person who owns or controls for Malaysia (together with any other countries, states or territories) any or all of the copyright in Works;
 - (c) any executor, administrator or trustee of the estate of a

deceased member, or a beneficiary in the estate of a deceased member, or widow, widower, child or next-of-kin of a deceased Member; and in the event of the deceased Member being a Muslim, the person entitled to be a successor Member will be determined in accordance with the Syariah Law.

- 4A. Every Member (whether such Member is an Associate Member or Full Member) is obligated to read, understand and shall be bound by the MACP Rules. Obligation of Members
5. (a) Any person who is eligible may apply to the Association for admission to membership. Such applications shall be made in writing, signed by the applicant, and shall be in such form as the Board shall from time to time prescribe. The Board may require an applicant to supply such evidence of eligibility as it considers reasonably necessary. Election and category of Members
- (b) Each application shall be considered by the Board or by any Committee and in such manner as the Board may from time to time direct. The Board shall have full and unrestricted power to refuse any application without assigning any reason for such refusal.
- (c) Notwithstanding any provisions herein, all persons qualified for admission under paragraphs (a), (b) and (c) of Article 4 shall be admitted as Associate Members.
- (d) Any person qualified under paragraph (a) of Article 4 shall be admitted as either a Writer Associate Member or a Publisher Associate Member or a Proprietary Associate Member as the case may be.
- (e) - Deleted.
- (f) Any person qualified under paragraph (c) of Article 4 shall be admitted as a Successor Associate Member.
- (g) The persons who become members by subscribing to these Articles when the Association is incorporated as provided under Article 3(a) shall be either a Writer Full Member or a Publisher Full Member, as the case may be.
- (h) Any person who has been admitted to membership or has become a Full Member shall have issued to him a certificate as to his membership in such form, and signed by such officer of the Association as the Board shall from time to time designate.
- (i) Subject to paragraphs (j) to (o) of this Article:-
- (i) Only a Writer Associate Member or a Publisher Associate Member is eligible to be a Full Member under the provisions hereof.
- (ii) A Proprietary Associate Member may apply to be converted to a Publisher Member if he proves to the satisfaction of the Board that he is or has become a publisher and the decision of the Board in such application shall be final and conclusive.
- (iii) A Writer or Publisher Associate Member shall automatically become a Full Member if the royalties received from the Association during the preceding year by him fulfil the qualifying criteria established

pursuant to paragraph (j).

- (iv) A Full Member shall automatically become an Associate Member if the royalties received from the Association during the preceding year by him do not fulfil the qualifying criteria established pursuant to paragraph (j).
- (j) The Board shall from time to time establish the criteria relating to the royalties received from the Association which a Member must fulfil on a non-discriminatory basis and according to the principle of equal treatment so as to qualify the Member to automatically become or to remain a Full Member and qualify him for any additional votes he be entitled pursuant to Article 31(c). Such qualifying criteria shall be approved by the Members in General Meeting.
- (k) As soon as practicable after any qualifying criteria have been established and approved pursuant to paragraph (j), the Board shall cause them to be notified to the Members in some suitable way; but the accidental omission by the Board to comply with this paragraph shall not invalidate the criteria nor any change in membership status made in accordance with the criteria.
- (l) As soon as practicable after the first day of January in each succeeding year the Secretary shall prepare and submit to the Association's auditors a list containing the name of each Member:-
 - (i) whose royalties received from the Association during the preceding year have fulfilled the criteria for full membership;
 - (ii) whose royalties received from the Association during the preceding year have not fulfilled the criteria for full membership;
 - (iii) the list prepared by the Secretary shall also contain the number of additional votes to which each Full Member is entitled having regard to the criteria set by the Board.
- (m) As soon as practicable after receipt of the list from the Secretary pursuant to paragraph (l) the auditors shall examine it and, after making such corrections as may be necessary, shall certify it as correct both as to the status of the Member and the amount of additional votes to which each Full Member on the list is entitled.
- (n) Each list prepared pursuant to paragraph (l) and certified by the auditors pursuant to paragraph (m) shall remain in force until the date when the next list is certified, and during each such period:-
 - (i) only those persons who are so prescribed in the list as Full Members shall be Full Members of the Association, and
 - (ii) the number of votes to which a Full Member is entitled on a poll shall be the number shown against his name

on the list.

- (o) As soon as the list has been certified by the auditors pursuant to paragraph (m) the Secretary shall notify each person on the list that he is, or is not, as the case may be, a Full Member; and each person who is a Full Member shall be informed of the number of votes which he is entitled on a poll.
 - (p) The Board may, in their discretion, terminate the membership of any Member whose name has not been included in the certified list of Full Members for five consecutive years.
6. (a) Save as hereinafter specifically provided an Associate member whether as a Writer, Publisher, Proprietary or Successor Associate Member shall have the same rights and privileges and be subject to the same obligations as a Full Member. Rights of Associate Members
- (b) An Associate Member shall be entitled to receive notice of, and attend, General Meetings, but shall not be entitled to vote. An Associate Member shall also be entitled to receive a copy of the Annual Report of the Association.
7. (a) Every Member shall, on election, or at any time thereafter if requested by the Association, assign or cause to be assigned to the Association all rights to his works, whether existing or future, to be administered on his behalf by the Association. Assignment of works
- (b) Every assignment to the Association pursuant to this Article shall be in such form as the Board may from time to time prescribe and shall operate for and during the period of the assignor's membership, subject to the provisions of Articles 10 and 11.
- (c) The rights to be administered by the Association on behalf of a Member shall be such rights as the Board shall, in its discretion, after consulting the Member, accept for administering on his behalf, and shall be set out in writing in a statement signed by the Member and by such officer of the Association as the Board shall from time to time designate.
- (d) Pending the assignment of rights to the Association pursuant to this Article, and in so far as such assignment may not extend, every Member by virtue of his election during the period of membership grants to the Association, subject to the provisions of Articles 10 and 11, in his name or in that of the Association but at the Association's sole charge and expense, the sole power and authority:-
- (i) to authorise or permit or forbid the exercise of the rights to be administered by the Association on behalf of the Member;
 - (ii) to grant licences on his behalf for the exercise of such rights;
 - (iii) to collect fees, subscriptions or monies whether for the authorised use of any of the Member's works, or by way of damages or compensation for the unauthorised use of such works;
 - (iv) to institute and prosecute proceedings against all persons infringing the said rights and, if the Association in its discretion thinks fit, to defend or

