



LICENCE TERMS & CONDITIONS FOR THE:-

- (1) REPRODUCTION OF SOUND RECORDINGS; AND**
- (2) REPRODUCTION & PUBLIC PERFORMANCE OF MUSIC VIDEOS**

BY ESTABLISHMENTS FOR DEMONSTRATION PURPOSES

1. Definitions

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

“Agreement”	means the agreement between RIPS and Licensee, formed upon acceptance by RIPS 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;
“Bootleg Sound Recording”	means a sound recording of a performance that was not officially released by the artiste, or under other legal authority, including but not limited to, recordings of live performances, television or radio broadcasts, or material created in private or professional recording sessions;
“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;
“Commencement Date”	means the date identified as such in the Licence Application Form;
“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;
“Counterfeit Sound Recording”	means an unauthorised sound recording that is made with the intent to deceptively represent its contents or origins as authorised or genuine;
“Demonstrate”	means to show and explain how a Portable Media Device works (and the words “demonstration” and “demonstrating” shall be interpreted accordingly);
“Excluded Music Video”	means a music video notified by RIPS to the Licensee in accordance with Clause 4.3 and/or Clause 5.1.5;
“Excluded Sound Recording”	means a sound recording notified by RIPS to the Licensee in accordance with Clause 4.3 and/or Clause 5.1.5;
“Fixed Commercial Premises”	means the fixed physical location/s within the Territory referred to as such in the Licence Application Form;
“ISRC”	means the International Standard Recording Code (ISO 3901);
“Licence”	means the licence granted to Licensee to reproduce the Sound Recordings and/or to reproduce and cause to be seen in public the Music Videos comprised in the Repertoire in accordance with this Agreement;



“Licence Application Form”	means the licence application form in the format set out in Schedule A, as has been duly-completed by the Licensee and accepted by RIPS;
“Licence Fee”	means the licence fee determined by RIPS in accordance with Clause 4;
“Licensee”	means the entity identified as such in the Licence Application Form;
“Music Video”	means a cinematograph film comprised in the Repertoire which has as its principal feature the performance or representation of a musical work or works or sound recording and in which cinematograph film the copyright in Singapore is owned and/or exclusively controlled by a Record Company;
“Pirate Sound Recording”	means any unauthorised reproduction of legitimate sound recordings;
“Portable Media Device”	means any device which stores, organises and plays digital music or videos;
“Public Performance” or “Perform in Public”	(together with their cognate expressions) means, in relation to this Agreement, the presentation of a Music Video on the screen of a Portable Media Device;
“Record”	means a disc, tape, paper or other device in which sounds are embodied;
“Record Companies”	means those of the companies listed in Schedule B (as may be amended from time to time as notified by RIPS to Licensee during the term of this Agreement) being the copyright proprietors or exclusive licensees in Singapore of any relevant Sound Recording comprised in the Repertoire, and a “Record Company” shall be one of such company;
“Repertoire”	means those music videos or sound recordings the copyright in which is owned by or exclusively licensed to the Record Companies in the Territory, subject always to Clauses 4.3 and 5.1.5, and, in the case of sound recordings, excluding any soundtrack associated with a cinematograph film or music video to the extent that such soundtrack is only designed to be played in synchronisation with that film or music video;
“Reproduce”	means copy, re-record, dub and/or rip or otherwise duplicate sound recordings (and the words “reproduced”, “reproducing” and “reproduction” shall be interpreted accordingly);
“RIPS”	means the Recording Industry Performance Singapore Pte Ltd;
“Sound Recording”	means a sound recording in the Repertoire; and
“Territory”	means the Republic of Singapore.

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

- 1.2.1 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;
- 1.2.2 words denoting the singular include the plural and vice versa;



