



**Reproduction of Music Videos and Cinematograph Films
onto On-Demand Systems**

Type of Licence applied for:

(please tick against the checkbox corresponding to the applicable category – refer to Tariffs description of categories and applicable licence fees in the Terms and Conditions enclosed herewith)

- Category A** **Category B** **Category C** **Category D**

Commencement Date (DD/MM/YY) _____

Details of Licensee

Company Name _____ ACRA No _____

Address _____

Contact Number / Fax _____ Email _____

Contact Person / Designation _____ Mobile _____

Name(s) and address (es) of premises where the On-Demand Systems are located
*(*if different from address stated above)*

_____ System Supplier _____

Total capacity (as stated in Public Entertainment Licence and/or SCDF Occupancy Load *) _____

** Please enclose a photocopy of the PELU and/or SCDF Occupancy Load to this licence application.*

To: MUSIC RIGHTS (SINGAPORE) PUBLIC LIMITED

UEN: 201824573H

The Licensing Department

4 Leng Kee Road #03-06/07 SiS Building Singapore 159088

Tel: 6475 1181 Fax: 6475 1310

We agree to abide by the Terms and Conditions.

We confirm the above information is correct and agree that the information shall form the basis of the Licence issued.

Name: _____

Signature: _____

Designation: _____

Company Stamp : _____

**LICENCE TERMS & CONDITIONS FOR
REPRODUCTION OF MUSIC VIDEOS AND CINEMATOGRAPH FILMS ONTO ON-
DEMAND SYSTEMS**

1. INTERPRETATION

1.1 Unless otherwise modified or qualified in any part herein, the following expressions shall have the meanings stated:

"Agreement" means the agreement between MRSS and Licensee, formed upon acceptance by MRSS of the Licence Application Form and upon payment by Licensee of the requisite Licence Fee, which shall be governed by the terms and conditions herein, together with any other documents expressly incorporated as part of the same;

"Back-up Database" means a single computer or hard disk unit (or such other record or records as may be agreed in writing between MRSS and the Licensee) storing back-up copies of the Music Video and/or Cinematograph Film onto the On-Demand System;

"Business Day" means a day (other than a Saturday or Sunday or any public holiday in Singapore) commencing at 9.00 am and finishing at 5.00 pm;

"Cinematograph Film" means a cinematograph film comprised in the Repertoire;

"Commencement Date" means the date identified as such in the Licence Application Form;

"Confidential Information" means information marked or otherwise identified in writing by MRSS as proprietary or confidential or which, under the circumstances surrounding the disclosure, ought to be regarded as proprietary or confidential, and includes without limitation, the Repertoire, the terms of this Agreement, any directions issued by MRSS in connection with the any Music Video and/or Cinematograph Film or the On-Demand System, but does not include information which Licensee can, to the reasonable satisfaction of MRSS, demonstrate to be information that:

- (a) Licensee has developed independently;
- (b) was known to Licensee prior to its being disclosed by MRSS; or
- (c) is publicly available or is received from a source other than MRSS, and in all cases other than by a breach of an obligation of confidentiality and through no fault of Licensee;

"Copyright" means the entire copyright subsisting under the laws of Singapore and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world;

"Fade-down Section" means that section at the end of any Music Video and/or Cinematograph Film during the course of which the volume of sounds on the Music Video and/or Cinematograph Film are progressively decreased to the point of silence;

"Fade-up Section" means that section at the beginning of any Music Video and/or Cinematograph Film during the course of which the volume of sounds on the Music Video and/or Cinematograph Film are progressively increased from the point of silence;

"Fixed Commercial Premises" means the fixed physical location within the Territory referred to as such in the Licence Application Form (if applicable);

"ISRC" means the International Standard Recording Code (ISO 3901);

"Music Video" means a Music video comprised in the Repertoire;

"On-Demand System" means the computer or hard disk unit (or such other record or records as may be agreed in writing between MRSS and the Licensee) on which copies of one or more Music Video and/or Cinematograph Film are stored in accordance with this Agreement;

"Licence" means the licence granted to Licensee to reproduce the Music Video and/or Cinematograph Film onto On-Demand System in accordance with this Agreement, in the form as may be prescribed by MRSS from time to time;

"Licence Application Form" means the licence application form in the form as may be prescribed by MRSS from time to time, as has been duly completed by Licensee and accepted by MRSS;

"Licence Fee" means the licence fee determined by MRSS in accordance with Clause 4;

"Licensee" means the entity identified as such in the Licence Application Form;

"Personal Data" means data, whether true or not, about an individual who can be identified from that data or from that data and other information to which a party has or is likely to have access;

