



COMPOSERS AND AUTHORS
SOCIETY OF SINGAPORE LTD

LICENCE AGREEMENT

This LICENCE AGREEMENT (this “**Agreement**”) is entered into on _____ (“**Execution Date**”), and shall be effective as of _____ (“**Effective Date**”) by and between:

- (a) THE COMPOSERS AND AUTHORS SOCIETY OF SINGAPORE LIMITED of 60 Paya Lebar Road, #12-48, Paya Lebar Square, Singapore 409051 (Singapore UEN: 198701730Z) (the “**Society**” or “**Licensor**”); and
- (b) _____ (Company Name) of _____ (registered address) _____ (company registration no.) (“**Licensee**”).

- A. The Society is an organization established in Singapore, to control and administer *inter alia* the public performance rights and rights to communicate to the public by way of transmission, broadcast and the making available of such musical works assigned to it by its members who are composers, authors and/or music publishers. The Society is licensed by the Singapore Intellectual Property Office of Singapore under the Copyright (Collective Management Organisations) Regulations 2023.
- B. Through reciprocal representation agreements signed between the Society and similar foreign organizations (“**Affiliated Societies**”) the rights to communicate to the public through transmission, broadcast and the making available of such musical works under the repertoires of these affiliated societies have also been vested and assigned to the Society for its control and administration within the territory of Singapore.
- C. The Licensee is a commercial music streaming services provider for businesses and is making available Content to be communicated and transmitted to its customers at their Premises within the territory of Singapore, as listed in Schedule 1, and attached to this Agreement.
- D. The Licensee acknowledges that a Copyright Music Licence from the Society is required for the acts of providing, causing and authorizing the transmission of the Content and the Licensee requests for permission and/or authorization from the Society for the grant of rights to communicate and by making available Content under the Repertoire Works to be so transmitted and communicated to the Licensee's customers' Premises (listed in Schedule 1). For the avoidance of doubt, the transmission of Content granted in this Agreement shall not cover, include or extend to the other exclusive right of public performance of Repertoire Works and/or Content at or from the Licensee's customers' Premises and to which a

separate and distinct public performance right licence must be separately obtained by the respective customers of the Licensee.

IT IS HEREBY AGREED as follows:

1. Definitions-

In this Agreement unless the context otherwise requires:

- 1.1 The "**Act**" shall mean the Copyright Act 2021 (No. 22 of 2021) and all its subsequent amendments.
- 1.2 "**Service**" means the application, platform, internet site, device, etc _____ owned, managed and/ or operated by the Licensee and which the Licensee is making available musical compositions from its server to be transmitted and communicated to the Licensee's customer receiving device or modem in Singapore.
- 1.3 "**Communicate to the public**" as defined in the Act and all its amendments.
- 1.4 "**Content**" shall mean the musical works and/or compositions contained or embedded in Audio-Clips (audio sound file containing a piece of the composition).
- 1.5 "**Licence Year**" shall mean a period of 12 months from the start of the Initial Term or a Renewal Term.
- 1.6 "**Music Transmission Service**" in the context of this Licence Agreement, shall mean services provided by the Licensee in the transmission and communication of Contents to its customers at their Premises
- 1.7 "**Gross Revenue**" shall include, but not limited to, all fees, subscriptions, advertisement (if any) paid to, given and/or received by the Licensee for the Service less GST (if any) but without any form of deduction for costs, connecting charges, commissions and charges or any proportional shares of profits or commissions on the retail price payable to any third party for the transmission by communication to the Licensee's customers' Premises the Contents that are made available via the Licensee's Service. For the avoidance of doubt, Gross Revenue in this context does not include the annual licence fee payable for the rights of public performance by the Licensee's customer, personally or directly to the Society.
- 1.8 "**Perform in public**" or "**public performance**" as defined in the Act and all its amendments.

- 1.8 **"Quarterly Period"** shall mean each of the quarter-annual calendar periods during the Licence Term ending March 31, June 30, September 30, and December 31.
- 1.9 **"Repertoire Works"** means the musical works (including any associated lyrics) whether in whole or part, in which the transmission and/or the making available of under the rights to communicate are or may be at any time during the term of this Agreement be vested in or controlled and/or licensed by the Society in Singapore or any of the Affiliated Societies in any other country with which the Society is affiliated from time to time.

2. GRANT OF LICENCE BY SOCIETY

Subject to the following terms and conditions, the Society agrees to grant to the Licensee a non-exclusive, non-transferable and non-sublicensable Licence to authorize and cause musical compositions in the Repertoire Works to be publicly communicated and transmitted to the Licensee's customers' Premises for the purposes as mentioned in Recitals C and D above.