- 1.2.3 “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;
- 1.2.4 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;
- 1.2.5 references to Clauses, Annexes and Schedules, sub-clauses, sub-paragraphs, and exhibits relating to this Agreement are references to clauses of and annexes and schedules to this Agreement. Headings do not affect interpretation;
- 1.2.6 references to documents or agreements (including this Agreement) include references to amendments, novations, replacements and supplementary documents or agreements;
- 1.2.7 references to any party to this Agreement or to any other document or agreement include its successors and permitted substitutes or assigns;
- 1.2.8 “writing” and cognate expressions include all means of reproducing words in a tangible and permanently visible form;
- 1.2.9 derivatives from a word given a certain meaning or interpretation, have a corresponding meaning or interpretation;
- 1.2.10 any period dating from a given day or the day of an act or event, is calculated exclusive of that day;
- 1.2.11 the words “other” and “otherwise” are not to be construed ejusdem generis with any foregoing words where a wider construction is possible;
- 1.2.12 references to liability are to include any liability whether actual, contingent, present or future;
- 1.2.13 a reference to a day commences at midnight Singapore time and ends 24 hours later;
- 1.2.14 a reference herein to a term used in the Copyright Act (Cap 63), including without limitation, “sound recording”, “cinematograph film”, “musical work”, “literary work”, etc, shall bear a corresponding meaning;
- 1.2.15 time shall be of the essence in connection with the performance by Licensee of its obligations under this Agreement; and
- 1.2.16 a reference to S\$ is a reference to Singapore dollars.

2. Grant of Reproduction 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 RIPS of all fees payable by Licensee in connection with this Agreement, RIPS agrees to grant, for so long as this Agreement continues in force, a non-exclusive licence to Licensee to reproduce ONE copy of each Music Video and/or Sound Recording comprised in the Repertoire into each Portable Media Device, for the sole and exclusive purpose of demonstrating the use of the Portable Media Device to customers of Licensee, PROVIDED ALWAYS that Licensee at all times during the term of such licence has acquired and owns a licensed record or cinematograph film (as the case may be) containing an authorised reproduction of each of the Sound Recordings or Music Videos (as the case may be) so reproduced, or has acquired lawful downloads of the Sound Recordings or Music Videos (as the case may be) directly into the Portable Media Device.
- 2.2 A maximum of twenty (20) Music Videos and fifty (50) Sound Recordings may be reproduced into each Portable Media Device used for demonstration purposes.



- 2.3 The use of the Portable Media Device shall be confined within (each of) the Fixed Commercial Premises within the Territory.
- 2.4 No Portable Media Device sold to any customer of Licensee shall contain any Sound Recordings or Music Videos reproduced into the Portable Media Device pursuant to this Agreement.
- 2.5 This Agreement (and the aforesaid Licence) shall commence on the Commencement Date and shall terminate on 31 December of the same year.
- 2.6 The term of this Agreement shall thereafter be automatically successively extended for the further period of 1 January to 31 December of the following year (each a “Renewal Term”), PROVIDED ALWAYS that:
- 2.6.1 Either Licensee or RIPS may give written notice to the other party not later than three (3) 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 31 December of that year; and
- 2.6.2 RIPS 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 RIPS shall apply in all respects in relation to the extended term.
- 2.7 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 RIPS 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:
- 2.7.1 transfer of Sound Recordings or Music Videos to third parties;
- 2.7.2 reproduction and/or use of record album covers, photographs or artwork related to any Sound Recordings or Music Videos comprised in the Repertoire;
- 2.7.3 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 Sound Recordings or Music Videos;
- 2.7.4 use of any trade marks, names, words, marks, signs, emblems, devices, symbols or other identification owned by or relating to RIPS and/or the Record Companies; or
- 2.7.5 any other rights comprised in the copyright to the Sound Recordings or Music Videos.
- 2.8 RIPS may, but shall not be obliged, from time to time and at its sole discretion include new Sound Recordings or Music Videos in the Repertoire. In such event, for the avoidance of doubt, Licensee may not, unless it has acquired and owns a licensed record or cinematograph film of the said Sound Recording or Music Video (as the case may be), or has acquired a lawful download of the Sound Recording or Music Video directly into the Portable Media Device, reproduce the same into the Portable Media Device.
- 2.9 It shall be the Licensee’s sole responsibility to inform itself of the Sound Recordings and/or Music Videos comprised in the Repertoire at any given time during the term of this Agreement.
- 2.10 It shall be a continuing condition of this Agreement that the Licensee undertakes and agrees throughout the term of this Agreement (i) not to engage in, authorise or permit the public performance of pirate, counterfeit or bootleg Sound Recordings or Music Videos on (each of) the Fixed Commercial Premises, (ii) not to authorise, permit or encourage the distribution and/or sale of pirate, counterfeit or bootleg Sound Recordings or Music Videos on (each of) the Fixed Commercial Premises, and (iii) not to make or to authorise, permit or encourage any other person to make any unauthorised copy of any Sound Recordings or Music Videos on (each of) the Fixed Commercial Premises.