"Record Companies" means those of the companies listed in Schedule A (as may be amended from time to time as notified by MRSS to Licensee during the term of this Agreement) being the copyright proprietors or exclusive licensees in Singapore of any relevant Music Video and/or Cinematograph Film comprised in the Repertoire, and a "Record Company" shall be one of such company;

"Renewal Term" shall have the meaning ascribed to it in Clause 2.5;

"Repertoire" means those Music videos and/or cinematograph films the copyright in which is owned by or exclusively licensed to the Record Companies in the Territory, subject always to Clauses 4.3 and 5.1(e);

"MRSS" Music Rights (Singapore) Public Limited.; and

"Territory" means the Republic of Singapore.

1.2 In this Agreement, except where the context otherwise requires or unless otherwise specified:

- (a) references to legislation or to any provision of legislation include modifications or re-enactments of, substitutions for, and all statutory instruments issued under, that legislation or provision as from time to time amended modified extended or re-enacted whether before or after the date of this Agreement;
- (b) words denoting the singular include the plural and vice versa;
- (c) "person" includes natural persons, companies and any other corporate or unincorporate organised group. Words denoting individuals include corporations, unincorporated associations, sole proprietorships and partnerships and vice versa;
- (d) a reference to an interest of two or more persons confers that interest jointly and severally and a reference to an obligation imposed on any two or more persons (including without limitation, any partnership) imposes that obligation jointly and severally;
- (e) references to Clauses and Schedules relating to this Agreement are references to clauses of and schedules to this Agreement. Headings do not affect interpretation;
- (f) references to documents or agreements (including this Agreement) include references to amendments, novations, replacements and supplementary documents or agreements;
- (g) references to any party to this Agreement or to any other document or agreement include its successors and permitted substitutes or assigns;
- (h) "writing" and cognate expressions include all means of reproducing words in a tangible and permanently visible form;
- (i) derivatives from a word given a certain meaning or interpretation, have a corresponding meaning or interpretation;
- (j) any period dating from a given day or the day of an act or event, is calculated exclusive of that day;
- (k) the words "other" and "otherwise" are not to be construed ejusdem generis with any foregoing words where a wider construction is possible;
- (l) references to liability are to include any liability whether actual, contingent, present or future;
- (m) a reference to a day commences at midnight Singapore time and ends 24 hours later;

