



# APPLICATION FORM

Recording Performers Malaysia Berhad  
(Company No.: 201101036650 (964784-U))

Unit 15-09, Office Suites, One Mont Kiara,  
Jalan Kiara, 50480 Kuala Lumpur, Malaysia.  
Tel: 03-6411 8336  
Email: info@rpm.my

## 1. Recording Performer's Details & Documents

Full Name (as per NRIC/Passport) <i>(delete where applicable)</i>	First Name		
	Last Name		
	Chinese Name <i>(if any)</i>		
Artist/Group/Band <i>(delete where applicable)</i>			
Recording or Stage Name	Chinese Name <i>(if any)</i>		
Role/Instrument(s) Played			
Gender <i>(please tick)</i>	Male <input type="checkbox"/>	Female <input type="checkbox"/>	
Race			
NRIC/Passport No. <i>(delete where applicable)</i>			
Date of Birth			
Nationality			
Country of Residence			
Correspondence Address			
	Postcode		
	City	State	
Tel No. (Home/Office)			
Mobile No.			
Email Address			
<b>DOCUMENT CHECKLIST</b>			
One (1) copy of NRIC/Passport/Birth Certificate <i>(delete where applicable)</i>			
One (1) most recent passport-sized photograph			
One (1) copy of Album/EP Cover/Proof of Commercial Recording <i>(delete where applicable)</i>			
One (1) copy of Biography/Discography <i>(delete where applicable)</i>			
One (1) copy of the Banking Instruction Form			

## 2. Representor's Details & Documents (If applicable)

Representor	Parental/Legal Guardian/Successor <i>(delete where applicable)</i>		
Full Name (as per NRIC/Passport) <i>(delete where applicable)</i>	First Name		
	Last Name		
	Chinese Name <i>(if any)</i>		
Gender <i>(please tick)</i>	Male <input type="checkbox"/>	Female <input type="checkbox"/>	
Race			
NRIC/Passport No. <i>(delete where applicable)</i>			
Nationality			
Country of Residence			
Correspondence Address			
	Postcode		
	City	State	
Tel No. (Home/Office)			
Mobile No.			
Email Address			
<b>For Successor only</b>			
Relationship to Deceased			
Date of Death of Deceased			
<b>DOCUMENT CHECKLIST</b>			
<b>Parental/Legal Guardian</b>			
Photocopy of NRIC/Passport of Parental/Legal Guardian <i>(delete where applicable)</i>			
<b>Successor</b>			
One (1) copy of NRIC/Passport of Successor <i>(delete where applicable)</i>			
One (1) most recent passport-sized photograph of Successor			
[For Muslims] One (1) copy of Fara'id Certificate from Syariah Court on Distribution of Assets			
[For Muslims] One (1) copy of a Statutory Declaration, signed by all beneficiaries (per Fara'id Certificate) appointing the Successor to represent them to join RPM as a Member.			
[For both Muslims and Non-Muslims] One (1) copy of the Grant of Probate or Letters of Administration issued by Court.			

### 3. Sound Recording Details

Please provide information on at least three (3) of your/the Recording Performer's most recent, or most popular sound recordings in Schedule A herein.

### 4. Mandate & Declaration

I hereby apply to authorise Recording Performers Malaysia Berhad ("RPM") to represent my/the Recording Performer's Rights under the Malaysian Copyright Act 1987 in the Territories and Other Territories as set out in the Mandate. I acknowledge that I have read and fully understood the Mandate in Schedule B herein and Memorandum and Articles of Association of RPM.

If there are any countries (other than the Territory) which I, the undersigned, wish to exclude from the RPM's representation of my/the Recording Performer's Rights, I undertake to give written notice to RPM to expressly exclude representation of such Rights in the specified country.

I, the undersigned, hereby further warrant and declare that all of the information and documents furnished in the application form and document checklist herein is true, complete and correct, and that the registration will be subject to cancellation if the information and documents contained in this application is not complete and/or accurate.

I further fully understand that each application shall be considered by the Board of Directors of RPM who shall have the right to refuse any application without assigning any reason for such refusal.

### 5. Application for Membership of RPM

As the Recording Performer/On behalf of the Recording Performer, I hereby apply to become a member of RPM and if admitted, I agree to abide and be bound by the Mandate, the Memorandum and Articles of Association and such other rules and regulations of RPM, as now in effect and as they may be amended from time to time.

(if applicable) As the Representor, I confirm to my best knowledge that there has been no application made by anyone representing the Recording Performer prior to this application.

