



**Recording
Industry
Music
Services**

UEN No:201509750N

LICENCE APPLICATION FORM
**Reproduction of Karaoke Videos and Cinematograph Films
 onto Karaoke-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 Category E

Licence term applied from _____ (DD/MM/YY) **to** _____ (DD/MM/YY)

Details of Licensee

Company Name	_____	ACRA No.	_____
Address	_____ _____		
Contact Number / Fax	_____	Email	_____
Contact Person	_____	Mobile	_____
Designation	_____		

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

 _____ System
 _____ Supplier:

Total capacity (as stated in Public Entertainment Licence*):-

Date of commencement of use of Karaoke-On-Demand Systems on which copies of one or more Karaoke Videos and Cinematograph Films are reproduced (dd/mm/yy):

*** Please enclose a photocopy of the Public Entertainment Licence to this licence application.**

To: **The Licensing Department**
Recording Industry Music Services (Singapore) Pte. Ltd.
4 Leng Kee Road #03-06 SiS Building Singapore 159088
Tel: 6475 1181

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.

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

**LICENCE TERMS & CONDITIONS FOR
REPRODUCTION OF KARAOKE VIDEOS AND CINEMATOGRAPH FILMS ONTO
KARAOKE-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 RIMS and Licensee, formed upon acceptance by RIMS 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 RIMS and the Licensee) storing back-up copies of the Karaoke Video and/or Cinematograph Film onto the KOD 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 RIMS 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 RIMS in connection with the any Karaoke Video and/or Cinematograph Film or the KOD System, but does not include information which Licensee can, to the reasonable satisfaction of RIMS, demonstrate to be information that: <ul style="list-style-type: none"> (a) Licensee has developed independently; (b) was known to Licensee prior to its being disclosed by RIMS; or (c) is publicly available or is received from a source other than RIMS, 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 Karaoke Video and/or Cinematograph Film during the course of which the volume of sounds on the Karaoke Video and/or Cinematograph Film are progressively decreased to the point of silence;
"Fade-up Section"	means that section at the beginning of any Karaoke Video and/or Cinematograph Film during the course of which the volume of sounds on the Karaoke 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);
"Karaoke Video"	means a karaoke video comprised in the Repertoire;
"Karaoke-On-Demand System"	means the computer or hard disk unit (or such other record or records as may be agreed in writing between RIMS and the Licensee) on which copies of one or more Karaoke Video and/or Cinematograph Film are stored in accordance with this Agreement;
"Licence"	means the licence granted to Licensee to reproduce the Karaoke Video and/or Cinematograph Film onto KOD System in accordance with this Agreement, in the form as may be prescribed by RIMS from time to time;
"Licence Application Form"	means the licence application form in the form as may be prescribed by RIMS from time to time, as has been duly completed by Licensee and accepted by RIMS;
"Licence Fee"	means the licence fee determined by RIMS 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 RIMS to Licensee during the term of this Agreement) being the copyright proprietors or exclusive licensees in Singapore of any relevant Karaoke 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 karaoke 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);
"RIMS"	Recording Industry Music Services (Singapore) Pte. Ltd.; 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;



UEN No:201509750N

- (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 RIMS of all fees payable by Licensee in connection with this Agreement, RIMS 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 Karaoke Videos and Cinematograph Films onto the KOD 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 Karaoke Videos and Cinematograph Films so reproduced, or has acquired lawful downloads of the Karaoke Videos and Cinematograph Films directly onto the KOD System and Back-Up Database.
- 2.2 The KOD System and Back-Up Database are for the sole use of the Licensee.
- 2.3 The reproduction of the Karaoke Videos and Cinematograph Films and the operation of the KOD 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 RIMS 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) RIMS 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 RIMS 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 RIMS 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 Karaoke Video and/or Cinematograph Film to third parties;
 - (b) reproduction and/or use of record album covers, photographs or artwork related to any Karaoke 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 Karaoke 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 RIMS and/or the Record Companies; or
 - (e) any other rights comprised in the copyright to the Karaoke Videos and/or Cinematograph Films.

