



### 1 PARTICULARS OF APPLICANT

1.1 Name of Company / Applicant :

1.2 Registration No. :

1.3 Type of Business :

1.4 Address :

1.5 Office Phone No. :

1.6 Postcode :

1.7 Contact Person :

1.8 Designation :

1.9 Mobile Phone No. :

1.10 Email :

### 2 PARTICULARS OF EVENT(S)

*\*Please attach appendix if **more than one** event venue.*

2.1 Event Name :

2.2 Event Date : ("Effective Term")

2.3 Venue of Event : ("Premises")

(a) Number of Persons attending event :

(b) Number of Event Days :

**Please fill out the details below if the Applicant is representing their client :**

2.4 Event Owner :

2.5 Contact Person :

2.6 Mobile Phone No. :

### 3 DECLARATION & AGREEMENT

I/We, the Applicant acknowledge and agree that I/we have read the Standard Terms and Conditions of the Music Usage Permission as stated in the overleaf. The information in this Application Form is correct and I/we agree that the information shall form the basis of the Permission issued.

**Authorised Signature & Company Stamp**

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

NRIC No. : \_\_\_\_\_

Designation : \_\_\_\_\_

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

#### FOR OFFICE USE ONLY

Category :

Amount of Royalties :

Invoice No. :

Licensing Officer :

Approved By :

**1. DEFINITION****1.1 The following terms shall have the following meanings:**

<b>"Application Form"</b>	means the application form for the application for the Applicant's Usage available on RPM's website ( <a href="http://www.rpm.my">www.rpm.my</a> ) duly completed and signed by the Applicant which has been submitted by the Applicant to RPM, and attached to this Standard T&C;	<b>"Event"</b>	means the event for the Applicant's Usage as identified in paragraph 2.1 of the Application Form, if applicable;	<b>"Premises"</b>	means the premises for the Applicant's Usage for the Event or Outlet, as the case may be, as identified by the details stated in paragraph 2.3 of the Application Form submitted by the Applicant to RPM, as well as any additional information submitted such as floor plans of the premises;
<b>"Applicant"</b>	means the applicant named in paragraph 1.1 of the Application Form;	<b>"Excess Royalties"</b>	has the meaning ascribed to it in Clause 3.4;	<b>"Outlet"</b>	means the outlet for the Applicant's Usage as identified in paragraph 2.1 of the Application Form, if applicable;
<b>"Confidential Information"</b>	means all information of any kind, whether communicated verbally, in printed or electronic form or otherwise howsoever, including the existence and terms of this Standard T&C and/or the Permission, any technical information, data, know-how and information relating to the business, affairs, financial condition and operations of either Party whether or not labelled as "confidential" and disclosed by a Party in connection with or for any purpose of this Standard T&C and/or the Permission and which is not already in the public domain or which is in the public domain through wrongful disclosure;	<b>"Information"</b>	means the information (including personal data and sensitive personal data as defined in the PDPA) obtained in connection with this Standard T&C and/or the Permission;	<b>"Royalties"</b>	means the equitable remuneration payable by the Applicant to RPM for the benefit of the Members for the Applicant's Usage;
<b>"Copyright Act"</b>	means the Copyright Act 1987 including any amendments thereto from time to time;	<b>"Member"</b>	means any singer or musician who performs a performance in a recording (whether audio and/or audio-visual), who is entitled to equitable remuneration pursuant to the Copyright Act and who is a member of RPM;	<b>"RPM"</b>	means Recording Performers Malaysia Berhad (Company No: 201101036650 (964784-U));
<b>"Effective Term"</b>	means the date or period as identified in paragraph 2.2 of the Application Form for the Applicant's Usage;	<b>"Parties"</b>	means RPM and the Applicant collectively, and "Party" means any one of them;	<b>"Sound Recording"</b>	means any fixation of a sequence of sounds or of a representation of sounds capable of being perceived aurally and of being reproduced by any means, but does not include a sound-track associated with a film, which the Members have contribution thereto;
		<b>"PDPA"</b>	means Personal Data Protection Act 2010 and any amendments thereto from time to time;	<b>"Territory"</b>	means within the territory of Malaysia;
		<b>"Permission"</b>	means the permission granted by RPM for the Applicant's Usage at and within the Premises for the Event or Outlet, as the case may be, for the Effective Term in accordance with this Standard T&C and the Application Form and within the Territory;	<b>"Third-Party Usage"</b>	has the meaning ascribed to it in Clause 2.2; and
				<b>"Usage"</b>	means publishing the Sound Recording for commercial purposes, and/or making the reproduction of the Sound Recording to be publicly performed or used directly for broadcast or other communication to the public.