- (n) a reference herein to a term used in the Copyright Act (Cap. 63) shall bear a corresponding meaning;
- (o) time shall be of the essence in connection with the performance by Licensee of its obligations under this Agreement; and
- (p) a reference to S\$ is a reference to Singapore dollars.
2. **GRANT OF LICENCE**
- 2.1 Subject to the due and timely performance by Licensee of all of its obligations hereunder and the terms of this Agreement, including in particular but without limitation, the timely receipt by MRSS of all fees payable by Licensee in connection with this Agreement, MRSS agrees to grant, for so long as this Agreement continues in force, a non-exclusive licence to Licensee to reproduce and use ONE copy of each of the Music Videos and Cinematograph Films onto the On-Demand System and Back-Up Database, PROVIDED ALWAYS that Licensee at all times during the term of such licence has acquired and owns a licensed record containing an authorised reproduction of each of the Music Videos and Cinematograph Films so reproduced, or has acquired lawful downloads of the Music Videos and Cinematograph Films directly onto the On-Demand System and Back-Up Database.
- 2.2 The On-Demand System and Back-Up Database are for the sole use of the Licensee.
- 2.3 The reproduction of the Music Videos and Cinematograph Films and the operation of the On-Demand System and Back-Up Database shall be confined within the Fixed Commercial Premises within the Territory.
- 2.4 This Agreement (and the aforesaid Licence) shall commence on the Commencement Date and shall terminate on the lapse of the licence term as specified in the Licence.
- 2.5 The term of this Agreement shall thereafter be automatically successively extended for the same licence term as specified in the Licence (each a "**Renewal Term**") upon payment of the Licence Fees and subject to the due and timely performance by Licensee of its obligations hereunder, PROVIDED ALWAYS that:
- (a) either Licensee or MRSS may give written notice to the other party not later than two (2) months before the expiration of this Agreement (and any renewed term thereof) that it does not wish to extend the term of this Agreement, in which event this Agreement shall terminate on the lapse of the licence term as specified in the Licence; and
- (b) MRSS may by written notice to Licensee before the expiry of the prevailing term of the Agreement inform Licensee of the terms upon which it is prepared to extend the term of this Agreement (including without limitation, the licence fees payable in connection with the extended term), which Licensee shall be deemed to accept unless it terminates this Agreement prior to the commencement of the extended term, and the terms as revised by MRSS shall apply in all respects in relation to the extended term.
- 2.6 For the avoidance of doubt, all rights and licenses not specifically and expressly granted to and conferred upon Licensee by this Agreement are for all purposes reserved to MRSS and/or the Record Companies. Nothing contained in this Agreement may be construed as conferring upon Licensee any right or interest save as set out in Clause 2.1. For the avoidance of doubt, the Licence does not extend to, among other things:
- (a) transfer of Music Video and/or Cinematograph Film to third parties;
- (b) reproduction and/or use of record album covers, photographs or artwork related to any Music Videos and/or Cinematograph Films;
- (c) use of or the doing of any act comprised in the copyright to any musical, literary or other original work or other subject matter comprised in any of the Music Videos and/or Cinematograph Films;
- (d) use of any trade marks, names, words, marks, signs, emblems, devices, symbols or other identification owned by or relating to MRSS and/or the Record Companies; or
- (e) any other rights comprised in the copyright to the Music Videos and/or Cinematograph Films.
- 2.7 MRSS may, but shall not be obliged, from time to time and at its sole discretion include new Music Video and/or Cinematograph Film in the Repertoire. In such event, for the avoidance of doubt, Licensee may not, unless it has acquired and owns a licensed record of the said Music Video and/or Cinematograph Film, or has acquired a lawful download of the Music Video and/or Cinematograph Film directly onto the On-Demand System, reproduce the same onto the On-Demand System and/or Back-up Database.
- 2.8 It shall be the Licensee's sole responsibility to inform itself of the Music Video and/or Cinematograph Film at any given time during the term of this Agreement.
- 2.9 It shall be a continuing condition of this Agreement that the Licensee undertakes and agrees throughout the term of this Agreement:
- (a) not to engage in, authorise or permit the reproduction of pirate, counterfeit or bootleg Music Video and/or Cinematograph Film;
- (b) not to authorise, permit or encourage the distribution and/or sale of pirate, counterfeit or bootleg Music Video and/or Cinematograph Film; and
- (c) not to make or to authorise, permit or encourage any other person to make any unauthorised copy of any Music Video and/or Cinematograph Film.
3. **REPRODUCTION OBLIGATIONS**
- 3.1 Licensee hereby warrants, represents and undertakes that it shall:
- (a) reproduce each Music Video and/or Cinematograph Film in its entirety provided that the Fade-down Section of any Music Video and/or Cinematograph Film may be subject to the use of premature fade and cross-faded or overlapped with the Music Video and/or Cinematograph Film following immediately thereafter provided that the period of audible cross fade or overlap does not exceed two (2) seconds;
- (b) not reproduce Music Video and/or Cinematograph Film in such a way as to accelerate the rate of the Fade-up Section at the commencement of any Music Video and/or Cinematograph Film;
