

MASTER TERMS AND CONDITIONS OF LICENCE AGREEMENT

BruMusic Copyright Sdn Bhd (“BruMusic”) is a copyright collective management organisation incorporated in Brunei Darussalam representing record producers. BruMusic has been authorised by BeAT Berhad (“BeAT”), the society representing music authors and composers, to license on their behalf (together referred to as “Licensors”)

1. BeAT and BruMusic are organisations incorporated under the laws of the Nation of Brunei Darussalam which administer the reproduction rights, public performance rights, broadcast rights (including inclusion in a cable programme service) and/or communication to the public rights in musical works, and sound recordings and/or audiovisual contents respectively in Brunei Darussalam, having been assigned, licensed or granted the right to license the aforesaid rights by the holders of the aforesaid rights and/or foreign affiliates (the “Rights”).
2. Pursuant to a memorandum of agreement, the Licensors agreed that BruMusic shall issue joint licences and collect royalties from users of the Rights on its own behalf and on behalf of BeAT.
3. The Licensee desires to obtain a non-exclusive licence from the Licensors to perform, show or play and/or cause to be performed, showed or played in public musical works, sound recordings and/or audiovisual contents that are within the repertoires that the Licensors administer, and to reproduce the said musical works, sound recordings, and/or audiovisual contents solely for the aforesaid purposes.

Without prejudice to licensing terms and conditions stated in BruMusic’s Licence Agreement (“Terms and Conditions of Licence Agreement”), the following terms and conditions (“Master Terms and Conditions”) shall apply and be binding on all applicants of BruMusic (“Licensee”) –

1. DEFINITION

1.1 In this Licence Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

Audiovisual Contents	means works embodying both visual component and sound recording component, including music videos and karaoke videos and those works which are protected as “films” under the Copyright Law, whether existing now or coming into existence in the future, the copyright of which is owned or controlled, wholly or partly, by entities that BruMusic or a Foreign Affiliate represents.
Copyright Law	means the Emergency (Copyright) Order 1999 of Brunei Darussalam, as amended from time to time.
Foreign Affiliates	Music licensing bodies or collecting societies and other right holders located outside Brunei Darussalam and represented by the Licensors in Brunei Darussalam.
Musical Works	means the musical works and compositions and/or any associated literary works (i.e. lyrics) and/or works composed for musical accompaniment, whether existing now or coming into existence in the future, the copyright of which is owned or controlled, wholly or partly, by a member of BeAT or a Foreign Affiliate.
Sound Recordings	Means the sound recordings bearing the meaning accorded by the Copyright Law whether existing now or coming into existence in the future, the copyright of which is owned or controlled, wholly or partly, by entities that BruMusic or a Foreign Affiliate represents.

1.2 Unless the context requires otherwise

- a) words importing the singular number only shall include the plural number, and vice versa;
- b) words importing masculine gender only shall include the feminine gender and words importing persons shall include bodies corporate, partnerships and unincorporated associations and whether domiciled in Brunei Darussalam or elsewhere;
- c) a reference to any of the words “include”, “includes” and “including” is read as if followed by the words “without limitation”; and
- d) the headings are inserted for convenience only and shall not affect the construction of this Licence Agreement.

2. GRANT OF LICENCE

2.1 Subject to the provisions hereunder on termination and renewal, the Licensors shall grant to the Licensee a non-exclusive licence to perform, show and play and/or cause to be performed, showed and played in public Musical Works, Sound

Recordings and/or Audiovisual Contents at the venue/Event(s) in accordance with Licence Agreement in Brunei Darussalam and reproduce such Musical Works, Sound Recordings and/or Audiovisual Contents solely for the aforesaid purposes, for a term of one (1) year starting from the date first written above, provided the Licensee shall pay the licence fee as stipulated under Clause 3 (**the “Licence Fee”**) to the Licensors for the said uses.

2.2 The territorial scope of the licence hereunder granted is limited to Brunei Darussalam.

2.3 The licence hereunder granted is strictly limited to the uses specified under Clause 2.1 hereof. Any use other than the licensed uses will require a further licence from the Licensors, failing which the Licensee commits copyright infringement and a breach of this Licence Agreement.

2.4 All rights not expressly hereunder granted are reserved to the Licensors.

3. LICENCE FEE

3.1 The Licence Fee shall be the fees as set out in BruMusic Standard Tariffs which shall be paid in advance by the Licensee within fourteen (14) days from the date of BruMusic’s invoice (**“Due Date”**). If the Licensee fails to make full payment of the amount of Licence Fee as stated in BruMusic’s invoice to BruMusic by the Due Date, BruMusic reserves the right to charge an interest at the rate of 1% per month for the unpaid amount until full repayment.

3.2 The Licence Fee is determined based on the information provided by the Licensee which the Licensee warrants to be true, accurate and complete. BruMusic may reasonably request any supporting document from the Licensee to verify such information, and the Licensee shall provide such document as requested within 14 days from the date of request.