**1.2 In this Standard T&C, where the context so admits:**

- (a) words importing any gender include all genders;
- (b) words importing the singular number only include the plural number and vice versa;
- (c) any reference to statutes or rules made thereunder shall include all amendments which may be enacted from time to time;
- (d) references to Clauses are to the clauses of this Standard T&C;
- (e) the captions and headings to the clauses in this Standard T&C are for reference only and do not affect the interpretation or enforceability of any of the provisions herein;
- (f) words applicable to the natural person include any body or persons, company, corporation, firm, partnership corporate or unincorporate; and
- (g) where the words "authorities," "governmental," "legislation," "regulation," "regulatory," and the like are used in this Standard T&C, they are deemed to refer to governmental actions.

**2. GRANT OF PERMISSION**

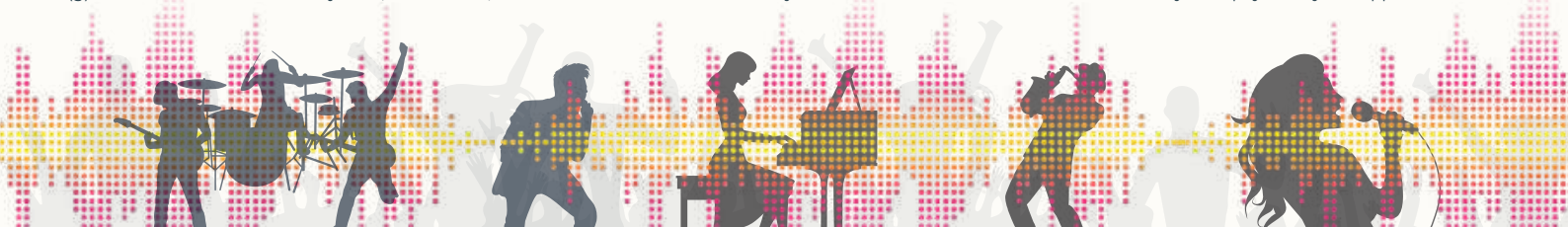
- 2.1 Subject to the terms contained herein, RPM shall grant the Permission to the Applicant. The Permission is based on the information supplied in the Application Form and all such information is expressly incorporated into this Standard T&C hereof and form part of this Standard T&C.
- 2.2 In the event that the Applicant is the holder of an annual Permission, the Applicant is required to inform any third-party who intend to conduct event on and/or within the Premises to apply for a separate permission from RPM for the third-party's Usage ("**Third-Party Usage**"), failing which, the Applicant shall be liable to pay the Royalties due for the Third-Party Usage to RPM in accordance with Clause 3.1.
- 2.3 In the event that the Applicant is a holder of an annual Permission, the annual Permission shall, upon the expiry of the Effective Term, be automatically renewed for a further period of twelve (12) months unless the Applicant delivers to RPM a notice in writing indicating its intention of not renewing the Permission at least two (2) months prior to the expiry of the Effective Term.
- 2.4 Clause 2.3 shall similarly apply to each and every extension of the annual Permission by virtue of Clauses 2.3 and 2.4. Each extension of the annual Permission pursuant to Clauses 2.3 and 2.4 shall hereinafter be referred to as an "Extended Term". For the avoidance of doubt, the Applicant shall be liable to pay to RPM the applicable Royalties for each Extended Term in accordance with the terms of this Standard T&C.