oppose any proceedings taken against any Member in respect of such rights, and to compound, compromise, refer to arbitration or submit to judgment in any such proceedings, and generally to represent the Member in all matters concerning the said rights;

- (v) to protect generally the said rights in the Member's works;
- (vi) to delegate authority to do any acts as aforesaid to any agent or representative in territories overseas, for the purpose of exercising the said rights in such territories; and
- (vii) to make available data of the Member's works to the public unless the Member specifically inform the Association not to do so.

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| 8. | No Member shall be at liberty to transfer his membership to any other person, or to alienate or exercise the rights to be administered by the Association on behalf of the Member. | Membership not transferable |
| 9. | No Member shall enter into any contract under which he shall or may be required, whether for valuable consideration or not, to write or compose any work for any non-member whether as employer or otherwise, without inserting in such contract an express provision reserving to such Member the rights to be administered by the Association on behalf of the Member. | Reservation of rights to favour Association |
| 9A. | Every member shall during his membership, as and when requested by the Association in writing so to do execute any further agreement, assignment, assurance, power of attorney or other authority or instrument in the form prescribed by Association as may from time to time be resolved by the Board or by Association in general meeting. | Execution of Further Agreement |
| 10. | <p>(a) On the death of the Member his membership shall cease and shall not be transmitted to any other person, but the rights (if any) already vested in the Association by the Member, or controlled by the Association by virtue of his membership shall remain so vested or controlled:-</p> <ul style="list-style-type: none"> (i) for a period ending either on the 31st day of December in the third year following the year in which the Member's death took place unless within that period an election of a Successor Associate Member as mentioned in paragraph (ii) hereinafter takes place; (ii) if a Successor shall be elected to associate membership during such period, then for so long as such Successor remains a Member. (iii) Any payment to which the Member would, if living, having been entitled in respect of any period prior to the election of such Successor shall be made to the Member's legal personal representative (and in the event of the deceased member being a Muslim, the legal personal representatives appointed by the Syariah Court) until a successor is elected, or until the end of such third year as aforesaid, whichever is the earlier date. Upon the election to membership of any Successor as aforesaid, any payment to which the Member would, if living, have been entitled in respect of any period subsequent to such election | Termination of membership by death |

shall be made to such Successor.

- (b) In the case of a Member, being a corporation or a firm, its membership shall cease, in the case of a corporation, in the event of and upon the liquidation of such corporation (other than voluntary liquidation for the purpose of reconstruction), and, in the case of a firm, in the event of and upon such firm ceasing to carry on a business. Upon such liquidation or cessation of business, the rights (if any) already vested in the Association by such corporation or firm, or controlled by the Association by virtue of the membership of such corporation or firm shall remain so vested or controlled for a period ending on the 31st day of December in the third year following the year in which the liquidation or cessation of business occurred. Any payment to which the corporation or firm would, if it had remained a Member, have been entitled in respect of such period shall be made to the person entitled for the time being to receive debts due to the corporation or firm. By liquidation
- (c) The membership of any Member shall ipso facto cease: - By expiry of copyright
- (i) Upon the expiration of the longest period for which copyright subsists by virtue of statute in any country with which Malaysia has a bilateral treaty relating to copyright or in any country which is a member of a multi-lateral treaty on copyright in which Malaysia is a member, in the works in respect of which such Member is entitled to participate in distributions, or
- (ii) in the case of any Member, being an executor or administrator, upon his having disposed of all interest and rights in all the works which may have vested in him as such executor or administrator.
- (d) If, in the opinion of the Board, a Member is inactive as specified by Article 5(p) or unsuitable to continue as a Member on the account of conduct prejudicial to the interests of the Association or guilty of such moral turpitude or illegal activities, the Board may give notice to such Member determining his membership at the expiration of twenty-one days from the date of such notice, and his membership shall cease accordingly. Such notice shall be in writing and shall be signed by the Secretary or other officer designated by the Board. Provided always that if, before the expiration of such notice from the Board, such Member shall in writing require the Board to submit the question of the continuance of his membership to the decision of the Association in Extraordinary General Meeting, he shall not cease to be a Member unless and until the Association in Extraordinary General Meeting shall have approved the action of the Board. If the Association in Extraordinary General Meeting shall approve the action of the Board, he shall cease to be a Member at the conclusion of such meeting. By expulsion
- (e) Any Member may, by giving not less than three months' written notice to the Association, terminate his Membership and the Membership shall cease: Termination of membership

- (i) at the end of the three months' notice; or
- (ii) on the 31st December of the year in which the notice expires; or
- (iii) such shorter period as determined by the Board; and
- (iv) the Member's rights pursuant to the termination shall be subject to any existing licensing agreements and related processing fees and/or costs that were in place prior to the termination of his Membership, until the expiry of the aforementioned licensing agreements.