- 2.7 RIMS may, but shall not be obliged, from time to time and at its sole discretion include new Karaoke 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 Karaoke Video and/or Cinematograph Film, or has acquired a lawful download of the Karaoke Video and/or Cinematograph Film directly onto the KOD System, reproduce the same onto the KOD System and/or Back-up Database.
- 2.8 It shall be the Licensee's sole responsibility to inform itself of the Karaoke 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 Karaoke Video and/or Cinematograph Film;
 - (b) not to authorise, permit or encourage the distribution and/or sale of pirate, counterfeit or bootleg Karaoke 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 Karaoke Video and/or Cinematograph Film.

3. REPRODUCTION OBLIGATIONS

- 3.1 Licensee hereby warrants, represents and undertakes that it shall:
 - (a) reproduce each Karaoke Video and/or Cinematograph Film in its entirety provided that the Fade-down Section of any Karaoke Video and/or Cinematograph Film may be subject to the use of premature fade and cross-faded or overlapped with the Karaoke 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 Karaoke Video and/or Cinematograph Film in such a way as to accelerate the rate of the Fade-up Section at the commencement of any Karaoke Video and/or Cinematograph Film;
 - (c) ensure that all reproductions of Karaoke Video and/or Cinematograph Film onto the KOD System or Back-up Database will be of sufficient technical standard so that the quality of the original Karaoke Video and/or Cinematograph Film is reasonably preserved;
 - (d) not mix, remix, segue, edit, change or otherwise manipulate any Karaoke Video and/or Cinematograph Film so that they are different from those on the original Karaoke Video and/or Cinematograph Film; and
 - (e) comply with RIMS' guidelines which may be issued from time to time for devices holding copies of Karaoke 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 KOD System.
- 3.3 All copies of Karaoke Video and Cinematograph Film on the KOD System at the Commencement Date (other than those reproduced as a result of a lawful download of the Karaoke Video and/or Cinematograph Film directly onto the KOD System) shall be deemed to have been reproduced pursuant to this Licence but nothing in this Clause shall waive any rights of RIMS or the Record Companies in respect of any unauthorised reproduction of any Karaoke Video and/or Cinematograph Film onto the KOD System (or the retention of such copies) prior to the Commencement Date.
- 3.4 All copies of Karaoke 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 RIMS or the Record Companies in respect of any unauthorised reproduction of Karaoke 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 RIMS from requiring as a condition of any further licences that the Licensee's copies of Karaoke 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 RIMS 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 RIMS immediately upon notification by RIMS (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 RIMS 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 KOD System and/or Back-up Database (and any hardware, software and any other equipment therein comprised) shall be exclusively borne by Licensee.
- 4.3 RIMS may from time to time and in its sole and absolute discretion remove one or more Karaoke Video and/or Cinematograph Film from the Repertoire. In such event, Licensee shall at its own cost immediately remove the same from the KOD 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.