- (c) ensure that all reproductions of Music Video and/or Cinematograph Film onto the On-Demand System or Back-up Database will be of sufficient technical standard so that the quality of the original Music Video and/or Cinematograph Film is reasonably preserved;
- (d) not mix, remix, segue, edit, change or otherwise manipulate any Music Video and/or Cinematograph Film so that they are different from those on the original Music Video and/or Cinematograph Film; and
- (e) comply with MRSS' guidelines which may be issued from time to time for devices holding copies of Music Video and/or Cinematograph Film and in particular as to the security of such copies.
- 3.2 The Back-up Database shall be used solely to back-up the On-Demand System.
- 3.3 All copies of Music Video and Cinematograph Film on the On-Demand System at the Commencement Date (other than those reproduced as a result of a lawful download of the Music Video and/or Cinematograph Film directly onto the On-Demand System) shall be deemed to have been reproduced pursuant to this Licence but nothing in this Clause shall waive any rights of MRSS or the Record Companies in respect of any unauthorised reproduction of any Music Video and/or Cinematograph Film onto the On-Demand System (or the retention of such copies) prior to the Commencement Date.
- 3.4 All copies of Music Video and Cinematograph Film on the Back-up Database at the Commencement Date shall be deemed to have been copied pursuant to this Licence but nothing in this Clause shall waive any rights of MRSS or the Record Companies in respect of any unauthorised reproduction of Music Video and/or Cinematograph Film onto the Back-up Database (or the retention of such copies) prior to the Commencement Date.
- 3.5 Licensee acknowledges that nothing in this Licence shall prevent MRSS from requiring as a condition of any further licences that the Licensee's copies of Music Video and/or Cinematograph Film are subject to digital rights management.
4. **LICENCE FEES**
- 4.1 In consideration of the grant of the Licence, Licensee shall pay to MRSS without deduction, demand or setoff, time being of the essence, a non-refundable licence fee calculated in accordance with Schedule B, which shall be due and payable by Licensee to MRSS immediately upon notification by MRSS (the "**Licence Fee**") and, as the case may be, upon the commencement of each successive Renewal Term, subject to any modifications to these terms as may be notified by MRSS to Licensee.
- 4.2 The aforesaid Licence Fee is exclusive of goods and services tax and other ad valorem taxes and duties, all of which shall be paid at the applicable rate by Licensee. For the avoidance of doubt, all costs and expenses associated with the acquisition, installation, operation and maintenance of the On-Demand System and/or Back-up Database (and any hardware, software and any other equipment therein comprised) shall be exclusively borne by Licensee.
- 4.3 MRSS may from time to time and in its sole and absolute discretion remove one or more Music Video and/or Cinematograph Film from the Repertoire. In such event, Licensee shall at its own cost immediately remove the same from the On-Demand System and Back-up Database. Licensee shall not in connection with any such removal be entitled to a refund of any part of the Licence Fee.
- For the avoidance of doubt, Licensee shall not under any circumstances be entitled to any refund of any part of the Licence Fee, nor shall Licensee
- 4.4 upon the termination of this Agreement or the cessation of Licensee's business or the relinquishment of this Licence, be entitled to transfer the Licence to any third party, whether in whole or in part.
- 4.5 Upon payment of the Licence Fees and subject to the due and timely performance by Licensee of its obligations hereunder, MRSS will issue to the Licensee a Licence. Licensee shall at all times ensure that such licence is prominently displayed at its premises.
5. **OTHER OBLIGATIONS OF LICENSEE**
- 5.1 In addition to its obligations set forth elsewhere in this Agreement, Licensee hereby warrants and undertakes to MRSS as follows:
- (a) the information supplied in the Licence Application Form is true and correct. Licensee shall immediately notify MRSS in the event of any change in respect thereof;
- (b) Licensee shall not:
- (i) commit any act which deliberately encourages or induces taping or recording or re-recording of any Music Video and/or Cinematograph Film;
- (ii) use any Music Video and/or Cinematograph Film in such a way as may be taken to imply that any goods, products or services other than the Music Video and/or Cinematograph Film are endorsed advertised or associated with the Music Video and/or Cinematograph Film or any artiste whose performance is contained on the Music Video and/or Cinematograph Film or any other party who owns rights in connection with the Music Video and/or Cinematograph Film;
- (iii) Music any advertising or promotional material onto the On-Demand System;
- (iv) use any Music Video and/or Cinematograph Film as any form of product endorsement, as a signature tune for promotional spots for events, or as a trade mark or brand;
- (v) distribute sell, hire, loan, issue to the public or otherwise dispose of or exploit any Music Video and/or Cinematograph Film otherwise than in accordance with this Licence; and
- (vi) download copies of any Music Video and/or Cinematograph Film from unauthorised websites or from unlicensed peer-to-peer networks;
- (c) Licensee shall:
- (i) exercise proper discretion in the choice and use of the Music Video and/or Cinematograph Film so as not to denigrate the artistic integrity of any copyright works or any performance embodied on any Music Video and/or