\_\_\_\_\_  
Name:  
NRIC/Passport No:  
Date:  
Relationship with the Recording Performer (if applicable):

#### OFFICE USE ONLY

Reference No.:

Approval Date:

## SCHEDULE A

### Sound Recording Details

1.	Track Title			
	Alternate Track Title (i.e. Pinyin)			
	Name of Album			
	Name of Artist/Band/Group			
	Recording Label			
	Role / Instruments Played			
	Type of Performer*	FP <input type="checkbox"/>	NFP <input type="checkbox"/>	Both <input type="checkbox"/>
	Year of Release / Recording			

2.	Track Title			
	Alternate Track Title (i.e. Pinyin)			
	Name of Album			
	Name of Artist/Band/Group			
	Recording Label			
	Role / Instruments Played			
	Type of Performer*	FP <input type="checkbox"/>	NFP <input type="checkbox"/>	Both <input type="checkbox"/>
	Year of Release / Recording			

3.	Track Title			
	Alternate Track Title (i.e. Pinyin)			
	Name of Album			
	Name of Artist			
	Name of Band / Group			
	Recording Label			
	Role / Instruments Played			
	Type of Performer*	FP <input type="checkbox"/>	NFP <input type="checkbox"/>	Both <input type="checkbox"/>
Year of Release / Recording				

<i>(Optional)</i>				
4.	Track Title			
	Alternate Track Title (i.e. Pinyin)			
	Name of Album			
	Name of Artist/Band/Group			
	Recording Label			
	Role / Instruments Played			
	Type of Performer*	FP <input type="checkbox"/>	NFP <input type="checkbox"/>	Both <input type="checkbox"/>
	Year of Release / Recording			

\*Please take note that:

Featured Performer (FP) include singers, main vocalists, bands and groups.

Non-Featured Performer (NFP) include musicians, sessionists, backup vocalists, etc



## SCHEDULE B

### MANDATE

BETWEEN

the **RECORDING PERFORMER** or the **REPRESENTOR** whose name and personal information are set out in the Application Form of the first part;

AND

**RECORDING PERFORMERS MALAYSIA BERHAD (COMPANY NO. 201101036650 (964784-U)) ("RPM")** whose principal place of business is at Unit 15-09, Office Suites, One Mont Kiara, Jalan Kiara, 50480 Kuala Lumpur, Malaysia, of the second part.

NOW IT IS HEREBY AGREED AS FOLLOWS:

#### 1. The following terms shall have the following meanings:

"**1971 Act**" means the Age of Majority Act 1971 and/or other applicable law or regulation as may be amended from time to time.

"**1987 Act**" means the Copyright Act 1987 and/or other applicable law or regulation as may be amended from time to time. Unless otherwise defined, the expressions used in the 1987 Act when used herein shall have the same meanings ascribed to them in the 1987 Act including without limitation the following expressions:

- (i) "communication to the public"; and
- (ii) "sound recording".

"**Age of Majority**" means the age of eighteen.

"**Applicable Data Protection Law**" means the Personal Data Protection Act 2010 ("PDPA") and/or other applicable law or regulation as may be amended from time to time.

"**Performer's Recordings**" means any recording (whether audio or audio visual) containing performances by the Recording Performer, whether such a recording is now in existence or coming into existence in the future.

"**Personal Data**" means information defined as such in the PDPA or information treated as personal data under any other law or regulation applicable to the information.

"**Territory**" means the whole territory of Malaysia and its territorial waters.

"**Other Territories**" means countries worldwide excluding only the Territory and such country/countries which the Recording Performer/Representor has given written notice to RPM to expressly exclude.

Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting persons shall include individuals, bodies corporate, unincorporated associations, sole proprietorships and partnerships.

#### 2. Recording Performer/Representor's Absolute Assignment of Rights to RPM

2.1 Subject to such assignments or third-party rights (existing as at the date of this Mandate and which has been notified to RPM in writing), the Recording Performer/Representor hereby expressly appoints RPM as the exclusive agent and fully delegates the authority and absolutely assigns their right to RPM and/or the duly appointed agents of RPM to the rights stated in this paragraph 2 ("**Rights**").