3. REGULATORY APPROVALS

The Licensee shall be responsible for obtaining all necessary approvals, exemptions and licences under all applicable laws, regulations or otherwise if necessary for the provision of its Music Transmission Service in Singapore over its Service.

4. SCOPE OF LICENCE

- 4.1 The extent of this Agreement is limited to the authority and permission granted in Clause 2 above and shall not be extended to or be included in (i) any other incidental or implied rights or powers; or (ii) linkage, connection or extension directly or indirectly to any third-party service or website via the Licensee's Service, in which the Contents or files containing musical content that are accessible through the Licensee's Music Transmission Service can be transmitted and or communicated to the public in Singapore by any person, firm, entity or corporation through and by any other technological means now available or will be available at any future time whether via satellite, wireless transmission or computer systems, computer servers or the World-wide Net.

- 4.2 The grant of this Agreement shall not extend to or authorize:-
- (i) the transmission, communication and/or wireless transmission other than within the Licensee's customers' Premises in the territory of Singapore;
 - (ii) the public performance or communication of music for any other purposes other than what is authorized by and granted specifically under this Agreement;
 - (iii) the reproduction or the grant or authorization of reproduction of any work or any modification or creation of derivative work relating to the Repertoire Works either digitally, electronically or in whatever forms and manners or by any other means and including any reproduction by way of downloading audio data or texts, codes or notations, musical works or materials by the Licensee or the authorized users or any other person having authority to access or by subscription to the music transmission service provided by the Licensee at its Service;
 - (iv) the original sound recording or soundtrack right;
 - (v) the adaptation or the grant or authorization of any musical work; and
 - (vi) the exploitation or retransmission of the Content by the Licensee and its customers to any party, person, entity or corporation.

5. LICENCE TERM

This Agreement shall commence from the Effective Date (“**Initial Term**”) for a period of twelve (12) months, and unless earlier terminated in accordance with clauses 9 and 10. Parties may agree in writing to renew for consecutive twelve (12) months periods (each a “**Renewal Term**”).

6. LICENCE FEES

- 6.1 In consideration of the grant of Licence and authority by the Society to the Licensee for the transmission and the communication to Licensee's customers' Premises, more specifically mentioned in Recitals C and D above, the Licensee shall pay to the Society licence fees at the standard rate of 7.5% of Licensee's Gross Revenue for the relevant Licence Year, subject to an annual minimum sum of Singapore Dollars Twenty-five Thousand (SGD25,000.00), whichever is the greater. The annual minimum sum shall be paid prior to the commencement of the Licence Year.

- 6.2 At the end of each Licence Year, the Licensee shall forward to the Society the accounts pertaining to its Gross Revenue derived, generated and received from its Music Transmission Service in Singapore and such accounts must be certified by an accountant of the Licensee.
- 6.3 The Society shall ascertain from the accounts submitted, determine the actual licence fee payable by the Licensee for that Licence Year and if any additional or further sum or licence fee is found payable (after deducting the Minimum Sum for the relevant Licence Year), the Licensee shall make such payment to the Society within thirty (30) days of Society's invoice.
- 6.4 Without prejudice to any other right or remedy of the Society, and without imposing an obligation to accept late payment, where any fees payable under this Agreement by Licensee to the Society are not paid by the due date (or the date on which such fees should ordinarily have been paid in circumstances where the Society has been unable to submit an invoice), Licensee shall pay interest on such late payment at a simple interest rate of ten percent (10%) per annum with a further administrative charge of SGD200.00 in respect of each invoice that is paid beyond the due date stipulated in this Agreement. Any late payment or administrative charges shall be paid by Licensee within fourteen (14) days of receipt of such invoice.
- 6.5 All licence fees and payments under this Agreement are subject to the compulsory prevailing Goods and Services Tax (GST) in Singapore.

7. AUDITING

- 7.1 The Licensee confirms that it is responsible and liable for the accounts of its business as mentioned in Recitals C and D above, and agrees that the Society shall have the right to appoint an independent third-party auditor to examine and take copies of the relevant records and accounts of the Licensee for the purpose of verifying the accuracy of the reported Gross Revenue, and the Licensee shall within 14 days, after receipt of written notice from the Society permit the Society, its representatives or nominees, access during office hours to inspect the records, documents and accounts, which the Licensee undertakes to produce in its possession or power for the purpose of ascertaining and determining the Gross Revenue in relation to its provision of the Music Transmission Service.

7.2 All costs of conducting such an audit shall be borne by the Society. However, if the audit reveals a discrepancy of 5% or more between the reported Gross Revenue figures and the audited revenue figures, the costs incurred for such an audit shall be borne by the Licensee.