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| 11. | If any proceedings have been instituted by or against the Association in respect of a Member's works, either in the name of the Association or of the Member, and such Member ceases to be a Member during the pendency of the proceedings, any rights the subject of such proceedings which have been vested in the Association by such Member, or are controlled by the Association by virtue of his membership, shall remain so vested or controlled until such proceedings are finally disposed of. | Pending proceedings - continuation of control of rights |
| 12. | A member may not terminate his membership until he has paid all debts owing to the Association. All rights, privileges and obligations of membership shall cease on the date of cessation of membership. In particular, but without prejudice to the generality of the foregoing, the Member concerned shall cease to have any claim upon the assets of the Association, and shall not be entitled to participate in any further distributions, save as to any payment to which he may be entitled in respect of any period prior to cessation of membership. | Cessation of membership - termination of rights, privileges, etc. |

GENERAL MEETINGS

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| 13. | In addition to any other meetings, an Annual General Meeting shall be held at least once in every calendar year, at such time and place as may be determined by the Board, but no more than fifteen months shall lapse between any two such Annual General Meetings. The Annual General Meeting shall be held at such time and place (or in the case of an electronic general meeting) as the Board shall appoint. | Annual General Meetings |
| 14. | All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. | Extraordinary General Meetings |
| 15. | The Board may convene an Extraordinary General Meeting of the Association whenever it deems fit. | Board may call Extraordinary General Meeting |
| 16. | The Board shall determine whether a General Meeting is to be held as a physical general meeting and/or electronic General Meeting. The Board shall, on the requisition of the Members representing not less than one-tenth of the voting rights of all the Members, at the date of the deposit of the requisition notice forthwith proceed to convene an Extraordinary General Meeting and in the case of such requisition the following provisions shall have effect:- | Members' requisitions of Extraordinary General Meetings |
| | (a) The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Office, and may consist of several documents in like form each signed by one or more requisitionists. | |

- (b) If the Board does not proceed to cause a meeting to be held within twenty-one days from the date of the requisition being so deposited, the requisitionists or any of them representing more than one half of the voting rights of all of them may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of the deposit.
- (c) In the case of a meeting at which a resolution is to be proposed as a Special Resolution the Board shall be deemed not to have duly convened the meeting if they do not give such notice as is required for Special Resolutions by the Companies Act.
- (d) Any meeting convened under this Article by the requisitionists shall be convened in the same manner as early as possible as that in which meetings are to be convened by the Board.

16A. The Board may resolve to enable Members to attend a General Meeting hosted on an electronic platform (such meeting being an electronic General Meeting) to do so by simultaneous attendance by electronic means with no Member necessarily in physical attendance at the electronic General Meeting. The Members or their proxies present shall be counted in the quorum for, and entitled to vote at, the General Meeting in question, and that meeting shall be duly constituted and its proceedings valid if the Chairman is satisfied that adequate facilities are available throughout the electronic General Meeting to ensure that Members attending the electronic General Meeting who are not present together at the same place may, by electronic means, attend and speak and vote and otherwise participate. Nothing in these Articles prevents a General Meeting being held both physically and electronically.

Electronic
General
Meeting

NOTICE OF GENERAL MEETINGS

17. An Annual General Meeting and a meeting called for the passing of a Special Resolution shall be called by twenty-one days' notice in writing at the least, and a meeting of the Association other than an Annual General Meeting or a meeting called for the passing of a special Resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business, and shall be given in the manner herein mentioned or in such other manner, if any, as may be prescribed by the Association in General Meeting, to such Members as are, under these Articles, entitled to receive such notices from the Association.
- Notice meeting of
18. Any number of Members entitled to be present and vote at a general meeting representing not less than one-twentieth of the total voting rights of all members or not less than twenty members having the right to vote at the meeting to which the resolution relates, may submit any resolution to any General Meeting, provided that at least for the prescribed time before the day appointed for the meeting such Members shall serve upon the Association a notice of intention in writing containing the proposed resolution, and declaring their intention to submit the same. The prescribed time abovementioned shall be not less than ten nor more than twenty-one intervening days between the date that the notice of intention is served and the day appointed for the meeting.
- Proceeding of
meetings

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| 19. | Upon receipt of any such notice pursuant to Article 18, the Secretary shall include in the notice of the meeting in any case where the notice of intention is received before the notice of the meeting is issued, and shall in any other case issue as quickly as possible to Members the notice of intention that certain resolution will be proposed. | Secretary to give notice of proposed resolution |
| 20. | The omission to give any such notice to or non-receipt of any such notice by any Member shall not invalidate the meeting or any resolution passed or proceedings at any such meeting. | Omission to give notice |

PROCEEDINGS AT GENERAL MEETINGS

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| 21. | All business shall be deemed special that is transacted at an Extraordinary General Meeting and also at an Annual General Meeting with the exception of the consideration of accounts and balance sheets, the reports of the Board and auditors, the fixing of remuneration of Directors, the election of Directors in the place of those retiring and the appointment of and the fixing of the remuneration of the auditors. | Special business |
| 22. | Twenty (20) Full Members present in person or by proxy shall be a quorum for a General Meeting and no business shall be transacted at any General Meeting unless the quorum requisite is present at the commencement of the business. A corporation being a Member shall be deemed to be personally present if it is represented in accordance with the provision of Article 34. | Quorum |
| 23. | If within half an hour from the time appointed for the meeting a quorum is not present, the Meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the week next, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present who are entitled to vote shall be a quorum. | If quorum not present |
| 24. | The Chairman of the Board shall preside as Chairman at every General Meeting, but if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the Members present who are entitled to vote shall choose a Director, or if no Director be present, or if all the Directors present decline to take the chair one of themselves to be Chairman of the meeting. | Chairman |
| 25. | The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of any original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. | Power to adjourn |
| 26. | At every General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands by the Members present in person and entitled to vote, unless before or upon the declaration of the result of the show of hands a poll be demanded:- | How matters to be decided |