3.3 BruMusic reserves the right to vary the Licence Fee due or payable by the Licensee if there is any change in the way that the Licensee has used or uses the Musical Works, Sound Recordings and/or Audiovisual Contents, or any change to the circumstances for which the Licence Fee has been determined.

3.4 BruMusic, by its auditor or authorised agents or representatives, shall have the right of access during normal business hours, and by arrangement with the Licensee, to any premises to which the licence hereunder granted covers, for the purpose of:

- a) verifying the amount of Licence Fee due or payable by the Licensee;
- b) checking the particulars of any matters upon which the Licence Fee is based on or determined; and/or
- c) checking compliance with this Licence Agreement.

3.5 Unless otherwise expressly stated, all duties, stamp fees, levies and/or taxes related to the Licence Fee or this Licence Agreement shall be borne by the Licensee.

4. RESERVATION OF RIGHTS

The Licensors reserve the right to exclude or withdraw any or all part(s) of the repertoires of any of the entities they represent and/or their members and/or Foreign Affiliates, effective immediately upon written notice to the Licensee. Upon receiving the said written notice, the Licensee shall immediately cease or cause to be ceased the use of the repertoires which are subject to the said notice. For the avoidance of doubt, the Licence Fee shall not be reduced as a result of such exclusion or withdrawal of part(s) of the repertoire.

5. THE LICENSEE’S OBLIGATIONS TO THE LICENSORS

5.1 The Licensee hereby undertakes:

- a) To timely pay the Licence Fee to BruMusic, without any deductions or set-off;
- b) To promptly notify BruMusic in writing of any change in the information and details that have been supplied to BruMusic including any change that may vary the amount of Licence Fee payable. The Licensee shall, in any event, notify BruMusic no later than thirty (30) days after the occurrence of any such change;
- c) To provide to BruMusic usage reports in the prescribed form quarterly and at such times as required by BruMusic;

- d) Not to engage in or authorise or permit any other person to engage in the use or reproduction of the Musical Works, Sound Recordings and/or Audiovisual Contents other than as permitted under this Licence Agreement;
- e) To pay all expenses and/or legal costs incurred by BruMusic to recover any Licence Fee due and owing by the Licensee;
- f) To use the Musical Works, Sound Recordings and/or Audiovisual Contents for the purposes permitted under this Licence Agreement only from lawful sources;
- g) Not to edit, reproduce, re-mix, re-record or alter any Musical Works, Sound Recordings and/or Audiovisual Contents for any purpose unless expressly and specifically permitted by the Licensors;
- h) To display prominently on its premises to which the licence hereunder granted applies any logo, mark or other identification as BruMusic specifies relating to grant of the licence if required by BruMusic;
- i) Not to use or authorise or permit or procure any other person to use any Musical Works, Sound Recordings or Audiovisual Contents in any context which ought reasonably to be considered as likely to be derogatory or detrimental to the Licensors or any members or Foreign Affiliates of the Licensors; and
- j) To inform the Licensors of any infringement of the Rights or other unlawful activities concerning the Rights which come to the notice of the Licensee.

5.2 The Licensee hereby warrants that it has the full right, power and authority to enter into this Licence Agreement, and all information provided to the Licensors from time to time are and shall be accurate and complete.

6. TERMINATION

6.1 The licence hereunder granted will terminate:

- a) on the expiry of the licence term as stipulated under Clause 2.1 unless renewed under the provisions of this Licence Agreement;
- b) immediately upon BruMusic giving a written notice of termination to the Licensee regarding the Licensee's breach of any term of this Licence Agreement which is irremediable;
- c) upon the Licensee failing to remedy any remediable breach of any term of this Licence Agreement within fourteen (14) days of receiving a written notice of such breach issued by BruMusic;
- d) by either BruMusic or the Licensee giving at least one (1) month's prior written notice of termination; or
- e) by the Licensee ceasing to carry on business, becoming a bankrupt or going into liquidation or receivership, or passing resolution for its winding-up.

6.2 The termination of the licence hereunder granted and/or this Licence Agreement shall be without prejudice to any rights that may have accrued prior to termination and no part of Licence Fee paid shall be refunded to the Licensee.

7. RENEWAL

- 7.1 Either party may notify the other party within sixty (60) days prior to the expiry of the licence hereunder granted, of its intent not to renew the licence. The parties shall be deemed to intend and agree to renew the licence in absence of such notice.
- 7.2 BruMusic reserves the right to revise the licence fees for the renewed licence, which shall be communicated to the Licensee in writing before the expiry of the licence hereunder granted if reasonably possible. A new licence agreement incorporating the amended terms and conditions for the renewed licence fee shall be duly executed before the date of termination of the licence hereunder granted.