3. Reproduction Obligations

- 3.1 The Licensee hereby warrants, represents and undertakes that it shall:
- (1) ensure that all reproductions of Sound Recordings or Music Videos into a Portable Media Device will be of sufficient technical standard so that the quality of the original Sound Recording or Music Video is reasonably preserved;
 - (2) not mix, remix, segue, edit, change or otherwise manipulate the sounds and/or images of any Sound Recording and/or Music Video so that the sounds and/or images on the reproduction of the Sound Recording or Music Video are different from those on the original Sound Recording or Music Video as the case may be; and
 - (3) comply with RIPS' guidelines which may be issued in future for devices holding copies of Sound Recordings and/or Music Videos and in particular as to the security of such copies.
- 3.2 All copies of Sound Recordings and/or Music Videos reproduced into the Portable Storage Device/s on or after the Commencement Date shall be deemed to have been copied pursuant to this Licence but nothing in this clause shall waive any rights of RIPS or the Record Companies in respect of any unauthorised reproduction (or, in the case of Music Videos, public performance) of Sound Recordings and/or Music Videos into the Portable Storage Device/s (or the retention of such copies) prior to the Commencement Date.
- 3.3 The Licensee acknowledges that nothing in this Licence shall prevent RIPS from requiring as a condition of any further licences that the Licensee's copies of Sound Recordings and/or Music Videos are subject to digital rights management.

4. Licence Fees

- 4.1 In consideration of the grant of the Licence, Licensee shall pay to RIPS without deduction, demand or set-off, time being of the essence, a non-refundable licence fee calculated in accordance with Schedule D, which shall be due and payable by Licensee to RIPS immediately upon notification by RIPS ("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 RIPS 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 Portable Media Device/s (and any hardware, software and any other equipment therein comprised) shall be exclusively borne by Licensee.
- 4.3 RIPS may from time to time and in its sole and absolute discretion remove one or more Sound Recordings or Music Videos comprised in the Repertoire. In such event, Licensee shall at its own cost immediately remove the same from the Portable Media Device/s. Licensee shall not in connection with any such removal be entitled to a refund of any part of the Licence Fee.
- 4.4 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, 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 the Licensee of its obligations hereunder, RIPS will issue to the Licensee a licence substantially in the form set out in Schedule B. The Licensee shall at all times ensure that such licence is prominently displayed at (each of) its Fixed Commercial 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 RIPS as follows:



- 5.1.1 The information supplied in the Licence Application Form is true and correct. Licensee will immediately notify RIPS in the event of any change in respect thereof.
- 5.1.2 Licensee shall not:
- (a) commit any act which deliberately encourages or induces taping or recording or re-recording of any Sound Recording or Music Video;
 - (b) use any Sound Recording or Music Video in such a way as may be taken to imply that any goods, products or services other than the Sound Recording or Music Video are endorsed advertised or associated with the Sound Recording or Music Video (as the case may be) or any artiste whose performance is contained on the Sound Recording or any other party who owns rights in connection with the Sound Recording;
 - (c) incorporate any advertising or promotional material into the Portable Media Device/s;
 - (d) use any Sound Recording or Music Video:
 - (i) as any form of product endorsement; or
 - (ii) as a signature tune for promotional spots for events; or
 - (iii) as a trade mark or brand;
 - (e) distribute sell, hire, loan, issue to the public or otherwise dispose of or exploit Sound Recordings or Music Videos otherwise than in accordance with this Licence; or
 - (f) download copies of Sound Recordings or Music Videos from unauthorised websites or from unlicensed peer-to-peer networks.
- 5.1.3 Licensee shall:
- (a) exercise proper discretion in the choice and use of the Sound Recordings or Music Videos so as not to denigrate the artistic integrity of any copyright works or any performance embodied on any Sound Recording or Music Videos nor to subject any copyright works or performance embodied on any Sound Recording or Music Videos to derogatory treatment;
 - (b) reproduce as part of any Sound Recording or Music Video any coding incorporated on that Sound Recording or Music Video which is intended to identify the Sound Recording or Music Video or prevent or discourage its unlawful copying;
 - (c) indemnify and keep indemnified RIPS 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;
 - (d) inform RIPS of any breach of RIPS' rights or the rights of the Record Companies in the Repertoire or other illegal activities concerning the rights of RIPS or the Record Companies in the Repertoire which comes to the notice of the Licensee;
 - (e) inform RIPS of any change in the Licensee's professional name.
- 5.1.4 RIPS shall have the right to from time to time require that Licensee install additional software and/or hardware to monitor the use of the Sound Recordings or Music Videos in the Portable Media Device/s, identify or watermark the same and/or to incorporate digital rights management technology in connection with the Sound Recordings or Music Videos, and/or Portable Music Device. 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 RIPS, 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 Portable Music Device/s so that it shall operate as intended by RIPS, and any other associated telecommunications or other charges shall in the absence of any agreement in writing to the contrary be borne by Licensee;



