

TERMS & CONDITIONS OF LICENCE AGREEMENT

1 By the Application, the Applicant makes a contractual offer to MRM to be granted a non-exclusive licence to do the following act/s in Malaysia ("Licence") solely for the purpose of and during the Event and to pay the Licence Fees invoiced by MRM:

- (a) to perform and/or cause to be performed in public, the musical works (but not the "Excluded Works" below) and/or music recordings that are within the repertoire of MRM's members (together called "Works"); and
- (b) if the commercial rental Licence Fees are paid, to commercially rent the Works

Excluded Works means all of the following:

- (i) dramatico-musical works in their entirety
 - (ii) excerpts or parts from any dramatico-musical works and music written expressly thereof, if accompanied by dramatic action, dumb show, costume, scenic accessories or other visual representation of the same dramatic-musical work
 - (iii) oratorios and/or large choral works, i.e., those of a duration more than 20 minutes, in their entirety
 - (iv) the whole or any part of any music and of any words associated therewith composed or used for a ballet if accompanied by a visual representation of such ballet or part thereof
 - (v) any musical work specially written for a son-et-lumière production when performed in or in conjunction with that production
 - (vi) any music and associated words so as to burlesque or parody the work; and
 - (vii) any musical work with new or substituted lyrics or any lyrics which have been notified by MRM as prohibited
- 2 MRM may, as it thinks fit, accept the Applicant's offer subject to the following terms and conditions and such acceptance is made by MRM issuing invoice for the Licence Fees

The Applicant's Warranties

(a) The Applicant warrants that:

- (i) only true and accurate information and details are provided in this Application Form.
- (ii) it shall give such information to enable MRM to determine and/or verify the Licence Fees payable and/or to check the particulars submitted by the Applicant. It shall promptly notify MRM in writing of any change in the information submitted to MRM including any change that may increase the amount of Licence Fees payable
- (iii) It shall supply to MRM within 30 days from the end of the Event, on the Musical Works Usage Report Form (Concert) obtainable for free from MRM's website, a list of all the musical works performed at the Event with the names of singers, composers, lyricists and publishers of each such musical work performed during the Event
- (iv) it shall fully pay the initial deposit for the Licence Fees ("Initial Deposit") within the time specified in MRM's invoice or within two (2) working days before the Event, whichever is earlier ("Due Date") and to pay any balance Licence Fees not covered by the Initial Deposit within seven (7) days of the Applicant's submission of the audited statement relating to complimentary Event tickets and tickets sold ("Audited Statement") or, of receipt of MRM's invoice for the balance Licence Fees, whichever is earlier ("Due Date"). MRM may on reasonable grounds reject the Audited Statement and the Applicant shall co-operate with MRM to have a re-audit done by a mutually agreed qualified auditor and the Applicant shall bear all costs of the re-audit and promptly pay any balance Licence Fees not paid within seven (7) days of the re-audited statement or upon receipt of MRM's invoice, whichever is earlier ("Due Date"). Any failure to pay by the Due Date is a breach of licence agreement by the Applicant and if non-payment persists, the Applicant is further in infringement of copyright and breach of performers' rights
- (v) it shall pay the higher rate of Licence Fees as invoiced by MRM according to its prevailing published licence tariffs if the Applicant fails to comply or breaches any of its warranties given in sub-clauses (i), (ii), (iii) and/or (iv) above and shall fully settle the amount invoiced within the time stipulated in MRM's invoice

Licence Fees

- (b) MRM reserves the right to vary the Licence Fees if there is any material change in the way that the Applicant has used or uses the Works
- (c) If a third party who is not licensed by MRM commercially rents the Works to the Applicant for public performance during the Event, the Applicant shall pay and be liable to pay MRM's licence fees for the commercial rental right
- (d) The Initial Deposit paid is not refundable, whether in full or partially, unless:
 - (i) it is shown to MRM's satisfaction that the Event has not taken place and is permanently cancelled; or
 - (ii) it is shown by the Audited Statement or by a re-audit if the Audited Statement is rejected by MRM, that the Initial Deposit paid is more than the Licence Fees due in either event (i) or (ii) above, MRM will refund all or such part of the Initial Deposit as should be refunded as soon as reasonably possible
- (e) Save only for any tax expressly stated to be included in the Licence Fees, the Applicant is liable for all duties, stamp fees, levies and/or taxes (including the applicable Goods & Services Tax rates for pre-1st June 2018 periods)