**3. PAYMENT OF ROYALTIES**

- 3.1 RPM shall notify the Applicant in writing as to the amount of Royalties payable by the Applicant for the Permission, and the Applicant shall pay the Royalties to RPM in full within fourteen (14) days from the date of the Applicant's receipt of an invoice issued by RPM in respect of the Royalties, failing which, the Applicant shall be liable to pay RPM for late payment interest at the rate of one percent (1%) per month calculated on the outstanding Royalties owing to RPM until the date of full settlement.
- 3.2 RPM reserves the right to verify the information submitted by the Applicant in the Application Form for the purposes of calculating the Royalties including examining the Premises, invoices, receipts and any other relevant records.
- 3.3 RPM, its duly authorised officers or agents shall have the right to enter into the Premises during reasonable hours and the Applicant shall grant unrestricted access to RPM for the purposes of inspecting the particulars and information which the Applicant submitted to RPM in the Application Form for the purposes of calculating the Royalties.
- 3.4 In the event the any of the particulars and information provided by the Applicant in the Application Form is subsequently discovered to be incorrect or incomplete (pursuant to Clause 3.2, Clause 3.3 and Clause 4.1(g)), or in the event of any revision of the amount of Royalties by RPM for this Permission resulting an increase to the sum of Royalties ("**Excess Royalties**"), RPM shall be entitled to collect the Excess Royalties by issuing a revised invoice to the Applicant for such Excess Royalties, and the Applicant shall pay the Excess Royalties to RPM within seven (7) days from the date of the Applicant's receipt of the said revised invoice, failing which, the Applicant shall be liable to pay RPM for late payment interest at the rate of one percent (1%) per month calculated on the outstanding Excess Royalties owing to RPM until the date of full settlement.

**4. APPLICANT'S COVENANTS AND INDEMNITY****4.1 The Applicant undertakes and covenants to:**

- (a) ensure that the Usage at the Premises for the Event or Outlet only, as the case may be, and shall guard against any unauthorised Usage by its officers, employees or agents;
- (b) ensure that the Usage is not for any purposes which may be illegal, improper or result in a breach of any relevant laws;
- (c) not edit, reproduce, remix, re-record or alter the Sound Recording in any way for any reasons whatsoever, and shall take precautions to prevent its officers, employees or agents from doing the same;
- (d) not approach any of the Members directly to negotiate any matters agreed in this Standard T&C and/or the Permission without the prior consent of RPM;
- (e) grant RPM (and its authorised personnel) unrestricted access to the Premises, invoices, receipts and any other records of the Applicant for the purposes of calculating the Royalties, and shall provide full assistance to RPM in its inspection and verification under Clause 3.3;
- (f) grant RPM (and its authorised personnel) unrestricted access to the Premises, invoices, receipts and any other records of the Applicant for the purposes of enforcing any provisions under this Standard T&C and/or the Permission, and shall provide full assistance to RPM for the purposes thereof; and
- (g) forthwith inform RPM of any facts, information, details or circumstances which may result in the increase in the amount of the Royalties payable by the Applicant to RPM.



- 4.2 The Applicant's covenant under Clause 4.1(d) shall survive the termination or expiry of this Standard T&C and/or the Permission.
- 4.3 The Applicant shall indemnify RPM and shall keep RPM indemnified in full against all losses, damages, costs, expenses and outgoings which RPM may incur or be liable for in respect of any claim, demand, liability, action, proceedings or suits arising out of the Applicant's Usage, Third-Party Usage and/or the Applicant's breach of, or its failure to comply with, any terms under this Standard T&C and/or the Permission.