- Cinematograph Film nor to subject any copyright works or performance embodied on any Music Video and/or Cinematograph Film to derogatory treatment;
- (ii) reproduce as part of any Music Video and/or Cinematograph Film any coding incorporated on that Music Video and/or Cinematograph Film which is intended to identify the Music Video and/or Cinematograph Film or prevent or discourage its unlawful copying;
 - (iii) indemnify and keep indemnified MRSS against any action, claim, costs, damages losses or expenses incurred by reason of any breach or non-observance of any of the terms and conditions of this Licence;
 - (iv) inform MRSS of any breach of MRSS' rights or the rights of the Record Companies in the Repertoire or other illegal activities concerning the rights of MRSS or the Record Companies in the Repertoire which comes to the notice of Licensee; and
 - (v) inform MRSS in writing of any change in Licensee's professional or trade name;
- (d) MRSS shall have the right to from time to time require that Licensee install additional software and/or hardware to monitor the use of the Music Video and/or Cinematograph Film in the On-Demand System, identify or watermark the same and/or to incorporate digital rights management technology in connection with the Music Video and/or Cinematograph Film, On-Demand System and/or Back-up Database. Licensee hereby consents to the installation of such software and/or hardware and the reporting of information generated by such software and/or hardware to MRSS, and undertakes to not tamper, hinder or interfere with the operation of the same, its collection of data, and/or any reports generated by it. The cost of acquiring, installing and integrating such software and/or hardware with the On-Demand System and/or Back-up Database so that it shall operate as intended by MRSS, and any other associated telecommunications or other charges shall in the absence of any agreement in writing to the contrary be borne by Licensee;
- (e) in the event that MRSS notifies Licensee that any Music Video and/or Cinematograph Film is to be removed, Licensee shall immediately cease all use and remove the same at its own cost and expense; and
 - (f) Licensee shall not sell, export, or otherwise part possession with the On-Demand System or Back-up Database, or alter, edit or manipulate the Music Video and/or Cinematograph Film by digital or any other means, save for use of digital compression techniques approved by
 - (g) MRSS in the storage of such Music Video and/or Cinematograph Film on the On-Demand System. Licensee shall not authorise any infringement of any copyright in the Music Video, Cinematograph Film and/or any works or other subject matter comprised therein.
- 5.2 Licensee expressly accepts and acknowledges that all and any Music Video and/or Cinematograph Film stored in the On-Demand System, Back-up Database or elsewhere in breach of any of the conditions of this Agreement shall be deemed to be illegal and/or infringing copies under the Copyright Act (Cap. 63).
- 6. RECORDS AND INSPECTION**
- 6.1 Licensee agrees to maintain complete and accurate records of all matters pertaining to the reproduction of any Music Video and/or Cinematograph Film onto the On-Demand System or Back-up Database and the operation of the On-Demand System or Back-up Database.
- 6.2 On or before the 1st day of April following the end of each calendar year (or, in the event the Agreement is terminated before the end of the calendar year, within two (2) months of the date of Music), Licensee shall provide to MRSS a statement setting out the entire list of Music Video and/or Cinematograph Film stored in the On-Demand System at any point during that calendar year, together with the following information for each Music Video and/or Cinematograph Film in the form as may be prescribed by MRSS from time to time:
- (a) the title of the Music Video and/or Cinematograph Film;
 - (b) the artiste/artistes or group;
 - (c) the label upon which the Music Video and/or Cinematograph Film is issued;
 - (d) the ISRC number;
 - (e) the period when the Music Video and/or Cinematograph Film was available in the On-Demand System;
 - (f) the frequency of play; and
 - (g) such other information as MRSS may designate.
- 6.3 On or before the 1st day of April following the end of each calendar year (or, in the event the Agreement is terminated before the end of the calendar year, within two (2) months of the date of termination), upon written request by MRSS, Licensee shall additionally provide to MRSS a venue return in the form as may be prescribed by MRSS from time to time, setting out the name(s) and address(es) (including postal codes) of each venue within the Territory at which the Licensee has provided the service, the dates and times when the service was provided, and the name(s) of the customer(s) to whom the service was provided.
- 6.4 MRSS and/or its duly authorised agents shall be entitled, upon prior notice and during reasonable business hours, to enter into Licensee's premises and/or if applicable the Fixed Commercial Premises, to inspect, make extracts and take copies of such books and records (including such records stored in a computer system, the On-Demand System, and/or the Back-up Database) for the purpose of verifying Licensee's On-Demand and/or compliance with the terms of this Agreement. Such inspection may be made notwithstanding the termination of this Agreement. Licensee shall provide all assistance necessary to MRSS and/or its duly authorised agents to access the records referred to hereunder (including information protected by encryption or passwords).
- 7. LICENSEE'S WARRANTIES**
- 7.1 Licensee hereby warrants, represents and undertakes to MRSS and the Record Companies that:
- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and no limitation on its powers will be exceeded as a result of its entering into this Agreement;
 - (b) the execution, delivery and performance by it of this Agreement and the performance of its obligations under this Agreement have been duly authorised and do not contravene or conflict with:
 - (i) if it is a corporation, its memorandum and articles of association or other equivalent constitutional documents;
 - (ii) any existing law, statute, rule or regulation or any judgment, decree or permit to which it is subject; and
 - (iii) the terms of any agreement or other document to which it is a party or which is binding upon it or any of its assets;
 - (c) this Agreement is valid, binding and enforceable against it in accordance with its terms;
 - (d) it shall obtain the prior written approval of MRSS before any change in the ownership or control of Licensee; and
 - (e) in the event of any breach or non-performance by Licensee of its undertakings, warranties or obligations under this Agreement, Licensee undertakes to indemnify MRSS and the Record Companies and keep them fully indemnified from and against all action, proceedings, claims, demands, costs, awards and damages however arising directly or indirectly from such breach or non-performance.
- 7.2 Licensee hereby agrees and acknowledges that a breach of any of the warranties under Clause 7.1 shall be deemed to be a material breach of this Agreement for the purposes of Clause 9.1(a).
- 8. CLAIMS**
- 8.1 Licensee shall immediately notify MRSS of any claim or threat of legal proceedings against Licensee in connection with any of the Music Video and/or Cinematograph Film or the exercise of the Licence granted to it under this Agreement. Licensee shall give MRSS its fullest cooperation, including but not limited to the obtaining or the giving of evidence in court in any ensuing legal action, and shall not do anything to settle or compromise MRSS' or the Record Companies' legal position in relation thereto.
- 8.2 Notwithstanding anything in this Agreement, to the maximum extent permitted by law, MRSS' liability to Licensee, if any, in connection with any loss, claim or damage arising under or in connection with this Agreement shall be limited, in aggregate, to a sum equivalent to the Licence Fees actually paid and duly received by Licensee, provided always that MRSS shall not be liable for any loss, claim or damage Licensee may suffer in connection with any loss of data, loss of profits, loss of goodwill, loss of business or business opportunity, or indirect losses or consequential damages of any kind, regardless of the cause thereof, including but not limited to the negligence of MRSS, and even if it has been advised of the possibility of such damages.
- 9. TERMINATION**
- 9.1 MRSS shall have the right at any time during the continuance of this Agreement to terminate this Agreement (and the Licence herein) forthwith by written notice to Licensee in any of the following events:
- (a) if Licensee commits a material breach of any term of this Agreement and if it is possible to remedy the breach, fails to remedy that breach within thirty (30) days of notice of the breach being given to Licensee by MRSS;
 - (b) if an order or petition for the winding-up of Licensee is applied for or made, or a voluntary arrangement is proposed or approved or a judicial management or administration order is made, or a liquidator, receiver, administrator or judicial manager is appointed over any of Licensee's assets or undertakings or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which would entitle the court or a creditor to appoint a liquidator, receiver, administrator or judicial manager or to present a winding-up petition or make a winding-up order or other similar or equivalent action is taken against or by Licensee by reason of its insolvency or in consequence of debt;
 - (c) if any third party takes any action against Licensee including but not limited to the commencement of legal proceedings to enforce or foreclose any lien or mortgage over or in respect of any property of Licensee, or to enter or seek to enter into possession thereof;
 - (d) if Licensee fails to comply with any of the requirements set forth in Clauses 2, 3, 4, 5 or 6;
 - (e) if Licensee parts possession with the On-Demand System and/or Back-up Database without the prior written consent of MRSS;
 - (f) if Licensee reproduces or uses in connection with the On-Demand System or Back-up Database any Music video and/or cinematograph film without the consent of the relevant copyright proprietor or licensee thereof (whether or not a Record Company);
 - (g) if Licensee uses the On-Demand System or Back-up Database otherwise than as expressly permitted in this Agreement;
 - (h) if Licensee purports to assign its rights hereunder (whether in whole or in part) without the prior written consent of MRSS; or
 - (i) if the prior written approval of MRSS is not sought or not given for any change in the ownership or control of Licensee and such change occurs.
- 9.2 Upon the termination of this Agreement for any reason whatsoever, including the expiry of the Licence:
- (a) Licensee shall immediately cease all use of the Music Video and/or Cinematograph Film and any other software provided by MRSS;
 - (b) Licensee shall immediately upon the direction of MRSS erase, destroy or render useless all reproductions of the Music Video and/or Cinematograph Film made by Licensee (and whether pursuant to this Agreement or not), and such that any such reproductions cannot be heard or otherwise viewed through playing or other use of any equipment or device, and produce evidence satisfactory to MRSS