UEN No:201509750N

- 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, RIMS 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 RIMS as follows:
- (a) the information supplied in the Licence Application Form is true and correct. Licensee shall immediately notify RIMS 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 Karaoke Video and/or Cinematograph Film;
- (ii) use any Karaoke Video and/or Cinematograph Film in such a way as may be taken to imply that any goods, products or services other than the Karaoke Video and/or Cinematograph Film are endorsed advertised or associated with the Karaoke Video and/or Cinematograph Film or any artiste whose performance is contained on the Karaoke Video and/or Cinematograph Film or any other party who owns rights in connection with the Karaoke Video and/or Cinematograph Film;
- (iii) incorporate any advertising or promotional material onto the KOD System;
- (iv) use any Karaoke 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 Karaoke Video and/or Cinematograph Film otherwise than in accordance with this Licence; and
- (vi) download copies of any Karaoke 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 Karaoke Video and/or Cinematograph Film so as not to denigrate the artistic integrity of any copyright works or any performance embodied on any Karaoke Video and/or Cinematograph Film nor to subject any copyright works or performance embodied on any Karaoke Video and/or Cinematograph Film to derogatory treatment;
- (ii) reproduce as part of any Karaoke Video and/or Cinematograph Film any coding incorporated on that Karaoke Video and/or Cinematograph Film which is intended to identify the Karaoke Video and/or Cinematograph Film or prevent or discourage its unlawful copying;
- (iii) indemnify and keep indemnified RIMS 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 RIMS of any breach of RIMS' rights or the rights of the Record Companies in the Repertoire or other illegal activities concerning the rights of RIMS or the Record Companies in the Repertoire which comes to the notice of Licensee; and
- (v) inform RIMS in writing of any change in Licensee's professional or trade name;
- (d) RIMS shall have the right to from time to time require that Licensee install additional software and/or hardware to monitor the use of the Karaoke Video and/or Cinematograph Film in the KOD System, identify or watermark the same and/or to incorporate digital rights management technology in connection with the Karaoke Video and/or Cinematograph Film, KOD 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 RIMS, 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 KOD System and/or Back-up Database so that it shall operate as intended by RIMS, 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 RIMS notifies Licensee that any Karaoke 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 KOD System or Back-up Database, or alter, edit or manipulate the Karaoke Video and/or Cinematograph Film by digital or any other means, save for use of digital compression techniques approved by
- (g) RIMS in the storage of such Karaoke Video and/or Cinematograph Film on the KOD System. Licensee shall not authorise any infringement of any copyright in the Karaoke Video, Cinematograph Film and/or any works or other subject matter comprised therein.
- 5.2 Licensee expressly accepts and acknowledges that all and any Karaoke Video and/or Cinematograph Film stored in the KOD 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 Karaoke Video and/or Cinematograph Film onto the KOD System or Back-up Database and the operation of the KOD 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 termination), Licensee shall provide to RIMS a statement setting out the entire list of Karaoke Video and/or Cinematograph Film stored in the KOD System at any point during that calendar year, together with the following information for each Karaoke Video and/or Cinematograph Film in the form as may be prescribed by RIMS from time to time:
- (a) the title of the Karaoke Video and/or Cinematograph Film;
- (b) the artiste/artistes or group;
- (c) the label upon which the Karaoke Video and/or Cinematograph Film is issued;
- (d) the ISRC number;
- (e) the period when the Karaoke Video and/or Cinematograph Film was available in the KOD System;
- (f) the frequency of play; and
- (g) such other information as RIMS 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 RIMS, Licensee shall additionally provide to RIMS a venue return in the form as may be prescribed by RIMS 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 RIMS 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 KOD System, and/or the Back-up Database) for the purpose of verifying Licensee's reports 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 RIMS 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 RIMS 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 RIMS 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 RIMS 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).



UEN No:201509750N

8. CLAIMS

8.1 Licensee shall immediately notify RIMS of any claim or threat of legal proceedings against Licensee in connection with any of the Karaoke Video and/or Cinematograph Film or the exercise of the Licence granted to it under this Agreement. Licensee shall give RIMS 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 RIMS' or the Record Companies' legal position in relation thereto.

8.2 Notwithstanding anything in this Agreement, to the maximum extent permitted by law, RIMS' 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 RIMS 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 RIMS, and even if it has been advised of the possibility of such damages.

9. TERMINATION

9.1 RIMS 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 RIMS;
- (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 KOD System and/or Back-up Database without the prior written consent of RIMS;
- (f) if Licensee reproduces or uses in connection with the KOD System or Back-up Database any karaoke 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 KOD 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 RIMS; or
- (i) if the prior written approval of RIMS 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 Karaoke Video and/or Cinematograph Film and any other software provided by RIMS;
- (b) Licensee shall immediately upon the direction of RIMS erase, destroy or render useless all reproductions of the Karaoke 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 RIMS confirming Licensee's performance of the obligations herein, together with a statutory declaration affirming such destruction in a form acceptable to RIMS. If requested in writing by RIMS, such destruction or erasure shall be conducted in the presence of RIMS representatives who shall be entitled to inspect and verify that such erasure or destruction has been effective. Copies of Karaoke Video and/or Cinematograph Film left on the KOD System or Back-up Database after expiry or termination shall be deemed to be infringing copies;
- (c) Licensee shall upon prior notice, allow RIMS and/or its representatives, to inspect any of Licensee's records, computer systems, devices and/or equipment (including, without limitation, the KOD 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 RIMS 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 RIMS any sums accrued hereunder prior to such termination or expiration.

10. GENERAL

10.1 If any payment due from Licensee to RIMS under this Agreement is overdue, Licensee will pay to RIMS, 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 RIMS may have against Licensee.