2.2 Such Rights shall be applicable in the Territory and/or Other Territories and include the following:

- (i) the sole discretion in negotiating, offering, accepting and/or fixing the royalties, tariffs, payments and/or fees, which may be subject to change by RPM from time to time and shall be the equitable remuneration pursuant to the 1987 Act ("**Royalties**") payable to the Recording Performer by any third-party users of the Performer's Recording ("**Users**") in respect of the Usage (as defined below);
- (ii) collection of Royalties from the Users in respect of the doing of any of the following acts in the in relation to the Performer's Recordings or a reproduction of the Performer's Recordings ("**Usage**"):
  - (a) published for commercial purposes;
  - (b) performance in public;
  - (c) used directly for broadcast; or
  - (d) other communication to the public.
- (iii) entering into any agreements with Users in relation to the exercise of the authority granted by this Mandate and, to exercise and enforce the benefit of any such agreements and to give warranties and indemnities in such agreements;
- (iv) delivering, notifying and/or conveying the notice of assignment to the Users in respect of the assignment of Rights by the Recording Performer to RPM;
- (v) initiating claims, legal action or proceedings, negotiating, settling and/or compromising any entitlement or claim of whatever nature of the Recording Performer, whether in the name of RPM or otherwise, in relation to the collection of Royalties from the Usage;
- (vi) authorising or prohibiting, collecting payment, initiating claims, legal action or proceedings, negotiating, settling and/or compromising any entitlement or claim of whatever nature of the Recording Performer, whether in the name of RPM or otherwise, in relation to any and all of the following acts:
  - (a) the communication to the public of any of the Performer's Recordings (which, for the avoidance of doubt, shall include public performances, inclusion in a broadcast or other transmission by wire or wireless means, inclusion in an internet service and/or in a mobile telephony service);

- (b) the rental or lending of any of the Performer's Recordings;
- (c) the copying of any of the Performer's Recordings for any of the purposes of sub-paragraphs (vi)(a) or (vi)(b) above; and
- (d) the right in the Other Territories to collect payment, negotiate, settle and compromise any entitlement or claim of whatever nature of the Recording Performer with respect to the remuneration for or participation in any private copying levy or other arrangement of a similar nature in relation to the Performer's Recordings.

2.3 There is no obligation on RPM to collect any monies due to the Recording Performer arising from its appointment as exclusive agent under this Mandate if RPM in its sole discretion views such collection to be uneconomical or impractical. RPM shall act in what it considers to be the best interests of all of the Recording Performers who have appointed it as agent for the collection of Royalties or any revenue arising from and/or in connection with the exercise of their respective rights. RPM is not obligated to grant any licences or take any legal or other proceedings in any territory, whether within the scope of this Mandate or otherwise.

2.4 As a consequence of the authority granted to RPM and its appointment under this Mandate, the Recording Performer/Representor shall comply with whatever agreements and arrangements that RPM enters into in exercise of the authority granted and shall not appoint any other person, agent, collecting society or licensing body in respect of or to exercise any of the Rights granted to RPM by this Mandate and/or the Recording Performer/Representor shall not whether on its own or with others, exercise or make claims in respect of any matters relating to the Rights.

#### 3. Reservation of Rights

For the avoidance of any doubt, any rights not expressly granted to RPM pursuant to this Mandate are expressly reserved to the Recording Performer /Representor save where a separate and specific authorisation is granted by the Recording Performer/Representor to RPM.

#### 4. Distribution of Revenue

RPM is authorised to distribute all or any part of the Royalties from RPM's exercise of the Rights collected in any financial year of RPM from third parties as authorised by this Mandate, in the manner as may be approved or deemed fit at the sole discretion of the Board of Directors of RPM, and RPM shall endeavour to distribute or pay to the Recording Performer/Representor the Royalties or any part thereof within eighteen (18) months from the end of the corresponding financial year of RPM, subject always that:

- (a) RPM may deduct from the Royalties collected such administrative charges as may be approved or deemed fit at the sole discretion of the Board of Directors of RPM;
- (b) RPM may utilise for its own administration purposes and benefit, the whole of and any interest that may be earned on the Royalties held by

RPM prior to and pending distribution to the Recording Performer/Representor as herein provided;

- (c) Royalties derived from RPM's exercise of the Rights will be collected and distributed in accordance with arrangements with foreign collecting societies and their distribution rules and further, in accordance with any international distribution rules which may be implemented or put in place by the Board of Directors of RPM; and
- (d) RPM may make such arrangements in relation to the Royalties as it deems necessary or fit to deal with any tax issues or implications including value added tax, withholding tax and other taxation legislation anywhere in the world.

**5. Warranties and Indemnities**

5.1 The Recording Performer/Representor warrants to RPM that:

- (a) the Recording Performer/Representor has full power, rights and authority to enter into this Agreement and to grant the Rights to RPM;
- (b) the Recording Performer/Representor is not a member of any collecting society administering the Rights in the Territory and Other Territories; and
- (c) all information provided to RPM under or in connection with this Mandate is true and accurate and the Recording Performer/Representor shall notify RPM immediately in writing if any such information ceases to be true and accurate and of any changes that may affect the Rights or this Mandate.

5.2 The Recording Performer/Representor shall fully indemnify RPM and/or its agents from all claims, actions, losses, liabilities, damages, expenses and costs arising out of a breach of any warranties given by the Recording Performer/Representor.

5.3 RPM hereby agrees to fully indemnify the Recording Performer/Representor from all claims, actions, losses, liabilities, damages, expenses and costs arising directly out of any unlawful or negligent act of RPM in exercising the Rights.