confirming Licensee's performance of the obligations herein, together with a statutory declaration affirming such destruction in a form acceptable to MRSS. If requested in writing by MRSS, such destruction or erasure shall be conducted in the presence of MRSS representatives who shall be entitled to inspect and verify that such erasure or destruction has been effective. Copies of Music Video and/or Cinematograph Film left on the On-Demand System or Back-up Database after expiry or termination shall be deemed to be infringing copies;

- (c) Licensee shall upon prior notice, allow MRSS and/or its representatives, to inspect any of Licensee's records, computer systems, devices and/or equipment (including, without limitation, the On-Demand System and the Back-up Database) for the purpose of verifying compliance its obligations hereunder; and
- (d) Licensee shall continue to perform and observe those of its covenants and obligations which survive termination or contemplate or are capable of operation after termination, and accordingly, all such provisions shall continue in full force and effect after termination and expiration of this Agreement.

9.3 The rights of termination provided in this Clause 9.1 shall not be exclusive and are in addition to any of the other rights provided by this Agreement or by law. The termination of this Agreement shall not prejudice the rights and remedies of MRSS in respect of any breach or antecedent breach by Licensee of any of its obligations under this Agreement. The termination or expiration of this Agreement shall in no way relieve Licensee from its obligations to pay MRSS any sums accrued hereunder prior to such termination or expiration.

10. GENERAL

- 10.1 If any payment due from Licensee to MRSS under this Agreement is overdue, Licensee will pay to MRSS, in addition to the overdue amount, daily interest on such amount from the date it was due until paid at a rate of one percent per month (1% p.m.), calculated on a daily basis. Entitlement to such interest will be in addition to any other remedies MRSS may have against Licensee.
- 10.2 MRSS shall be entitled to set-off from any sums payable to Licensee any amounts due from Licensee to MRSS (in each instance, whether due under this Agreement or otherwise).
- 10.3 The parties hereto are independent contractors and neither party is a partner or joint venturer or employee or agent of the other nor is Licensee entitled to act as MRSS' agent nor shall MRSS be liable in respect of any representation act or omission of Licensee of whatever nature. For the avoidance of doubt, Licensee shall have no authority, express or implied, to assume or create any obligation or liability on behalf of MRSS and shall have no authority to represent MRSS in any other capacity except as expressly provided herein.
- 10.4 MRSS may assign this Agreement or any interest herein, in part or in whole. MRSS may transfer its obligations under this Agreement or any part thereof without the prior consent of Licensee. Licensee agrees to execute such documents as are reasonably necessary to release MRSS to the extent of the transfer and to join the transferee as a party hereto.
- 10.5 Licensee may not assign this Agreement or any interest herein, in part or in whole, without the prior written consent of MRSS. Licensee may not sub-licence the Licence granted hereunder. Any such purported assignment or sub-licence in breach of this clause shall be void and without effect whether as against MRSS or otherwise.
- 10.6 No failure or delay on the part of MRSS to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law. Any consent by MRSS to waive a breach must be in writing and signed by it but such a waiver shall not constitute or be deemed to be a waiver of any other different or subsequent breach whether or not of the same kind as the original breach.
- 10.7 This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements between them relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly contained in this Agreement, and each party acknowledges that it has not relied on any representations not recorded herein in entering into this Agreement. Save as provided herein, no change to this Agreement may be made except in writing signed by duly authorised representatives of both parties.
- 10.8 This Agreement is subject to and shall be interpreted under the laws of the Republic of Singapore.
- 10.9 Nothing in this Agreement shall be construed to create any duty to, standard of care with respect to, or any liability to any person who is not a party to this Agreement, save

by Licensee to the Record Companies. Without limiting the generality of the foregoing, apart from the Record Companies, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any provisions of this Agreement.

- 10.10 Both parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

11. NOTICES

11.1 Any and all notices required or permitted under this Agreement shall be in writing and in English and shall be posted by recorded delivery or registered post or hand delivered or sent by facsimile to the respective parties at the addresses set out in the Licence Application Form (unless and until a different address has been designated by written notice to the other party). Such notices shall be taken to have been given or sufficiently served:

- (a) where delivered by hand, at the time of delivery;
- (b) where sent by facsimile transmission, at the time recorded on the transmission result report unless:
 - (i) within twenty-four (24) hours of that time the recipient informs the sender that the transmission was received in an incomplete or garbled form; or
 - (ii) the transmission result report suggests a faulty or incomplete transmission;
- (c) where sent by registered mail, on the seventh day after the date of acceptance of the notice for posting by the relevant postal authority,

but if delivery or receipt is on a day other than a Business Day or is later than 4 pm (local time) on a Business Day, the notice is deemed to be given on the next Business Day.

11.2 This Clause 11 shall also apply in respect of any originating processes made or given under or in connection with this Agreement by MRSS and shall be deemed to have been sufficiently served upon Licensee (whether within or outside Singapore) where served in accordance therewith.

12. CONFIDENTIALITY

12.1 Licensee shall at times retain in confidence, and shall not without the prior consent of MRSS disclose to any third party or otherwise use any and all Confidential Information, but nothing herein shall prevent disclosure by Licensee of any such information in compliance with a legal requirement of a government agency or otherwise where disclosure is required by compulsion of law, but only to the extent necessary to comply with such requirement, and Licensee shall provide MRSS at least ten (10) Business Days' prior written notice of such disclosure, specifying any applicable exception(s) and circumstances relating thereto.