- 5.1.5 In the event that RIPS notifies Licensee that any Sound Recording or Music Video comprised in the Repertoire is to be removed, Licensee shall immediately cease all use and remove the same at its own cost; and
- 5.1.6 Licensee shall not sell, export, or otherwise part possession with the Portable Media Device/s (unless any and all sound recordings and music videos reproduced onto the Portable Media Device/s have been permanently deleted), or alter, edit or manipulate the Sound Recordings or Music Videos by digital or any other means, save for use of digital compression techniques approved by RIPS in the storage of such Sound Recordings or Music Videos on the Storage System. Licensee shall not authorise any infringement of any copyright in the Sound Recordings or Music Videos and/or any works and/or other subject matter comprised therein.
- 5.2 Licensee expressly accepts and acknowledges that all and any reproductions of Sound Recordings or Music Videos stored in the Portable Media Device/s in breach of any of the conditions of this Agreement shall be deemed to be illegal and/or infringing copies under the Copyright Act, Chapter 63.

6. Licensee's Warranties

- 6.1 Licensee hereby warrants and undertakes to RIPS and the Record Companies that:
- 6.1.1 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;
- 6.1.2 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:
- (a) if it is a corporation, its memorandum and articles of association or other equivalent constitutional documents;
 - (b) any existing law, statute, rule or regulation or any judgment, decree or permit to which it is subject; and
 - (c) 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;
- 6.1.3 this Agreement is valid, binding and enforceable against it in accordance with its terms;
- 6.1.4 it shall obtain the prior written approval of RIPS before any change in the ownership or control of Licensee; and
- 6.1.5 in the event of any breach or non-performance by Licensee of its undertakings, warranties or obligations under this Agreement, Licensee undertakes to indemnify RIPS 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. Claims

- 7.1 Licensee shall immediately notify RIPS of any claim or threat of legal proceedings against Licensee in connection with the Sound Recordings or Music Videos or the exercise of the Licence granted to it under this Agreement. Licensee shall give RIPS 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 RIPS' or the Record Companies' legal position in relation thereto.
- 7.2 Notwithstanding anything in this Agreement, to the maximum extent permitted by law, RIPS' 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 by Licensee, provided always that RIPS 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 RIPS, and even if it has been advised of the possibility of such damages.

8. Termination

8.1 RIPS 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:

- 8.1.1 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 RIPS;
- 8.1.2 if an order or petition for the winding-up of the 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;
- 8.1.3 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;
- 8.1.4 if Licensee fails to comply with any of the requirements set forth in Clauses 2, 3, 4 or 5;
- 8.1.5 if Licensee reproduces or uses in connection with any Portable Media Device any sound recordings or music videos without the consent of the relevant copyright proprietor or licensee thereof (whether or not a Record Company);
- 8.1.6 if Licensee uses any Portable Media Device otherwise than as expressly permitted in this Agreement;
- 8.1.7 if Licensee purports to assign its rights hereunder without the prior written consent of RIPS; or
- 8.1.8 if the prior written approval of RIPS is not sought or not given for any change in the ownership or control of Licensee and such change occurs.

8.2 Upon the termination of this Agreement for any reason whatsoever, including the expiry of the Licence:

- 8.2.1 Licensee shall immediately cease all use of the Sound Recordings or Music Videos and any other software provided by RIPS;
- 8.2.2 Licensee shall immediately upon the direction of RIPS erase, destroy or render useless all reproductions of the Sound Recordings or Music Videos made by Licensee (and whether pursuant to this Agreement or not), and such that any such reproductions cannot be heard through playing or other use of any equipment or device, and produce evidence satisfactory to RIPS confirming Licensee's performance of the obligations herein, together with a statutory declaration affirming such destruction in a form acceptable to RIPS. If requested in writing by RIPS, such destruction or erasure shall be conducted in the presence of RIPS representatives who shall be entitled to inspect and verify that such erasure or destruction has been effective. Copies of Sound Recordings or Music Videos left on any Portable Media Devices after expiry or termination shall be deemed to be infringing copies.
- 8.2.3 Licensee shall upon prior notice, allow RIPS and/or its duly authorised agent, to inspect any of Licensee's records, computer systems, devices and/or equipment (including, without limitation,



each Portable Media Device) for the purpose of verifying compliance its obligations hereunder; and

8.2.4 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.