8. NOTICES

Any notice or other communication under or in connection with this Licence Agreement shall be in writing and shall be delivered personally or sent by post, facsimile or email to the party due to receive the notice or communication as per contact details specified at the Licensee's address as stated in the Licence Agreement or such other address as the Licensee may notify BruMusic or such other contact details as a party may specify by notice in writing to the other. In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly given: upon delivery, if delivered personally at the address referred to above; if sent by mail, three (3) days after posting it; and if sent by facsimile or email, on completion of its transmission.

9. DATA PROTECTION

9.1 The Licensee consents to the Licensors using any information (including personal data) obtained in connection with the licence hereunder granted and/or this Licence Agreement (the "**Information**") for the purposes of –

- a) licensing, administering and enforcing the Rights;
- b) administering the Licensee's relationship with the Licensors including with respect to the licence hereunder granted and this Licence Agreement, any future agreements, matters relating to the Rights, general licensing matters and enquiries;
- c) complying requirements and obligations pursuant to any applicable legislation or regulations in Brunei Darussalam or any other jurisdiction;
- d) conducting the Licensors' businesses including activities for the advancement or promotion of the music industry; and
- e) research and analysis related to the music industry including analysis of the types of consumers, market trends, public preferences, choice or taste in music.

9.2 The Licensee consents and agrees that the Licensors may provide the Information to –

- a) affiliates and subcontractors and/or agents appointed in connection with the matters set out in Clause 9.1(a) to (e) hereof;
- b) law enforcement bodies, law courts or government authorities in relation to any intended or potential action for breach of Licence Agreement or infringement of copyright or otherwise where the Licensors are under a legal obligation to disclose such Information; and
- c) the Licensors' members and other music licensing bodies or collecting societies for the purpose of establishing if further copyright licences are needed and related administration and/or enforcement activities.

10. MISCELLANEOUS

10.1 This Licence Agreement shall be governed by and construed in accordance with the laws of Brunei Darussalam. The Licensors and the Licensee hereby submit to the non-exclusive jurisdiction of the courts of Brunei Darussalam.

10.2 No waiver by any of the parties of any breach of any provision of this Licence Agreement shall be deemed to be a waiver of any other breach. No waiver shall be binding or effective unless made in writing by an authorised representative of the innocent party. No single or partial exercise of any right, power, privilege or remedy precludes any other or further exercise of such or any other right, power, privilege and remedy available to the innocent party. The rights, powers, privileges and remedies in this Licence Agreement are cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to the innocent party at law or in equity.

10.3 No variation or amendment of the Application Form shall bind either party unless agreed to in writing by their respective duly authorised representatives. BruMusic reserves the right to amend the Master Terms and Conditions which shall bind the Licensee provided the amended Master Terms and Conditions is updated on BruMusic's website.

10.4 This Licence Agreement shall not constitute any form of partnership or joint venture between the Licensee and the Licensors.

- 10.5 If any provision (or part thereof) of this Licence Agreement shall be determined by any court of competent jurisdiction to be void or unenforceable all other provisions (and, if part of the provision is so determined to be void or unenforceable, the remainder of that provision) of this Licence Agreement shall nevertheless continue in full force and effect.
- 10.6 Unless with written consent of the Licensors, the licence granted hereby is not assignable or transferrable and may not be sub-licensed by the Licensee. Any attempt to do so shall be void and of no effect.
- 10.7 A person who is not a party to this Licence Agreement has no right under this Agreement to enforce any term of this Licence Agreement unless BruMusic specifically agrees in writing but this does not affect the right or remedy of a third party.
- 10.8 The Licensee irrevocably waives any right it may have to seek a remedy for:
- a) Any misrepresentation which has not become a term of this Licence Agreement; or
 - b) Any breach of warranty or undertaking (other than those contained in the Agreement) whether expressed or implied, unless such misrepresentation was made or such warranty or undertaking was given fraudulently.
- 10.9 Subject to Clause 9, each of the parties undertakes not to disclose the particular terms and conditions set out in this Licence Agreement to any third party, except to the extent as may be reasonably necessary for a party to perform its obligations hereunder, or except as required under laws, rules, regulations or issuances, or upon order from a court or tribunal, or unless such information on the terms hereof is already made available to the general public other than through improper and/or invalid use, communication, disclosure, or dissemination by a party to this Licence Agreement.
- 10.10 The payment obligations, warranties and undertakings of the Licensee shall survive any termination of this Licence Agreement and the terms of this Licence Agreement which by their nature would survive such termination, shall so survive.
- 10.11 The Terms and Conditions appearing on the Application Form read together with this Licence Agreement embodies the entire understanding and all the terms agreed between the parties, and supersedes any previous agreement or understanding (whether oral or written) between the parties, in relation to the subject-matter of this Licence Agreement. If there are any inconsistencies between the Terms and Conditions on the Application Form and this Master Terms and Conditions, this Master Terms and Conditions shall prevail.