



WHO IS PPM?

A not-for-profit Licensing Body as declared by the Intellectual Property Corporation of Malaysia (MyIPO) pursuant to the Copyright Act 1987 (Act 332) represents members of Public Performance Malaysia (PPM) Berhad ("PPM") in respect of joint licensing of Music Recordings. PPM enables music users in Malaysia to conveniently obtain a collective licence from local, regional and international recording companies to publicly perform and/or reproduce their copyright protected sound, music video and/or karaoke recordings solely for public performance within Malaysia.

WHAT SHOULD YOU DO NEXT?

If you are already playing the Music Recordings in public or are planning to do so, you should apply for a licence by filling in the application form overleaf and return it to PPM.

TERMS AND CONDITIONS OF LICENCE AGREEMENT

1. In this Licence, the following expressions shall have the following meanings:

"Film" and "Sound Recording" shall have the meanings ascribed to them under the Copyright Act 1987;

"Music Recordings" shall include all sound, music video and/or karaoke recordings, the copyright of which is owned and/or exclusively controlled by PPM members;

"Music Video" or "Karaoke" means a film which has as its principal feature the performance or representation of a musical work or sound recording and in which the copyright in Malaysia is owned and/or exclusively controlled by PPM members;

"PPM members" mean the owners and/or exclusive licensors of Music Recordings who are authorizing members of Public Performance Malaysia (PPM) Berhad. A list of PPM members is available at www.ppm.my;

"Public Performance" means causing the Music Recordings to be seen or heard in public by any means whatsoever, irrespective of whether the Music Recordings, is used directly or indirectly.

"Reproduction for Public Performance" means the reproduction of digital copies of the Music Recordings from a legitimate source for the sole purpose of Public Performance in Malaysia during the licence period;

2. PPM is authorized to negotiate and grant licences for the Public Performance and/or Reproduction of the Music Recordings, on behalf of PPM members.

3. On receipt of the Applicant's duly completed Licence Agreement (which represents Applicant's EXPRESS OFFER to obtain a copyright licence for the Music Recordings ("Licence") from PPM), PPM will accept the Applicant's offer and grant the Applicant a non-exclusive Copyright Licence for the Public Performance and/or Reproduction of the Music Recordings strictly for Public Performance at the Applicant's premises. The Licence is granted based on the information supplied in this Licence Agreement and such information is expressly incorporated into all the Terms and Conditions hereof and Additional Terms and Conditions in PPM's Website.

4. This Licence shall be deemed to have commenced on the day in which the Applicant commenced music, except where stated otherwise in writing by PPM. Subject to Clause 10 and save where otherwise agreed to in writing by PPM, the Licence shall be deemed to remain in force for a period of twelve (12) months from the date of commencement of music and will be renewed automatically unless otherwise agreed to in writing by PPM.

5. PPM will notify the Applicant as to the fee due in respect of the Licence. The fee is payable by the Applicant in full and in advance within fourteen (14) days from the date of PPM's invoice and will be based on PPM's published Tariffs as contained in PPM's Standard Tariff, a copy of which has been given to the Applicant. If PPM fails to receive payment from the Applicant within fourteen (14) days from the date payable, PPM reserves the right to charge interest at the rate of one percent (1%) per month for any unpaid amounts from the date of non-payment to date of full settlement.

6. PPM reserves the right to vary the licence fee payable by the Applicant in the event of any material change in the way the Music Recordings are used by the Applicant at the Applicant's business. The Applicant undertakes to notify PPM in writing with supporting documents of any material change in the Applicant's business operations including any change or addition of business premises/address within fourteen (14) days of such changes occurring.

7. PPM by its duly authorized employees or agents shall have the right of free entry into the Applicant's premises during the Applicant's business hours for the purpose of inspecting the details on which the licence fee is calculated.

8. This Licence shall not be assigned or otherwise transferred in whole or in part. This Licence does not permit the Applicant to edit, reproduce, re-mix, re-record or alter any of the Music Recordings for any purpose whatsoever.

9. In the event that any music/sound system or equipment supplier commercially rents to the Applicant the Music Recordings for the purpose of Public Performance and/or Reproduction at the Applicant's premises and the said supplier is not licenced by PPM, the Applicant shall be liable for the relevant commercial rental licence fee as contained in PPM's Standard Tariff.

10. PPM may terminate this Licence forthwith upon the occurrence of any breach by the Applicant of any of the Terms and Conditions hereof and Additional Terms and Conditions in PPM's Website. Any termination of the Licence shall be without prejudice to any of PPM's rights that may have accrued up to date of the termination and no part of the licence fee paid will be refunded to the Applicant.

11. The Applicant warrants, agrees and undertakes to PPM to provide an accurate list of the Music Recordings reproduced as per the Licence and such other reasonable details as may be required within 14 days from PPM's request.

12. The Applicant authorises PPM to disclose information regarding the Applicant which may be limited to the information as provided under this Licence Agreement to any third party, including, without limitation, PPM's employees, agents, directors, solicitors, auditors and credit reporting agency, for purposes of the Licence management and recovery of the licence fee due. The Applicant hereby consents to the disclosure of its information (in compliance with the Personal Data Protection Act 2010) in such circumstances as mentioned in this paragraph.

13. The Applicant shall bear the cost of all duties, levies and/or taxes.

14. The Applicant undertakes to pay all legal expenses and/or cost incurred by PPM in relation to the recovery of any licence fee due and owing under this Licence Agreement.

15. The Applicant shall permanently delete all its copies of the Music Recordings reproduced under the Licence upon termination of the Licence by PPM and submit a Statutory Declaration within fourteen (14) days confirming such deletion.

16. The Applicant agrees to accept all the Terms and Conditions hereof and Additional Terms and Conditions in PPM's Website.