8.3 The rights of termination provided in this Clause 8.1 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 RIPS 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 RIPS any sums accrued hereunder prior to such termination or expiration.

9. General

9.1 If any payment due from Licensee to RIPS under this Agreement is overdue, Licensee will pay to RIPS, in addition to the overdue amount, daily interest on such amount from the date it was due until paid at a rate of 1 percent per month (1% p.m.), calculated on a daily basis. Entitlement to such interest will be in addition to any other remedies RIPS may have against Licensee.

9.2 RIPS shall be entitled to set-off from any sums payable to Licensee any amounts due from Licensee to RIPS (in each instance, whether due under this Agreement or otherwise).

9.3 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 RIPS's agent nor shall RIPS 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 RIPS and shall have no authority to represent RIPS in any other capacity except as expressly provided herein.

9.4 Licensee may not assign this Agreement or any interest herein, in part or in whole, without the prior written consent of RIPS. 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 RIPS or otherwise.

9.5 No failure or delay on the part of RIPS 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 RIPS 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.

9.6 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.

9.7 This Agreement is subject to and shall be interpreted under the laws of the Republic of Singapore.

9.8 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.



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

10. Notices

10.1 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:

10.1.1 where delivered by hand, at the time of delivery;

10.1.2 where sent by facsimile transmission, at the time recorded on the transmission result report unless:

(a) within 24 hours of that time the recipient informs the sender that the transmission was received in an incomplete or garbled form; or

(b) the transmission result report suggests a faulty or incomplete transmission;

10.1.3 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.

10.2 This Clause 10 shall also apply in respect of any originating processes made or given under or in connection with this Agreement by RIPS and shall be deemed to have been sufficiently served upon Licensee (whether within or outside Singapore) where served in accordance therewith.

11. Confidentiality

11.1 Licensee shall at times retain in confidence, and shall not without the prior consent of RIPS disclose to any third party or otherwise use any and all Confidential Information (as hereafter defined), 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 RIPS at least ten (10) Business Days' prior written notice of such disclosure, specifying any applicable exception(s) and circumstances relating thereto.

11.2 For the purposes of this Agreement, "Confidential Information" means information marked or otherwise identified in writing by RIPS 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 RIPS in connection with the Sound Recordings or Music Videos, but does not include information which Licensee can, to the reasonable satisfaction of RIPS, demonstrate to be information that (i) Licensee has developed independently; (ii) was known to Licensee prior to its being disclosed by RIPS; or (iii) is publicly available or is received from a source other than RIPS, and in all cases other than by a breach of an obligation of confidentiality and through no fault of Licensee.

11.3 Licensee shall promptly notify RIPS 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.

11.4 For the avoidance of doubt, the foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement.



SCHEDULE A

LICENCE APPLICATION

(1) Reproduction of Sound Recordings, and (2) Reproduction & Public Performance of Music Videos by Retail Outlets for Demonstration Purposes

Name of Licensee : _____
 Address : _____

 Contact Telephone : _____ Fax: _____ Person: _____
 Type of Business : _____

Type of Licence applied for: Category A
 (please tick applicable category - see next page for Category B
 description of categories and applicable licence fees)

Name(s) and address(es) of premises (i.e. the "Fixed Commercial Premises") where Portable Media Devices containing sound recordings and/or music videos will be used for demonstration purposes.

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

(Please attach separately if there are more than five (5) premises.)

Date of commencement of use of Portable Media Devices (containing sound recordings and/or music videos) for demonstration purposes.

TO: The Licensing Department
 RECORDING INDUSTRY PERFORMANCE SINGAPORE PTE LTD
 4 Leng Kee Road
 #03-07 SiS Building
 Singapore 159088
 Tel: 62204166 Fax: 62209452

We agree to abide by the licence terms and conditions for the (1) reproduction of sound recordings, and/or (2) reproduction & public performance of music videos by retail outlets for demonstration purposes. We confirm the above information is correct and agree that the information shall form the basis of the Licence issued.

(Company Stamp)

Signature : _____
 Name of Signatory : _____
 Designation : _____ Date: _____



SCHEDULE B
FORM OF LICENCE

Note: The licence shall be either in Form A or Form B depending on the Category (see Schedule D) which an establishment falls within.