Licence

- (f) The Licence is granted strictly for the acts herein specified and may not be sub-licensed, assigned or transferred. The doing of acts not herein specified will require a further licence from MRM, failing which the Applicant commits copyright infringement and breach of licence agreement
- (g) The Applicant shall not reproduce, re-mix, re-record or alter any of the Works for any purpose.
- (h) The Applicant shall give full assistance and permit access and entry to MRM and/or its authorized agents to the Event without any entry fee or charge as well as to any premises where the Works will be or are being used, for the purposes of safeguarding the Works from infringement or unlicensed use including to verify that the Works are being used as licensed, that the amount of Licence Fees invoiced is sufficient and/or to check compliance with these licensing terms. Prior to the Event upon MRM's request, the Applicant shall give to MRM two (2) complimentary access passes to the Event, failing which MRM shall invoice the Applicant for the cost of the two (2) Event tickets

- (i) The Licence and the rights licensed shall automatically come to an end immediately after the last day of the Event as declared in this Application Form. The payment obligations and warranties of the Applicant shall survive any termination or expiration of the Licence and the licensing terms herein which by their nature would survive termination or expiration shall so survive. Unless further licensed, the Applicant may not further exercise any of the rights licensed
- (j) Any failure or delay by MRM in exercising its right or remedy under the Licence or licence agreement shall not constitute or be construed as a waiver of that right or remedy unless otherwise agreed by MRM in writing

Notices

- (k) All documents including but not limited to notices, invoices, statements of account, demands, correspondence ("Communication") to the Applicant shall for all purposes be deemed received by the Applicant on the date when the Communication or a copy thereof is delivered and left at the Applicant's address as stated in the Application or such other address as the Applicant may notify MRM in writing; or if the Communication is via email or facsimile, on the date when the Communication is shown as sent by the report or record generated by the computer or facsimile machine; or on the third working day following the date of posting if the Communication is delivered by registered post. The Applicant agrees that it shall not be necessary for MRM to prove or show actual receipt of the Communication by the Applicant or any acknowledgement of receipt by the Applicant

Governing Law and Jurisdiction

- (l) The Licence and the licence agreement between MRM and the Applicant shall be governed by and construed in accordance with Malaysian laws and the parties submit to the non-exclusive jurisdiction of the courts of Malaysia
- (m) The Applicant unreservedly agrees that all disputes arising from or concerning the Licence and/or the licence agreement shall be determined by courts located in Kuala Lumpur, Malaysia (including subordinate courts and the Intellectual Property Court of the High Court of Malaya in Kuala Lumpur), notwithstanding that the Applicant is residing in or has its place of business outside the jurisdiction of the courts of Kuala Lumpur. The Applicant undertakes that it shall not challenge the provision in this clause as the Applicant agrees that MRM being a licensing body will face high costs and undue difficulties if actions are commenced in courts outside Kuala Lumpur

Service of Legal Process

- (n) The service of any writ, cause papers, court documents or any legal process ("Court Documents") may be made on the Applicant by sending the Court Documents or a copy thereof by registered or AR registered post to the Applicant's address as stated in the Application or such other address as the Applicant may notify MRM in writing. The Court Documents shall be deemed duly and properly served on the Applicant five days after the date of posting by registered or AR registered post and MRM is not required to produce the AR or posting acknowledgement cards to prove effective service or actual receipt of the Court Documents by the Applicant

Personal Data Protection and Data Management

3 The Applicant warrants that it has obtained the consent of any individual whose personal data it provides to MRM and that it consents to MRM using the information it has provided for purposes of the Licence ("Information") in connection with the following:

- (a) licensing, administering and enforcing of MRM's members' rights and in administering the Applicant's relationship with MRM
- (b) pursuant to the Credit Reporting Agencies Act 2010, Central Bank of Malaysia Act 2009 and including other applicable or related regulations and legislation
- (c) purposes relating to MRM's business including use for the promotion of the music industry, research and analysis related to the music industry such as analysis of the types of consumers for the Works, market trends, public preferences, choice or taste in music
- (d) communication with the Applicant regarding music related services that may be of interest to the Applicant (the Applicant may withdraw consent to this by contacting MRM at info@mrm.my); and
- (e) to provide the Information to MRM's subcontractors and/or agents appointed in connection with any of the matters in (a) to (d) above.

This Application is accepted when MRM issues its first invoice to the Applicant. Such acceptance creates a binding agreement between the Applicant and MRM upon the licensing terms set out herein in respect of the permit licence applied for and granted to the Applicant. MRM may in its discretion refuse to accept the Application if the information provided by the Applicant is false, inaccurate or incomplete or for any reason that justifies refusal by MRM.

MRM OFFICE USE ONLY

Customer No _____ Licence Period _____

Officer ID _____ Group _____

Category _____ Date Received _____



MUSIC RIGHTS MALAYSIA

CONCERT PUBLIC PERFORMANCE LICENCE APPLICATION FORM

(as of June 2018)



Please complete, sign and return to:

MUSIC RIGHTS MALAYSIA BERHAD
(Company No : 1207593-P) (GST No : 000584757248)

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