- (i) by the Chairman of the Meeting, or
 - (ii) by at least five Full Members present in person or by proxy; or
 - (iii) by any Full Member or Full Members present in person or by proxy representing not less than one-tenth of the total voting rights of all full Members having the right to vote at the Meeting.
27. Unless a poll be so demanded, a declaration by the Chairman of the meeting that a resolution has been carried, or has been carried by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the book of the proceedings of the Association shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.
28. If a poll is duly demanded it shall be taken in such manner as the Chairman of the meeting directs, and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A poll may be withdrawn by the proposers of the poll. No poll shall be demanded on the election of a Chairman of a meeting or on a question of adjournment.
29. In case of any equality of votes, whether on show of hands (in a physical General Meeting or an electronic General Meeting) or on a poll (in either a physical General Meeting or an electronic General Meeting), the Chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote. In the event of equality of votes
30. If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the results of voting unless it be pointed out at the same meeting, or at any adjournment thereof, and unless in the opinion of the Chairman at the meeting or at any adjournment thereof as the case may be, it shall be of sufficient importance to vitiate the result of the voting. Error in the counting of votes

VOTES OF MEMBERS

31. (a) At any General Meeting only Full Members shall be entitled to vote. Full Members only entitled to vote
- (b) On a vote by show of hands every Full Member shall have one vote. No such Member shall be entitled to vote unless he is present in person or in the case of a corporation a duly authorised representative is present in person. Votes on show of hands to be given personally
- (c) On a poll each Full Member shall be entitled to one vote, and to one additional vote for each complete unit of royalties received by the Member during the preceding year, the criterion of a complete unit of royalties being set and amended from time to time by the Board and in each instance approved by the Members in a General Meeting. Provided always that no Full Member shall be entitled to exercise more than 10% of the total votes of all Full Members. No. of votes each Full Member entitled

- (d) (i) If the total number of total Publisher Members' votes determined in accordance with (c) above shall exceed the total number of Writer Members' votes so determined, then the number of votes available to each Publisher Member entitled to vote shall be reduced by multiplying that number by the fraction of which the total of the Writer Members' votes is the numerator and the total of the Publisher Members' votes is the denominator. Equality of Writers' and total Publishers' votes
- (ii) If the total number of Writer Members' votes determined in accordance with (c) above shall exceed the total number of Publisher Members' votes so determined, then the number of votes available to each Writer Member entitled to vote shall be reduced by multiplying that number by the fraction of which the total Publisher Members' votes is the numerator and the total Writer Members' votes is the denominator.
- (e) If any Publisher Member is related to another Publisher Member or its rights in Works are controlled by another Publisher Member, then for the purpose of determining voting entitlements pursuant to (c) and (d) above, the earnings of all such related Publishers Members shall be aggregated. The total number of votes so available shall then constitute the voting entitlement of that one of the related Publisher Member which has the highest member's earnings, and each of the other related Publisher Members shall have only one vote each.
- (f) If any Publisher Member is or becomes related to another Publisher Member or its rights in Works are controlled by another Publisher Member, it shall so notify the Secretary in writing within 21 days at the date of adoption of this Article or within 21 days of the date of formation of the relationship. In the event that no member of a group of related Publisher Members has given notice as required, then each member of that group shall have only one vote each at any meeting held before a correct notice is duly given, provided that failure to enforce this restriction shall not invalidate that vote.
- (g) For the purpose of altering this Article the necessary special resolution shall be passed by a majority containing not less than three-fourths of the votes cast by the Members voting who are Writers and not less than three-fourths of the votes cast by the Members voting who are Publishers.
32. Save as herein expressly provided, no person other than a Member duly registered and who shall have paid everything for the time being due from him and payable to the Association shall be entitled to be present or to vote on any question either personally or by proxy at any General Meeting. Members only entitled to vote if duly registered
33. On a poll, votes may be given either personally or by proxy, but a proxy can only represent a maximum of three (3) Full Members at any one meeting. Only another Full Member who is a Writer shall be eligible for appointment as a proxy by a Full Member who is also a Writer. Only another Full Member who is a Publisher shall be eligible for appointment as a proxy by a Full Member who is a Publisher. Votes or poll to be given by proxy or personally

34. Any corporation or firm which is a Member may, by resolution of its Directors, authorise any officer of such corporation or firm to act as representative at any meetings of the Association, and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he were an individual Member. Corporation or firm may attend by representative
35. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation, either under seal, or under the hand of an officer thereof duly authorised; or if the appointer is a firm, under the hand of a partner in the firm or their attorney duly authorised. No person shall act as a proxy unless he is entitled on his own behalf to be present and vote at the meeting at which he acts as a proxy, or he is an authorised representative of a corporation or firm under Article 34 hereof and the said corporation or firm is a Full Member and is entitled to be present and vote at the meeting at which he acts as a proxy. The provision of Section 334(2) of the Companies Act 2016 shall not apply to the Company. Instrument of proxy to be in writing.
36. An instrument appointing a proxy may be in the following form or any other form which the Board shall approve:- Form of proxy
- I, _____ of _____ being a Full Member of the abovenamed Association, hereby appoint _____ of _____ or failing him, _____ of _____ or failing him, _____ of _____ as my proxy, to vote for me and on my behalf, at the Annual (or Extraordinary as the case may be) General Meeting of the Association to be held on the _____ day of _____ and at any adjournment thereof.
- As witness by my hand this _____ day of _____
- Signed by the said _____ in the presence of:-
37. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no notice in writing of the death or insanity, or revocation as aforesaid shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used. When vote by proxy valid though authority revoked
38. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the Office or at such other place within Malaysia as is specified for that purpose in the notice convening the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than forty-eight hours before the time appointed for taking the poll and in default the instrument of proxy shall not be treated as valid. Authority to sign instrument of proxy to be deposited with Association

THE BOARD

39. (a) The Board shall consist of twelve (12) Directors elected in accordance with this Article by the Members in General Meeting, of whom:- Composition of Board.

