

## **LICENCE AGREEMENT FOR PAY TELEVISION SERVICES**

This LICENCE AGREEMENT, including **Annex A**, as well as **Annexes 1A and 2** contained therein, attached hereto (this “**Agreement**”) is entered into on \_\_\_\_\_ (“**Execution Date**”), and shall be effective as of \_\_\_\_\_ (the “**Effective Date**”) by and between:

- (a) **COMPOSERS AND AUTHORS SOCIETY OF SINGAPORE LIMITED** of 60 Paya Lebar Road, #12-48, Paya Lebar Square, Singapore 409051 (the “**COMPASS**” or “**Licensor**”) (Singapore UEN: 198701730Z); and
- (b) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“**Licensee**”)  
(Singapore UEN: \_\_\_\_\_).

Licensor and Licensee are referred to herein each as a “**Party**” and collectively as the “**Parties**”.

- (A) Licensor is an organization established in Singapore to control and administer within the Territory of Singapore *inter alia* the public performance rights and rights to Communicate to the Public the Repertoire Works which are vested in, granted and/or assigned to Licensor by its members as well as its affiliated overseas societies and their members by reciprocal agreements.
- (B) Licensee is the owner, manager, operator and provider of the Pay TV Service, \_\_\_\_\_, within the Territory of Singapore. Licensee acknowledges and confirms that the provision of the Service in the Territory would necessarily involve the use of Repertoire Works and therefore by this Agreement seeks to obtain a licence from Licensor under the Tariff Scheme for the Communication to the Public of the Repertoire Works on its Service.
- (C) Licensor agrees to grant Licensee the permission and licence to Communicate to the Public the Repertoire Works on the Service subject to the following terms and conditions.
- (D) The Copyright Tribunal had ruled that the Tariff Scheme is reasonable in the Copyright Tribunal reference (CT 1 of 2019) submitted by SingNet Pte Ltd.

IT IS HEREBY AGREED as follows:

### **1. Definitions-**

- 1.1 The “Service” in this Agreement and to which the Tariff Scheme in Annex A applies is the Pay TV platform, \_\_\_\_\_, which may be known by any other names from time to time, including on-demand channels such as Astro Maya, Astro Citra and TVN Movies which have been, are or will be made available on the platform but excludes all other audio and/or video platforms which operate by way of broadcast, internet-streaming and/or download, including all OTT platforms and all VOD platforms such as Amazon

Prime Video, Apple TV+, BBC Player, Disney+, Netflix, HBO Go, Hotstar, Singtel CAST and Singtel TV GO, Starhub TV+, Viu, etc.

- 1.2 The defined terms in this Agreement shall have the meaning ascribed to them in Clause 2 of Annex A.
- 1.3 In the event of a conflict or inconsistency between the Tariff Scheme and the Agreement, the terms and conditions in the Tariff Scheme shall prevail to the extent of such conflict or inconsistency.

## **2. GRANT OF LICENCE**

- 2.1 Subject to and in consideration of Licensee's payment to Licensor of the Licence Fee, Licensor hereby grants to Licensee a non-exclusive, non-transferable and non-sub-licensable licence to Communicate to the Public the Repertoire Works on the Service in the Territory during the Licence Term, in accordance with the terms and conditions set out in this Agreement, including Annex A ("**Licence**").
- 2.2 The Licence excludes the following rights:
  - (a) the right to perform the Repertoire Works to the public;
  - (b) the right to Broadcast the Repertoire Works;
  - (c) the right to Communicate to the Public the Repertoire Works by way of online streaming of the Repertoire Works;
  - (d) the right to Communicate to the Public the Repertoire Works by way of Making Available on Demand the Repertoire Works (except as part of the Service);
  - (e) the authorisation to grant the right to: (i) perform the Repertoire Works to the public for any non-personal, commercial and/or corporate use; or (ii) communicate the Repertoire Works to the public for any non-personal, commercial and/or corporate use;
  - (f) the original sound recording or soundtrack right;
  - (g) synchronisation rights;
  - (h) reproduction rights and mechanical rights;
  - (i) the right to adapt or create derivatives of any Musical Works;
  - (j) rights in Sub-clauses (a) to (h) in relation to any other platforms aside from the Service, regardless of whether (i) these other platforms are offered, provided, operated, managed and/or owned by Licensee; or (ii) these other platforms are affiliated to, bundled with and/or share common programmes with the Service; and
  - (k) any other right save as expressly stated in this Tariff Scheme.