12.2 Licensee shall promptly notify MRSS if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Confidential Information and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person for breach of confidence.

12.3 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any expiry or termination of this Agreement.

13. PERSONAL DATA

13.1 If to any extent Licensee collects, uses and/or discloses Personal Data in connection with the performance of its obligations under this Agreement, Licensee agrees and undertakes to comply with all applicable data protection and privacy laws and regulations in connection with any Personal Data, including obtaining, maintaining and complying with all consents in connection therewith, at its own cost and expense.

13.2 Licensee agrees and acknowledge that by providing Personal Data to MRSS in connection with this MRSS and/or otherwise for the application of the Licence, Licensee consents to MRSS and its respective business partners and agents (collectively, the "**MRSS Representatives**") collecting, using and disclosing such Personal Data for purposes reasonably required by MRSS and/or MRSS Representatives to enable MRSS and/or MRSS Representatives to provide the services contemplated hereunder and/or perform their respective obligations under this Agreement.

SCHEDULE A

LIST OF RECORD COMPANIES

For the purposes of this Agreement, the “Record Companies” shall from time to time comprise those of the companies listed herein (as may be amended from time to time as notified by MRSS to Licensee during the term of this Agreement) as shall be the copyright proprietors or licensees of any relevant Music Video and/or Cinematograph Film, and a “Record Company” shall be one of such company:

1. Amusic Creative Team Pte Ltd
2. Banshee Empire Pte Ltd
3. Brocita Enterprise Pte Ltd
4. Cross Ratio Entertainment Pte Ltd
5. EQ Music & Media Pte Ltd
6. Evolution Singapore Pte Ltd
7. Forward Music Pte Ltd
8. Funkie Monkeys Productions Pte Ltd
9. HIM Music International Pte Ltd
10. Hype Records Private Limited
11. KRU Singapore Pte Ltd
12. Nelumbo Records LLP
13. Ocean Butterflies Music Pte Ltd
14. Royal Entertainment (S) Pte Ltd
15. Rock Records (S) Pte Ltd
16. Sony Music Entertainment Singapore Pte Ltd
17. Suwah Records Pte Ltd
18. Universal Music Pte Ltd
19. Warner Music Singapore Pte Ltd
20. White Cloud Record Private Limited
21. Wise Entertainment Pte Ltd

**TARIFFS FOR THE REPRODUCTION OF MUSIC VIDEOS AND CINEMATORGRAPH FILMS ONTO
ON-DEMAND SYSTEMS**

(wef 1st Jan 2019)

Category A	
Nightclubs, Discotheques, Pubs and Lounges, etc.	
Seating Capacity	Rate (per location per annum)
1 – 60	S\$ 450
61 – 120	S\$ 900
121 and above	S\$ 1,350
Category B	
Food Courts, Café, Restaurants, Fitness Clubs, Function Rooms in Hotel or Shopping Mall	
S\$ 750 (per location per annum)	
Category C	
Chain Stores, Departmental Stores	
No. of Monitors	Rate (per location per annum)
1 monitor	S\$ 100
3 monitors and below	S\$ 200
5 monitors and below	S\$ 250
6 monitors and above	S\$ 325
Video Wall / Projectored Wall	S\$ 825
Category D (ad-hoc)	
Events where Music Videos offered on an ad hoc basis:	
Licence for exhibitions, trade shows etc	S\$ 650/ week, subsequent weeks at S\$ 270
One-off single event	S\$ 55/ day, S\$ 165/ month

In the event that the Licence Term is less than one (1) calendar year (ie. 3, 6 or 9 months), the Licence Fee payable shall be pro-rated accordingly to the Licence Fee computed on a per annum basis, unless otherwise specified by MRSS.

Notes:

1. MRSS shall have the sole discretion of determining which category an establishment falls into.
2. Capacity is taken to be the approved occupant load according to the Public Entertainment Licence and/or Occupancy Load from SCDF
3. Licensee shall not under any circumstances be entitled to any refund of any part of the Licence Fee, nor shall Licensee, upon the termination of this Agreement or the cessation of Licensee's business or the relinquishment of this Licence, be entitled to transfer the Licence to any third party, whether in whole or in part.
4. The applicable Licence Fees are subject to revision from time to time by MRSS upon written notice and shall, unless otherwise stated, apply in respect of any Renewal Term.
5. Tariffs are payable in advance unless otherwise stated.
6. All tariffs are subject to GST at the applicable rate.