- (i) six (6) Directors shall be Writer Full Members, elected by Writer Full Members and;
- (ii) six (6) Directors shall be Publisher Full Members which shall be corporations elected by Publisher Full Members and shall include at least two (2) Local Publishers, elected by Publisher Full Members who are Local Publishers

(hereinafter referred to as "**elected Directors**").

At least one of the six (6) Writer Directors to be elected under paragraph (a)(i) shall be a Writer Full Member from East Malaysia and based in East Malaysia during the tenure of his/her directorship of the Association. In the event there are no candidates named as Nominate Candidates, and there are no Writer Directors from and based in East Malaysia, then the Writer Full Members shall be allowed, for the purposes of filling such vacancy, to elect a person, who is not from nor based in East Malaysia, as a Writer Director, provided that such person is eligible to be a Writer Director by satisfying all the other relevant requirements set out in Article 39. For the purposes of this paragraph, "East Malaysia" means Sabah and Sarawak, and "Nominate Candidates" means persons who are nominated to be elected as a Writer Director.

- (b) The first eight (8) Directors shall be

- (i) Frederick Fernandez
- (ii) Michael Veerapan
- (iii) Fauzi Marzuki
- (iv) Adnan Abu Hassan
- (v) Khoo Suat Peng
- (vi) Rick Loh
- (vii) Gunther Zitta
- (viii) Eric Yeo

- (c) Notwithstanding anything to the contrary herein contained the first eight (8) Directors referred to in paragraph (b) above shall be empowered to hold office as Directors and to conduct and manage the business and operations of the Association for and during the first fifteen (15) months from the date of incorporation of the Association without being subject to retrenchment during such aforesaid period.

Election of
Publisher

- (d) A person shall only be eligible for election as a Director under paragraph (a) if he is either a Full Member or in the event of Full Members which are corporations or firms, the person is an authorized representative of the corporation or firm as provided under Article 34. In the event such Director ceases to be an officer, representative or agent of the corporation or firm which nominated him or if such corporation or firm ceases to be a Full Member or if such Director ceases to be in the employment of the corporation or firm which nominated him but immediately thereupon enters the employment of another Full Member publisher, then his office as a Director shall forthwith become vacant.

- (e) Each Director elected under paragraph (a) shall serve a period of two (2) years from the date of the Annual General Meeting

at which the Director was elected until the second Annual General Meeting thereafter. He shall be eligible for re-election.

- (f) No person shall be eligible for election under paragraph (a) if the Board deems him unsuitable for the position in view of his conflict of interest in the operations of the Association.
- (g) No elected Directors shall be permitted to hold any directorship, employment, office or consultancy position in any similar organisations or corporations that are in competition or may have a potential conflict of interest with the Association.
40. Subject to Article 39, the Directors who are Writer Directors and the Directors who are Publisher Directors shall respectively have the power to appoint a Writer Full Member or a Publisher Full Member to fill any casual vacancy occurring among the elected Directors by appointing any person eligible for such appointment and any Director so appointed shall hold office until the next Annual General Meeting following his appointment whereupon he shall retire but shall be eligible for re-election. Casual vacancy
41. (a) The Board may appoint a President of the Association who may be either a Member or, not being a Member, is a person who is a distinguished citizen of Malaysia for such period and on such terms as the Board deems fit. President
- (b) The Board shall appoint a Chairman from persons who are Directors of the Board. The office of the Chairman shall carry with it such compensation as the Board may fix from time to time. Chairman
42. The President shall be entitled to receive notice of, attend, and participate in all General Meetings and of the Board and of any committees of the Board, but unless he is a Full Member, shall not be entitled to vote at General Meetings or at meetings of the Board.
43. No person not being a retiring Director shall, unless recommended by the Board for appointment, be eligible for election to the office of Director at any General Meeting unless, not less than ten nor more than twenty-one days before the date appointed for the meeting, there shall have been left at the Office a notice in writing signed by a Full Member, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected. Notice of nomination of candidates for election as directors
44. The Association may by ordinary resolution, remove the President or any elected Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Association and such person. Removal of director
45. The office of Director shall become vacant if the Director:- When office of director to be vacated
- (a) ceases to be a Director by virtue of the Companies Act;
 - (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - (c) becomes or is prohibited from being a Director by reason of any order made under the Companies Act;
 - (d) becomes of unsound mind or liable to be dealt with in any way under the law relating to mental disorder;
 - (e) resigns his office by notice in writing to the Association

- (f) for more than six months is absent without permission of the Board from meetings of the Board held during that period and his alternate Director (if any) shall not during such period have attended in his stead;
 - (g) has been removed by the Association pursuant to Article 44 hereof;
 - (h) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his interest in the manner required by the Companies Act;
 - (i) ceases to be qualified as required under Article 39(d) and 39(f); or
 - (j) fails to attend three (3) board meetings consecutively.
46. A Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Association shall declare the nature of his interest at a meeting of the Board in accordance with statutory provisions in the Companies Act. Director to declare interest if any
47. A Director notwithstanding his interest will for the purpose of determining the sufficiency of quorum be counted at any meeting whereat he is appointed to hold any office or he is interested in any contract with the Association, but he shall not vote on such resolution. Director included in quorum but not to vote
48. Any Director may at any time and from time to time appoint any other Director or appoint any other person approved by a majority of the Directors for the time being to be his alternate, and may at any time remove any alternate Director appointed by him and (subject to such approval as aforesaid) appoint another in his place. An alternate Director shall not be entitled to receive any remuneration from the Association for his attendance at Board Meetings but shall be entitled (subject to his giving to the Association an address within Malaysia at which notices may be served on him) to receive notice of meetings of the Directors and to attend and vote as a Director at any such meeting at which the Director at any such meeting at which the Director appointing him is not present, and generally to exercise all the powers, rights, duties and authorities of the Director appointing him. An alternate Director may be removed from office by a resolution of the Directors, and he shall not be entitled to vote on such resolution and he shall, ipso facto, cease to be alternate Director if his appointer ceases for any reason to be a Director. Every person acting as an alternate Director shall be an officer of the Association and shall alone be responsible to the Association for his own acts and defaults and he shall not be deemed to be the agent of or for the Director appointing him. All appointments and removals of alternate Directors made by any Director in pursuance of this Article, shall be in writing under the hand of the Director making the same and shall be sent to or left at the Office. Alternate director
49. The President and each Director (except alternate Director) shall be entitled to receive for each meeting of the Board or of any committee of the Board or any meeting called upon by the Association, which he attends a sum as the Association may from time to time determine in General Meeting. Directors' remuneration and expenses

