

## LICENCE AGREEMENT

### 1 SCOPE OF AGREEMENT

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

### 2 CALCULATION OF LICENCE FEES

- 2.1 The Applicant agrees to pay MACP the amount calculated in accordance with the formula specified in the overleaf.
- 2.2 In the event that the Applicant fails to supply to MACP the information required in clause 4.1 below, MACP is entitled to unilaterally assess a reasonable licence fees payable under the Agreement using any source.

### 3 PAYMENT OF LICENCE FEES

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

### 4 SUPPLY OF INFORMATION

- 4.1 The Applicant agrees to submit a copy of the invoice(s) or quotation(s) from the relevant supplier(s) for the purpose of verification of the total expenditure on provision of music declared or any other document as requested by MACP upon submission of the application.
- 4.2 Within 30 days from the end of the Event, the Applicant must supply to MACP, on the Programme Return Form obtainable free from MACP's office at the overleaf address or MACP's website at [www.macp.com.my](http://www.macp.com.my), a list of all the music and songs performed at the Event with name of singer, author, composer, publisher of each such composition performed during the Event.

### 5 BREACH OF AGREEMENT

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

### 6 TERMINATION

- 6.1 MACP is entitled to immediately terminate the Agreement by notice to the Applicant if the Applicant:
- (a) fails to pay the sum due under the Agreement within the time stipulated;
  - (b) breaches any other terms of the Agreement and fails to remedy the breach within 7 days after being requested in writing to do so by MACP;
  - (c) being a corporation, goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administrator; or
  - (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.
- 6.2 Any termination by the Applicant due to cancellation or postponement of the Event shall be given by notice in writing to MACP before the due date for payment as specified on the invoice or 2 working days before the Event, whichever is earlier.

### 7 RIGHT OF ENTRY

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

### 8 NO ASSIGNMENT

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

### 9 AUDIT OR EXAMINATION

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

### 10 NOTICES

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

### 11 LAW AND JURISDICTION

- 11.1 The Agreement shall be interpreted and construed in accordance with the laws of Malaysia.
- 11.2 All disputes of the Agreement shall be determined by the Courts of Malaysia and the parties hereto shall submit themselves to the jurisdiction thereof.

### 12 GOVERNMENT DUTIES, TAXES AND LEGAL CHARGES

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

#### SIGNED AS AGREED

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

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

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

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

# MACP

Music Authors' Copyright Protection (MACP) Berhad  
(186403-X)



## Permit Licence

After completion, kindly return to MACP at

#### KUALA LUMPUR OFFICE

No. 6-3, Jalan 3/114, Kuchai Business Centre, Jalan Kuchai Lama,  
58200 Kuala Lumpur. Tel: 03-7984 5089 Fax: 03-7984 5090/7980 5340  
Email: [macp@streamyx.com](mailto:macp@streamyx.com)

#### PENANG OFFICE

Lot 232 1st Floor, Wisma Central, 41 Macalister Road, 10400 Penang.  
Tel/Fax: 04-226 2943

#### JOHOR BAHRU OFFICE

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

#### SARAWAK OFFICE

Lot 1100, 1st Floor, Jalan Permaisuri, 98000 Miri, Sarawak.  
Tel: 085-419 735 Fax: 085-418 734