10.2 RIMS shall be entitled to set-off from any sums payable to Licensee any amounts due from Licensee to RIMS (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 RIMS' agent nor shall RIMS 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 RIMS and shall have no authority to represent RIMS in any other capacity except as expressly provided herein.

10.4 RIMS may assign this Agreement or any interest herein, in part or in whole. RIMS 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 RIMS 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 RIMS. 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 RIMS or otherwise.

10.6 No failure or delay on the part of RIMS 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 RIMS 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 RIMS and shall be deemed to have been



sufficiently served upon Licensee (whether within or outside Singapore) where served in accordance therewith.

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

12. **CONFIDENTIALITY**

13. **PERSONAL DATA**

12.1 Licensee shall at times retain in confidence, and shall not without the prior consent of RIMS 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 RIMS at least ten (10) Business Days' prior written notice of such disclosure, specifying any applicable exception(s) and circumstances relating thereto.

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.

12.2 Licensee shall promptly notify RIMS 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.

13.2 Licensee agrees and acknowledge that by providing Personal Data to RIMS in connection with this Agreement and/or otherwise for the application of the Licence, Licensee consents to RIMS and its respective business partners and agents (collectively, the "**RIMS Representatives**") collecting, using and disclosing such Personal Data for purposes reasonably required by RIMS and/or RIMS Representatives to enable RIMS and/or RIMS 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 RIMS to Licensee during the term of this Agreement) as shall be the copyright proprietors or licensees of any relevant Karaoke Video and/or Cinematograph Film, and a "Record Company" shall be one of such company:

- 1. Brocita Enterprise Pte Ltd**
- 2. EQ Music & Media Pte Ltd**
- 3. Forward Music Pte Ltd**
- 4. Funkie Monkeys Productions Pte Ltd**
- 5. HIM Music International Pte Ltd**
- 6. KRU Singapore Pte Ltd**
- 7. Ocean Butterflies Music Pte Ltd**
- 8. Rock Records (S) Pte Ltd**
- 9. Sony Music Entertainment Singapore Pte Ltd**
- 10. Suwah Records Pte Ltd**
- 11. Universal Music Pte Ltd**
- 12. Warner Music Singapore Pte Ltd**

SCHEDULE B
TARIFFS FOR THE REPRODUCTION OF KARAOKE VIDEOS AND CINEMATORGRAPH FILMS ONTO KARAOKE-ON-DEMAND SYSTEMS
(wef 1st Jan 2017)

Category A	
Karaoke Operators such as KTV karaoke lounge and night club that provide karaoke facilities using KOD System:	
Seating Capacity	Rate (per location per annum)
39 and below	S\$ 7,700
40 – 49	S\$ 8,800
50 – 59	S\$ 11,000
60 – 69	S\$ 13,200
70 – 79	S\$ 15,400
80 – 89	S\$ 17,600
90 – 99	S\$ 19,800
100 – 109	S\$ 22,000
110 – 119	S\$ 24,200
120 – 129	S\$ 26,400
130 – 139	S\$ 28,600
140 – 149	S\$ 30,800
150 and above	S\$ 33,000
Category B	
Karaoke Operators such as bars, pubs and lounges with less than 4 KTV rooms and seating capacity of under 39 which provide karaoke facilities using KOD System:	
S\$ 7,480 (per location per annum)	
Category C	
Karaoke facilities using KOD System operated by restaurants, government statutory boards and community centres operated by the People's Association:	
S\$ 3,080 (per location per annum)	
Category D	
Karaoke facilities seating capacity of 3 using KOD System operated in a kiosk	
S\$ 1,200 (per location per annum)	
Category E	
Events where karaoke facilities using KOD System are offered on an ad hoc basis:	
S\$ 88 (per day / per event) or S\$ 275 (per week)	

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 RIMS.

Notes:

1. RIMS 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.
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. For Categories A and B, no rebates or refunds of the Licence Fee or any part thereof shall be paid to Licensee in the event that it reduces the capacity of the Fixed Commercial Premises.
5. The applicable Licence Fees are subject to revision from time to time by RIMS upon written notice and shall, unless otherwise stated, apply in respect of any Renewal Term.
6. Tariffs are payable in advance unless otherwise stated.
7. All tariffs are subject to GST at the applicable rate.