POWERS AND DUTIES OF THE BOARD

50. The business and operations of the Association shall be conducted and managed by the Board, who may exercise all such powers of the Association as are not, by the Companies Act, or by these Articles required to be exercised by the Association in General Meeting, subject, nevertheless, to the provisions of the Companies Act or of General powers vested in the Board

these Articles.

51. Without prejudice to the general powers conferred by the last preceding Article, and the other powers conferred by these Articles, it is hereby expressly declared that the Board shall have the following powers, that is to say, the power:-

Certain specific powers

- (a) from time to time to appoint any person as General Manager and/or other officer of the Association for such term and at such remuneration as it deems fit and (subject to any contract entered into between the Association and such General Manager and/or other officer) from time to time to remove him and appoint some other person as General Manager and/or other officer in his place;
- (b) to delegate to a General Manager and/or other officer all such of its administrative powers as aforesaid as it may deem necessary for the full and proper administration of the affairs of the Association;
- (c) to borrow money and to mortgage or charge the undertaking and property of the Association or any part thereof and to issue debentures, as security for any debt, liability or obligation of the Association or any, third party;
- (d) to determine who shall be entitled to sign on the Association's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents;
- (e) to provide for the establishment and conduct of any branch office in any part of the world for the transaction and management of the business of the Association; and
- (f) from time to time to appoint any corporation, firm, persons or body of persons to be the attorney or attorneys of the Association in any part of the world for such purposes and with such powers, authorities and discretions and subject to such conditions as may be thought fit.

51A. The Board shall act collectively, in the best interest of the Association and the responsibilities of the Board shall include but not limited to the following:-

Corporate Governance

- (a) manage the affairs and support long term success of the Association;
- (b) review, approve and adopt a strategic plan for the Association to ensure the Association continues to be able to achieve its objectives in the most effective manner;
- (c) oversee General Manager's implementation of the Association's strategic plans and review its performance;
- (d) promote, together with General Manager, a sound corporate culture within the Association which reinforces ethical, prudent and professional behaviour;
- (e) plan for the effective succession of the Board and General Manager;

- (f) oversee the development and implementation of an open and transparent member communication policy for the Association; and
- (g) oversee the implementation of the Association’s governance framework, and periodically review whether the framework remains appropriate.

PROCEEDINGS OF THE BOARD AND COMMITTEE

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| 52. | The Board may meet (either in physical or electronic) together at any place for the dispatch of business, adjourn, or otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be decided by majority of votes. In the event of an equality of votes, the Chairman of the Board shall have a second or casting vote. | Meeting of directors and new questions to be decided |
| 53. | No business shall be transacted at any meeting of the Board unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be six (6) Directors present personally or by his alternate; of which three (3) must be Writer Full Members and three (3) must be Publisher Full Members. | Quorum |
| 54. | Unless waived by a majority of the Board, the Chairman of the Board may, or on the request of two Directors, the Secretary shall, at any time summon a meeting of the Board by giving at least five days’ notice served upon members of the Board. | Meetings |
| 55. | The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by these Articles as the necessary quorum of the Board, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or summon a General Meeting but not for other purpose. | Continuing Directors may act |
| 56. | The Board may delegate any of its powers to committees consisting of such Director or Directors of the Board or any Full Member as it thinks fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board. | Powers to delegate to committees |
| 57. | A committee may elect a chairman of its meetings. If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the committee members present may choose one of their number to be chairman of the meeting. | Chairman of committees |
| 58. | A committee may meet and adjourn as it thinks proper. For all purposes the quorum shall be half or more of the committee members. Questions arising at any meeting shall be determined by a majority of votes of the committee members present, and in case of an equality of votes the chairman of the meeting shall have a second or casting vote. | Questions how determined |
| 59. | All acts done by any meeting of the Board or of a committee of the Board, or by any person acting as Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director. | Validity of acts notwithstanding defective appointment |
| 60. | A resolution in writing, signed by all the Directors for the time being | Resolution |

entitled to receive notice of a meeting of the Board or of any Committee of the Board shall as valid and effectual as a resolution duly passed at a meeting of the Board duly convened and held, notwithstanding that such signing may take place at different times or places. Any such resolution may consist of several documents in the like form (including any form of electronic communication), each signed by one or more Directors.

MINUTES

61. (a) The Board shall cause Minutes to be duly entered in books provided for that purpose:- Minutes
- (i) of all appointment of officers made by the Board;
 - (ii) of the names of the Directors present at each meeting of the Directors and of any committees thereof;
 - (iii) of all orders made by the Board and of any committees thereof;
 - (iv) of all resolutions and proceedings of General Meetings and of meetings of the Board or any committees thereof.
- (b) The books containing the minutes of the Board and of General Meetings shall be kept at the Office and shall be open to the inspection of Full Members between the hours of 2 p.m. and 5 p.m. on each business day.
- (c) Any such minutes of any meeting of the Board or committees thereof or of the Association, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such minutes.