FORM A

Licence No:
(GST Reg. No:19-9803120-C)
Company Registration Number: 199803120C

**LICENCE FOR THE REPRODUCTION OF SOUND RECORDINGS
BY ESTABLISHMENTS FOR DEMONSTRATION PURPOSES**

Name of Licensee

Address of Business

Singapore

Date of Issue of Licence

Date of Expiry of Licence

<i>Licensed Location(s)</i>	<i>Licence Fee (inclusive of GST)</i>
1) _____	_____
2) _____	_____
3) _____	_____

RIPS has granted the Licensee a licence for reproduction of sound recordings by establishments for demonstration purposes on RIPS' prevailing terms and conditions governing such Licences.

Remarks: Payment received:

Cheque No:

Licensing Department



FORM B

Licence No:
 (GST Reg. No:19-9803120-C)
 Company Registration Number: 199803120C

LICENCE FOR THE
(1) REPRODUCTION OF SOUND RECORDINGS; AND
(2) REPRODUCTION & PUBLIC PERFORMANCE OF
MUSIC VIDEOS
BY ESTABLISHMENTS FOR DEMONSTRATION PURPOSES

 Name of Licensee

 Address of Business

 Singapore

 Date of Issue of Licence

 Date of Expiry of Licence

Licensed Location(s)

Licence Fee
(inclusive of GST)

- | | |
|----|-------|
| 1) | _____ |
| 2) | _____ |
| 3) | _____ |

RIPS has granted the Licensee a licence for (1) reproduction of sound recordings; and (2) reproduction & public performance of music videos by establishments for demonstration purposes on RIPS' prevailing terms and conditions governing such Licences.

Remarks: Payment received:

 Cheque No:

 Licensing Department



SCHEDULE C

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 RIPS to Licensee during the term of this Agreement) as shall be the copyright proprietors or licensees of any relevant Sound Recording comprised in the Repertoire, 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 EQ Music Pte Ltd
- 7 Evolution Singapore Pte. Ltd.
- 8 Forward Music Pte Ltd
- 9 Funkie Monkeys Productions Pte Ltd
- 10 HIM International Music Pte Ltd
- 11 KRU Singapore Pte Ltd
- 12 Life Record Industries (Pte) Ltd
- 13 Ocean Butterflies Music Pte Ltd
- 14 Rock Records (S) Pte Ltd
- 15 S2S 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 Pte Ltd
- 21 Wise Entertainment Pte Ltd



SCHEDULE D

TARIFFS FOR (1) REPRODUCTION OF SOUND RECORDINGS, AND (2) REPRODUCTION & PUBLIC PERFORMANCE OF MUSIC VIDEOS BY RETAIL OUTLETS FOR DEMONSTRATION PURPOSES

The Licence Fee payable in connection with the Licence granted hereunder in accordance with Clause 4.1 of the Agreement shall be as follows:

CATEGORY A – SOUND RECORDINGS ONLY

Reproduction by establishments for demonstration purposes only of sound recordings into a portable media device/s (including but not limited to MP3 players) that stores, organises and plays digital music.

Rate (Per Premises Per Annum)

\$200.00

CATEGORY B – SOUND RECORDINGS AND MUSIC VIDEOS

(1) Reproduction by establishments for demonstration purposes only of sound recordings and music videos into a portable media device/s (including but not limited to MP3/MP4 players) that stores, organises and plays digital music and video files.

AND/OR

(2) Public performance by establishments for demonstration purposes only of music videos on the portable media device.

Rate (Per Premises Per Annum)

\$400.00

Notes:

- 1) RIPS shall have the sole discretion of determining which category an establishment falls into.
- 2) 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.



- 3) In the event that the Commencement Date of the Licence takes place after 1 January, then the Licence Fee payable until 31 December of that year for each premises shall be calculated as follows:

$$\text{Licence Fee} = M \div (\text{Total no. of days in the month of the Commencement Date}) \times (\text{No. of days remaining in the calendar month of the Commencement Date, including the Commencement Date}) + M \times (\text{No. of months remaining in the calendar year after the month of the Commencement Date})$$

Where: F = Applicable fee

$$M = (F \div 12)$$

- 4) The applicable Licence Fees are subject to revision from time to time by RIPS upon written notice and shall, unless otherwise stated, apply in respect of any renewal or extension of the Licence term.
- 5) Tariffs are payable in advance unless otherwise stated.
- 6) All tariffs are subject to GST at the applicable rate.