## 5. MEMBERS' WITHDRAWAL

- 5.1 In the event that any Member withdraws his mandate previously granted to RPM or ceases to be a Member of RPM ("**Non-Member**"), RPM shall forthwith communicate to the Applicant of the withdrawal or cessation of the Non-Member by publishing a notice in writing of such withdrawal or cessation ("**Withdrawal Notice**") on RPM's website [www.rpm.my](http://www.rpm.my) ("**RPM Website**") stating the name of the Non-Member and the date of his withdrawal or cessation.
- 5.2 The Applicant shall be required to browse the RPM Website from time to time and shall immediately refrain and cause its officers, employees, agents and affiliates to refrain from using the Sound Recording of the Non-Member effective from the date of the Withdrawal Notice.
- 5.3 The Applicant agrees that any Royalties paid are non-refundable and shall not recover any Royalties paid to RPM, or refuse to pay any portion of the Royalties to RPM, by reason of Clause 5.2 above.

## 6. REPRESENTATIONS AND WARRANTIES

### 6.1 The Applicant represents and warrants to RPM that:

- all information contained in the Application Form and the supporting documents submitted together with the Application Form to RPM are true and accurate and not misleading in any respect, whether due to any omission or ambiguity or for any other reason whatsoever;
- this Standard T&C and/or the Permission constitutes or shall constitute, following the execution and delivery thereof, its valid and legally binding obligation, enforceable against it in accordance with its respective terms;
- if applicable, it is a company limited by shares duly established and validly existing under the laws of Malaysia or (if applicable) under the laws of any other jurisdiction worldwide which it is incorporated, and has full power and authority to perform its obligations under this Standard T&C and/or the Permission and it has taken all appropriate and necessary corporate action to authorise the execution delivery and performance of this Standard T&C and/or the Permission;
- it has full power, capacity and authority to perform its obligations under this Standard T&C and/or the Permission;
- neither the execution nor delivery of this Standard T&C and/or the Permission nor the performance or observance of any of the obligations under this Standard T&C and/or the Permission will:
  - conflict with, or result in any breach of, any law, statute, regulation, indenture, mortgage, trust, agreement, instrument, arrangement, obligation or duty by which the Applicant is bound; and
  - cause any limitation on any of the powers whatsoever of the Parties, howsoever imposed, or on the right or ability of the directors of the Parties to exercise such powers, to be exceeded; and
- it is not wound up/bankrupt, and is unaware of any winding-up/bankruptcy proceedings being initiated against it and any circumstances which would result in it unable to pay its debt as they fall due under the laws of Malaysia.

## 7. ASSIGNMENT OF RIGHTS BY MEMBERS TO RPM

- 7.1 Pursuant to the mandate granted or will be granted by the Members to RPM, RPM hereby exercises its mandate given by its Members who have assigned **ABSOLUTELY** all rights, benefits and interest of the Members under this Standard T&C and/or the Permission to RPM, and the RPM exercises its mandate by its Members to give notice to the Applicant that the Members have assigned all rights, benefits and interest under this Standard T&C and/or Permission to RPM.
- 7.2 The Applicant hereby acknowledges that the Members have assigned their rights, benefits and interest under this Standard T&C and/or the Permission to RPM, and the Applicant shall pay the Royalties to RPM.
- 7.3 The Parties confirm and acknowledge that all payments under this Standard T&C and/or the Permission made by the Applicant to RPM shall be deemed to be payments made for the benefit of the Members and an acknowledgement from RPM acknowledging receipt of such monies shall be a valid, good and effective discharge of the Applicant's obligation for payment of such monies.

## 8. TERMINATION

- 8.1 In the event that the Applicant:
- commits a breach of the terms of this Standard T&C and/or the Permission;
  - fails to observe and comply with any terms of this Standard T&C and/or the Permission; or
  - has disclosed any information and/or documents to RPM for the purposes of this Standard T&C and/or the Permission which are incorrect, inaccurate or misleading, (hereinafter referred to as the "Default"), and if the Default is capable of being remedied, RPM may deliver a notice in writing to Applicant requiring the Applicant to remedy the Default within fourteen (14) days from the date of the said notice, failing which, RPM shall be entitled to terminate this Standard T&C and/or the Permission immediately and claim for any loss and expenses from the Applicant as a result of the Default, or revise the amount of the Royalties as it deems fit and any shortfall of Royalties shall become immediately due and payable by the Applicant to RPM.