8. LICENSEE'S OBLIGATIONS TO SUPPLY INFORMATION

8.1 During the term of this Agreement, the Licensee shall, within fourteen (14) days, after the end of each Quarterly Period, supply to the Society a certified list identifying each and every musical work transmitted and communicated to the Licensee's subscribers in Singapore by the Licensee from its Service. Each list shall be delivered in digital format as required by the Society and must include the following information:

- (i) the title of each individual work transmitted and communicated to the Licensee's customers at their outlets in Singapore;
- (ii) the names of composers, authors and publishers of each individual work, if possible or alternatively the names of the music labels;
- (iii) the artists or groups whose musical works are transmitted, and or communicated (if available);
- (iv) ISRC or ISWC for each work (if available);
- (v) the number of times each work has been transmitted and communicated;
- (vi) any other information as may be required by the Society from time to time; and
- (vii) the list of the subscribing outlets and addresses to the Music Transmission Service within each Licence Year.

9. BREACH

If the Licensee fails to pay any sum due under this Agreement, or commit any breach of the terms, provisions or conditions of this Agreement and fail to remedy the breach within twenty-one (21) days from date of written notice of breach, the Society may, notwithstanding anything herein before expressed to the contrary, forthwith determine this Agreement at the expiration of the said notice without prejudice to the right of the Society to recover any money previously due hereunder.

10. LIQUIDATION AND WINDING UP

If an order is made or an effective resolution is passed for the winding up or liquidation of the Licensee (other than for the purposes of amalgamation or reconstruction) or if a receiver or official manager is appointed by the Court or other competent authority over the property or assets of the Licensee or to take over the management of the Licensee's business then and in such circumstances this Agreement shall be terminated forthwith without prejudice to the Society's right to other relief in respect of non-payment of fees or other breach of this Agreement.

11. ASSIGNMENT

The benefit of this Agreement is direct and personal to the Licensee only and is not assignable or transferable either in whole or in part to any person, firm, entity or corporate.

12. CONFIDENTIALITY

Neither the Society nor the Licensee shall disclose any information or particulars given, furnished and received under this Licence to any person not a party to this Licence without the prior written consent from the other party save for its own legal advisors, the courts and/or if so required by the law howsoever.

13. NOTICES

Any notice or document required to be served or given under this Agreement or any communication between the parties herein with respect to any provision of this Agreement shall be in writing. Written notices, unless otherwise specified herein, shall be sent as follows:

(a) To Society: at the address set forth above, Attn: CEO, Dr Edmund Lam; with required simultaneous copy sent via e-mail to the following e-mail addresses, unless otherwise indicated in a notice duly given hereunder:

(i) Head of Licensing & Legal Affairs, Tan Ming Quan, at email: mingquan@compass.org.sg; and

(b) To Licensee: at the address set forth above,

Attn: _____; with required simultaneous copy sent via e-mail to the following e-mail addresses, unless otherwise indicated in a notice duly given hereunder:

_____.

14. RELEVANT LAW

This Agreement shall be governed by and construed in accordance with the laws in force in Singapore and the parties hereby agree to submit to the exclusive jurisdiction of the Singapore Courts, as regards any claim or matter arising under this Agreement. Parties may also refer the matter to the Copyright Tribunal if there is a disagreement over the tariff rate or terms in this tariff scheme.

15. GENERAL PROVISIONS

- 15.1 Parties represent and warrant that they each have full power and authority to enter into this agreement.
- 15.2 Parties agree to maintain strict confidentiality of the terms herein and not disclose the same to any third party save (a) by prior consent of the other party; (b) for the purpose of enforcement of the terms; (c) where the same is disclosed to the party's auditors and/or legal counsel or professional advisors on a confidential basis; or (d) where disclosure is necessary or required to comply with laws, regulations or directives of any government, statutory or regulatory body or pursuant to any legal process, order or directive of any court or tribunal of competent jurisdiction.
- 15.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal successors.
- 15.4 No variation or amendment to this Agreement shall bind the parties hereto unless made in writing and agreed to by all parties hereto.
- 15.5 A failure by any party hereto to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
- 15.6 Nothing in this Agreement shall be deemed to constitute a joint venture, partnership, fiduciary relationship or employment between the Parties and neither Party shall hold itself out as the agent for the other except as expressly provided herein.

ACCEPTED AND AGREED by the parties below:

For and on behalf of **Composers and Authors Society of Singapore Limited**

Signed: _____

Name: _____

Title: _____

Date: _____

For and on behalf of _____

Signed: _____

Name: _____

Title: _____

Date: _____

Schedule 1

S/N	Name of Licensee's customer	Premise address of Licensee's customer