THE SEAL

62. (a) The Board shall provide for the safe custody of the Seal, and the Seal shall not be affixed to any instrument except by the authority of a resolution of the Board and in the presence of at least one Director and the Secretary who both shall sign every such instrument. The seal
- (b) The Association may exercise all powers conferred by Section 35(8) or such statutory provisions as are applicable for the time being of the Act as relating to the use of the Seal. Seal for use abroad

THE SECRETARY

63. The Secretary shall be appointed by the Board for such term and at such remuneration and upon such conditions as it may think fit and any Secretary so appointed may be so removed. The Board may from time to time appoint an Assistant Secretary for such term and upon such conditions as the Board deems fit. Assistant or Deputy Secretary

64. Anything required or authorised by these Articles or the Companies Act to be done by or to the Secretary may, if the office is vacant or there is for any other reason the Secretary is incapable of acting, be done by or to any Assistant Secretary or, if there is no Assistant Secretary capable of acting, by or to any officer of the Association authorised generally or specially on that behalf by the Board; provided that any provision of these Articles or the Companies Act requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same.
- Assistant or
Deputy
Secretary

SUBSCRIPTION

65. Members shall pay to the Association such subscriptions as are proposed by the Board and are approved by the Association in General Meeting.

ALLOCATION OF MONIES

66. (a) All monies received by the Association in respect of the rights, licences or authorities granted by Members and Affiliated Associations shall be applied first to payment of all expenses of and incidental to the management and operation of the Association, and then, subject to Article 68, shall be allocated and distributed amongst the Members and Affiliated Associations in accordance with a scheme of distribution to be fixed from time to time by the Board.
- Order of
Association
application
licences of
receipts
- (b) Any scheme of distribution fixed by the Board shall comply with the terms and conditions of any agreement in force from time to time between the Association and any Member or Affiliated Association.
- Board to
observe by
agreements
- (c) The Board shall fix the times for distribution of monies allotted to Members.
- Time of
distribution
Certification of
receipts
- (d) The declaration of the Board supported by the certificate of the Auditors as to the amount of the monies received by the Association shall be conclusive.
- Interim
allocation
and/or
distribution
- (e) The Board may from time to time make to Members such interim allocations and/or distributions as in its judgement the position of the Association justifies.
- Past Members
- (f) For the purposes of this Article only, the word "Member" shall be deemed to extend to and include a past Member in respect only of such portion of his rights as are still vested in or controlled by the Association pursuant to Articles 10 and 11.
67. Allocations and distributions when made by the Board shall be final and binding except that the Board shall be at liberty to consider and if thought fit to admit any claims made by any interested persons within two years of the date of the allocation or distribution concerned.
- Allocations and
distribution
final and
binding
68. The Board may before making any allocation and/or distribution among the Members and Affiliated Associations:-
- Special
provisions
- (a) apply out of the receipts such sums as it thinks proper or has

agreed to contribute towards:-

- (i) any superannuation, benevolent, pension or similar fund which has been or may be established for the benefit of Members or ex-Members, employees or ex-employees of the Association;
 - (ii) or the spouses, surviving spouses, children or other dependents of such persons;
 - (iii) any foundation, trust, or similar fund which has been established for the purpose of promoting the use and recognition of Malaysian or Asian music.
- (b) set aside, out of the receipts of the Association, such sums not exceeding five per centum of the receipts of the Association for the preceding financial year as it thinks proper as a reserve fund to meet contingencies, or for special allocations or for repairing, improving and maintaining any of the property of the Association, or for such other purposes as the Board shall in its absolute discretion think conducive to the interests of the Association; and to invest the several sums so set aside upon such investments as it may think fit and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Association and to divide the reserve fund into such special funds as it thinks fit with full power to employ the assets constituting the reserve fund in the business of the Association and that without being bound to keep the same separate from the other assets.

ACCOUNTS

69. The Directors shall cause true and proper accounts to be kept in books provided for such purpose:-
- Accounts to be kept
- (a) of all sums of money received and expended by the Association, and the matters in respect of which such receipt and expenditure takes place; and
 - (b) of the assets and liabilities of the Association.
70. The books of accounts shall be kept at the Office or at such other place or places in Malaysia as the Board shall think fit. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Association shall be open to the inspection of Members and non-Member (not being a Director) shall have any right of inspecting any account or book or document by the Association except as conferred by the Companies Act or authorised by the Board or by a resolution of the Association in General Meeting.
- Books to be kept at Office

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| 71. | The Board shall at some date not later than eighteen months after the date of incorporation of the Association and subsequently once at least in every calendar year at intervals of not more than fifteen months cause to be prepared and to be laid before the Association at its Annual General Meeting a profit and loss account and a balance sheet for the period and such other reports since the preceding Annual General Meeting (or in the case of the first account and balance sheet, since the date of incorporation of the Association) made up to a date not more than six months before the date of the meeting. | Profit and loss account |
| 72. | A balance sheet shall be made out in every year and laid before the Association in General Meeting, made up to date not more than six months before such meeting, and shall contain a general summary of the assets and liabilities of the Association arranged under suitable heads. | Balance sheet and report |
| 73. | A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Association in General Meeting together with a copy of the Auditors' report shall not less be than twenty-one clear days before the date of the Annual General Meeting, be sent to all persons entitled to receive notices of General Meetings. Provided that this Article shall not require a copy of the documents to be sent to any person whose address the Association is not aware of or is no longer valid and or whose address is not within Malaysia. | Copy of balance sheet to be sent to persons entitled |