### 8.2 In the event that:

- the relevant regulatory authority revokes, terminates or amends RPM's status as a licensing body pursuant to the Copyright Act which results in RPM unable to observe and comply with this Standard T&C and/or the Permission;
- any change in the laws which results in RPM unable to observe and comply with the terms of this Standard T&C and/or the Permission;
- all of the Members withdraw their mandate granted to RPM to act on their behalf or ceased to be the Members,

this Standard T&C and/or Permission shall be terminated with immediate effect upon a notice on RPM Website by RPM. Upon the publication of such notice, the Parties shall not have any further claims against each other save for any antecedent breach.

## 9. CONFIDENTIALITY

- 9.1 The Parties (including its employees, officers, affiliates or agents) shall each maintain confidentiality of the Confidential Information and shall not disclose any Confidential Information to any third parties without prior written consent of the other.
- 9.2 This Clause 9 shall not apply to disclosure of any Confidential Information that:
- the Parties are under the obligation to disclose pursuant to applicable laws and regulations, orders of court or any relevant government authorities; or
  - the Parties are required to disclose to its shareholders, holding company, legal counsel or financial advisors regarding this Standard T&C and/or the Permission, provided that such shareholders, holding company, legal counsel or financial advisors shall be bound by this Clause 9.
- 9.3 Disclosure of any Confidential Information by the employees, officers, affiliates or agents of either Party to any unauthorised third party shall be regarded as a disclosure of Confidential Information, which defaulting party shall be liable for breach of this Standard T&C and/or Permission.
- 9.4 This Clause 9 shall survive the completion or termination of this Standard T&C and/or Permission.

## 10. PERSONAL DATA PROTECTION AND DATA MANAGEMENT

- 10.1 The Applicant consents to RPM using the Information for the purposes of –
- administering and enforcing this Standard T&C and/or Permission;
  - administering and enforcing the rights of Members;
  - administering the relationship between the Applicant and RPM for the purposes of this Standard T&C and/or the Permission;
  - notifying the credit reporting agencies under the Credit Reporting Agencies Act 2010 and including other applicable or related regulations and legislation;
  - RPM's business and relating thereto including RPM's services and activities for the advancement or promotion of the music industry; and
  - research and analysis related to the music industry including analysis of the types of consumers for the Sound Recordings, market trends, public preferences, choice or taste in music.



- 10.2 The Applicant consents and agrees to RPM providing the Information to RPM's affiliates, subcontractors and/or agents appointed for the purposes stated in Clause 10.1.
- 10.3 The Parties shall process personal data in compliance with the laws relating to personal data protection in the Territory including the PDPA. Where a Party processes the personal data of the other Party including the personal data of that Party's members, employees, agents or affiliates, the Party shall:
- process the personal data strictly in accordance with the law and the terms of this Standard T&C and/or Permission, and/or the other Party's written instructions or directions; and
  - not disclose the personal data to any third party that is not authorized to receive the data or use the personal data other than for the purpose for which it was given or as authorised by this Standard T&C and/or the Permission, or for the purpose as approved in writing by the other Party.
- 10.4 The Parties shall take adequate technical and organizational measures against unauthorized or unlawful processing of, accidental loss or destruction of, or damage to, the personal data in their custody and possession.

#### 11. NO AGENCY OR PARTNERSHIP

- 11.1 This Standard T&C and/or Permission is not and shall not be deemed to constitute a partnership or a joint venture between the Parties nor is any Party entitled to describe itself as agent, employee or representative of the other Party.

#### 12. ASSIGNMENT

- 12.1 The Applicant shall not assign any rights, interest, benefits under this Standard T&C and/or the Permission without the prior written consent of RPM. For the avoidance of doubt, RPM shall have the right to assign any rights, interest, benefits under this Standard T&C and/or Permission to any third party without the consent of the Applicant.