**6. Ratification**

The Recording Performer/Representor hereby ratifies all lawful acts performed and undertaken by RPM or which RPM shall lawfully do or cause to be done by virtue of its exercise of the Rights and/or its appointment pursuant to this Mandate from and prior to the date of this Mandate commencing from 1 January 2012.

**7. Transfer and Sub-Contract**

RPM may sub-contract any of its obligations under this Mandate and subject to approval by its Board of Directors, may transfer and/or novate on written notice, its rights and obligations under the Mandate to any company or entity in which case RPM shall cease to be liable for any matters following such notice. The Recording Performer/Representor consents to such assignment and/or novation. The Recording Performer/Representor may not assign or novate this Mandate or sub-contract any of his/her obligations under this Mandate.

**8. Data Protection**

8.1 The Recording Performer/Representor consents to RPM:

- (a) processing Personal Data supplied to it by the Recording Performer/Representor;
- (b) transferring such Personal Data to any third party (including without limitation, foreign music licensing companies, local and/or international music industry bodies and music usage providers) who provides a service to RPM or otherwise reasonably requires such Personal Data in connection with the subject matter of the Mandate in any country; and
- (c) authorising those third parties to process such Personal Data.

8.2 The Recording Performer/Representor shall:

- (a) comply with Applicable Data Protection Law;
- (b) ensure that his/her acts or omissions will not cause RPM to be in breach of any Applicable Data Protection Law;
- (c) obtain adequate consents from his/her employers and any other persons (including performers and producers) whose information is given to RPM in connection with the recordings to which the Rights relate and/or this Mandate so as to enable RPM to process Personal Data lawfully including to transfer Personal Data outside the Territory or outside any country of the Other Territories; and
- (d) ensure and warrants to RPM that in relation to any Personal Data supplied to RPM that he/she has obtained, he/she is authorised under any Applicable Data Protection Law to supply that data for RPM's use and further, that the Recording Performer/Representor has obtained express consent, as may be necessary, from the data subject or owner.

**9. Termination**

9.1 This Mandate shall continue to be in force until:

- (a) the expiry of six (6) months from the date of prior written notice given by either party to the other party to terminate this Mandate;
- (b) terminated forthwith by written notice given by RPM to the Recording Performer/Representor by reason of the Recording Member/Representor's breach of any of his/her warranties given pursuant to this Mandate;
- (c) a resolution is passed or an order is granted for the winding-up, liquidation or administration or a receiver or an administrative receiver is appointed over all or any part of the assets of RPM; or
- (d) if the Recording Performer is a minor, attains the Age of Majority in accordance with the 1971 Act.

9.2 The following shall survive the termination of this Mandate:

The Recording Performer/Representor shall be bound by any agreements reasonably entered into by RPM with Users prior to any termination of this Mandate in relation to any Performer's Recordings and in respect of which the Royalties have been collected in accordance with this Mandate.

**10. Governing Law**

This Mandate shall be construed and interpreted in accordance with the laws of Malaysia, the courts of which shall have sole and exclusive jurisdiction to determine any disputes which may arise out of or in relation to this Mandate.

**IN WITNESS WHEREOF** the parties hereto have caused this Mandate to be duly executed the day and year first above written

Signed by the  
**RECORDING PERFORMER/REPRESENTOR:**  
*(delete where applicable)*

.....  
Name:  
NRIC/Passport No.:  
Relationship *(if applicable)*:

Witnessed by:  
.....  
Name:  
NRIC No.:

Signed for and on behalf of  
**RECORDING PERFORMERS MALAYSIA BERHAD**  
**(Company No.: 201101036650 (964784-U))**

.....  
Name:  
NRIC No.:  
Designation:

Witnessed by:  
.....  
Name:  
NRIC No.:



## BANKING INSTRUCTION FORM

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

### **RECORDING PERFORMERS MALAYSIA BERHAD (RPM)**

Unit 15-09, Office Suites  
One Mont Kiara, Jalan Kiara  
50480 Kuala Lumpur.  
Tel: 03-6411 8336

**Attn : Finance & Admin Department**

### **RE – BANKING INSTRUCTION**

Please be informed that I, \_\_\_\_\_ (*Full name as per NRIC*)  
(NRIC No. : \_\_\_\_\_), also known by the stage name of  
\_\_\_\_\_ a member of RPM hereby authorize RPM to bank-in my  
royalty cheque into my account at the following bank with immediate effect until revoked by me in  
writing. I will advise of any changes to my bank account from time to time.

Account Holder Name : \_\_\_\_\_

Bank Name : \_\_\_\_\_

Bank Branch : \_\_\_\_\_

Account Number : \_\_\_\_\_

Thank you.

Yours sincerely,

\_\_\_\_\_  
Signature of Member

Tel Number.: \_\_\_\_\_

*Notes: Please attach with top of bank statement that show the name of Account holder and Bank account number*