AUDIT

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| 74. | Once at least in every year the accounts of the Association shall be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more Auditor or Auditors. | Annual audits |
| 75. | The appointment and duties of such Auditor or Auditors shall be in accordance with the provisions of the Companies Act, or any other statute which may be in force in relation to such matters. | Appointment of Auditors |
| 76. | If any casual vacancy occurs in the office of Auditor, the Board may fill up the same, but while any such vacancy continues the surviving or continuing Auditor or Auditors, if any, may act. | Casual vacancy |
| 77. | Every account of the Association when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the account shall forthwith be corrected, and thenceforth shall be conclusive. | Audited accounts to be conclusive |

NOTICES

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| 78. | A notice or other document may be served by the Association upon a Member, either personally, or by sending it through the post in a prepaid letter, envelope or wrapper, or by cable, or by electronic means, addressed to such Member at his address as appearing in the Register. | How notices and documents to be served |
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| 79. | Any Member described in the Register by an address not within Malaysia who shall from time to time give the Association an address within Malaysia at which notices to which he would be entitled under these Articles may be served upon him. Any Member who has not supplied to the Association an address within Malaysia for the service of notices shall not be entitled to receive any such notices from the Association. | Address
service | for |
| 80. | As regards Members who have no registered address or no registered address within Malaysia, a notice posted up in the Office shall be deemed to be duly served on them at the expiration of twenty-four hours after it is so posted up. | Where
address | no |
| 81. | Any document other than a notice requiring to be served on a Member, may be served in like manner as a notice may be given to him under these documents may be written or printed. | Service
documents | of |
| 82. | Any summons, notice, order or other document required to be sent or served upon the Association or upon any officer of the Association may be sent or served by leaving the same or sending it through the post in a prepaid letter, envelope or wrapper or by cable, addressed to the Association or to such officer at the office. | Service
Association | on |
| 83. | Any notice or other document, if served or sent by post, shall be deemed to have been served or delivered at the time when the letter containing the same is put into the post, and in proving such service or sending it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post office as prepaid letter and where service was done by electronic means, the service shall be taken to be effected by properly addressing and sending the notice to the electronic address. | When
effected | service |

WINDING UP

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|-----|--|--------------------------------------|----------|
| 84. | The Association may wind up by a resolution passed by a majority of Members holding not less than ninety per cent of the voting rights present and voting at a General Meeting of which not less than two months written notice specifying the intention to propose the winding up has been duly given to all persons as are under these presents or under the Act entitled to receive such notice from the Association. When the Association is wound up, whether voluntary or otherwise, the assets of the Association shall after deduction of all liabilities be distributed to persons who are Members at the date of such winding up in the proportions in which such Members received distributions from the Association in respect of the year ending on the 31st day of December immediately prior to such winding up; and the rights (if any) vested in the Association by any Member, or controlled by the Association by virtue of his membership, shall revert to such Member or his personal representative. | Distribution
assets
winding up | of
in |
|-----|--|--------------------------------------|----------|

INDEMNITY

85. Every Director, Secretary, General Manager or other officer of the Association shall be entitled to be indemnified out of the assets of the Association against all losses or liabilities (including any such liability as is mentioned in the Companies Act), which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no such Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Association in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the Companies Act.
- Indemnity of officers

CONFIDENTIALITY

86. Every Director, Manager, Secretary, member of committee or other officer employed or engaged in the business of the Association and thereby having access to records, accounts, transactions or other information relating to the affairs of the Association, or of any member or other person whom the Association has transacted business, shall sign a declaration himself not to reveal, other than to the Board or management, and not to use for his own business or private purposes or professional advantage, any of the information relating to such matters which may thereby come to his knowledge except when required so to do by the Board or by a General Meeting or under a duty imposed by any statute or court of law.
- Confidentiality

Names, Addresses and Description of Subscribers

CBS SONGS (M) SDN. BHD. (Signed)
97, Jalan 9, Taman Maluri
Cheras,
55100 Kuala Lumpur

PUSTAKA MUZIK EMI (M) SDN. BHD. (Signed)
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Komplek Batu, Batu 3,
Jalan Ipoh,
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Box #18, Jalan P Ramlee,
50250 Kuala Lumpur

GOODSOUND SDN. BHD. (Signed)
66-68, Jalan Raja Chulan,
50250 Kuala Lumpur

POLYGRAM RECORDS SDN. BHD. (Signed)
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55100 Kuala Lumpur

SUWAH PUBLISHING SDN. BHD. (Signed)
42, Jalan Kaskas 2,
Taman Cheras,
56100 Kuala Lumpur

HAPPY MUSIC PUBLISHING SDN. BHD. (Signed)
305, Jalan Mahkota,
Taman Maluri,
56100 Kuala Lumpur

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Names, Addresses and Description of Subscribers (cont'd)

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Selangor

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Selangor

OOI EOW JIN (Signed)
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4A, Lorong Yap Kwan Seng,
Off Jalan Yap Kwan Seng,
50400 Kuala Lumpur

HAMDAN BIN ATAN @ A. ALI (Signed)
22, Jalan 4/50A,
Desa Gombak,
53100 Kuala Lumpur

JOHARI BIN SALLEH (Signed)
No. 7, Changkat Tunku,
Bukit Tunku,
50480 Kuala Lumpur

Witness to the signatures of Messrs. Frederick Fernandez, Michael Veerapen, Fauzi Marzuki, Adnan Abu Hassan, Ooi Eow Jin, Kesuma Booty bin Booty Jacobs, Hamdan bin Atan @ A. Ali and Johari bin Salleh:-

(Signed)
PATRICK CHEN YEE CHING
Advocate & Solicitor
59 Jalan 17/70A,
Sri Hartamas,
50480 Kuala Lumpur

Dated this 16th day of August 1989.