#### 13. WAIVER

- 13.1 No failure or delay by any Party in exercising any right power or privilege hereunder shall operate as a waiver thereof nor affect any Party's liability hereunder nor shall any single or partial execution of any right power or privilege hereby conferred preclude any further exercise thereof or the exercise of any other right power or privilege hereby conferred. The rights and remedies provided in this Standard T&C and/or the Permission are cumulative and not exclusive of any rights or remedies provided by law.

#### 14. SEVERABILITY

- 14.1 Each of the provisions of this Standard T&C and/or the Permission is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, void, illegal or unenforceable the remaining provisions hereof shall not in any way be affected or impaired thereby.

#### 15. SUCCESSOR-IN-TITLE

- 15.1 This Standard T&C and/or the Permission shall enure for the benefit of and bind the respective successors-in-title and permitted assigns of the Parties hereto.

#### 16. TIME

- 16.1 Time shall be of the essence of this Standard T&C and/or the Permission.

#### 17. STAMP DUTY AND RELATED CHARGES

- 17.1 Each Party shall be responsible for his or their own solicitors' costs of and in connection with the preparation of this Standard T&C and/or the Permission.
- 17.2 The Applicant shall be responsible for the stamp duty and any other fees and expenses in connection with this Standard T&C and/or the Permission.

#### 18. ALTERATION

- 18.1 RPM shall have the absolute right to make any alteration, amendment, deletion or addition to the terms of this Standard T&C and/or the Permission (including amending the amount of the Royalties) without the consent of the Applicant provided that such alteration, amendment, deletion or addition to this Standard T&C and/or the Permission shall be communicated to the Applicant in writing.

#### 19. NOTICE

- 19.1 Subject to Clause 5.1 and Clause 8.2, any notice or other document to be given under this Standard T&C and/or the Permission, and all other communications between the Parties relating to this Standard T&C and/or the Permission shall be in writing and may be given or sent by:

- hand or courier service;
- registered post, first class post or express or air mail or other fast postal service; or
- email,

to the other Party at the address or email address set out in below or such other address or email address as either Party may give notice of to the other:

	<b>RPM</b>		<b>APPLICANT</b>
<b>RPM ADDRESS</b>	Unit 15-09, Office Suites, One Mont Kiara, Jalan Kiara, 50480 Kuala Lumpur, Malaysia.	<b>ADDRESS</b>	The address mentioned in paragraph 1.4 of the Application Form.
<b>EMAIL ADDRESS</b>	licensing@rpm.my	<b>EMAIL ADDRESS</b>	The email address mentioned in paragraph 1.10 of the Application Form.
<b>ATTENTION</b>	Licensing Officer	<b>ATTENTION</b>	The contact person named in paragraph 1.7 of the Application Form.

- 19.2 All such notice and documents shall be in the English language.

- 19.3 Any notice or other document shall be deemed to have been duly served upon and received by the addressee:

- if delivered by hand or courier service, at the time of delivery;
- if sent by registered post, first class post or express or air mail or other fast postal services, within five (5) working days of despatch; and
- if transmitted by way of email, at the time of transmission.

- 19.4 In proving the giving of a notice or any other document under or in respect of this Standard T&C and/or the Permission, it shall be sufficient to show:

- in the case of registered post, first class post or express or air mail or other fast postal service, that the notice or other document was contained in an envelope which was duly addressed and posted; or
- in the case of email, that the email was duly transmitted from the despatching terminal, as evidenced by the email delivery confirmation message by the sender.

#### 20. ENTIRE AGREEMENT

- 20.1 This Standard T&C and the Permission including any documents and information submitted by the Applicant to RPM for the purposes of this Standard T&C and the Permission shall constitute the entire agreement between the Parties relating to the subject-matter of this Standard T&C and the Permission, and supersedes all prior arrangements, agreements, representations or undertakings. There are no promises, terms, conditions or obligations oral or written expressed or implied other than those contained in this Standard T&C and the Permission.

#### 21. GOVERNING LAW AND JURISDICTION

- 21.1 This Standard T&C and/or Permission shall be governed and construed in accordance with the laws of Malaysia. The Parties hereby submit to the non-exclusive jurisdiction of the courts of Malaysia.