### 3. TERM

- 3.1 This Agreement shall commence from the Effective Date for a period of three (3) years unless earlier terminated in accordance with Clause 8 (“**Agreement Term**”).
- 3.2 The Licence shall be for the same period as the Agreement Term (“**Licence Term**”), subject to Licensee’s adherence to the terms and conditions of this Agreement including Annex A.
- 3.3 There shall be no automatic renewal of the Agreement Term or the Licence Term.

### 4. LICENCE FEES

- 4.1 In consideration of the rights and licence granted under this Agreement, Licensee agrees to pay the licence fees to Licensor in accordance with Annex A. Licensor waives any increment in licence fees due to usage prior to obtaining a licence and any late payment interest applicable to Licensor prior to the Execution Date under Clauses 4.4 and 4.5 of Annex A.
- 4.2 All licence fees paid are non-refundable.
- 4.3 Licensee is to provide its Financial Reports to Licensor in accordance with Annex A and in the form provided in Annex 1A of Annex A.
- 4.4 Licensee shall ensure that its Financial Reports provided to Licensor are true, complete and accurate in all material respects.
- 4.5 All licence fees and payments under this Agreement are subject to the compulsory prevailing Goods and Services Tax in Singapore which Licensee shall fully bear and pay to Licensor.
- 4.6 Account information of Licensor:

Name of Bank	OCBC Bank Ltd
Bank Code	7339
Branch Code	517
Address	65 Chulia Street, OCBC Centre, Singapore 049513
Telephone No.	+65 6538 1111 (Business Banking Hotline)
Beneficiary Name	Composers and Authors Society of Singapore Ltd
Account No	517127858001
Swift Code	OCBCSGSGXXX

4.7 Invoice information of Licensee:

Invoices shall be sent to Licensee at the address set forth above and via email to \_\_\_\_\_ and \_\_\_\_\_ unless otherwise notified in writing to Licensor.

**5. AUDITING**

5.1 Licensor may audit Licensee's accounts in accordance with Clause 7 of Annex A.

**6. MUSIC USAGE REPORTS**

6.1 Licensee is to provide its Music Usage Reports to Licensor according to Clause 6.1 of Annex A and in the form provided in Annex 2 of Annex A.

**7. REPRESENTATIONS, WARRANTIES, INDEMNITY AND LIABILITY**

7.1 Each Party represents, warrants and covenants that:

- (a) it has the full right and authority to enter into this Agreement;
- (b) it is duly organized and validly existing under the laws of the jurisdiction of its organization, and has all requisite power and authority to execute, deliver, and perform this Agreement; and
- (c) it will comply with all applicable laws, regulations, orders and other requirements of any governmental authority related to its performance of this Agreement.

7.2 Licensor represents and warrants to Licensee that:

- (a) it has all the necessary ownership, rights, licences and authority to grant Licensee the right to Public Communication of the Repertoire Works on the Service pursuant to this Agreement;
- (b) it has been granted the requisite rights, licenses, authorisations and consents by the Affiliated Foreign Societies and/or their members to grant to Licensee the Licence and right to Public Communication of the Repertoire Works on the Service granted pursuant to this Agreement; and
- (c) Licensee's Public Communication of the Repertoire Works on the Service in accordance with the terms and conditions of this Agreement does not and will not infringe any copyrights of any third-party.

- 7.3 Licensors will indemnify and hold Licensee and its directors, officers, employees, servants and agents (collectively, “**Indemnitees**”) harmless against all liabilities, damages, losses, costs, fees and expenses (including reasonable legal costs and other professional costs and expenses) incurred or suffered by the Indemnitees to the extent that it relates to any claim made or threatened by a third party that Licensee’s Public Communication of the Repertoire Works on the Service during the Licence Term in accordance with the terms and conditions of this Agreement infringes the third party’s copyrights (“**Third-Party Claim**”).
- 7.4 The obligation to indemnify in Clause 7.3 is conditioned on the following:
- (a) Licensee immediately notifying Licensors of the Third-Party Legal Claim and cooperating reasonably with Licensors to resolve the Third-Party Legal Claim;
  - (b) Licensee tendering sole control of the indemnified portion of the Third-Party Legal Claim to Licensors, subject to the following:
    - (i) Licensors shall keep Licensee reasonably informed of the progress of and developments in the Third-Party Claim;
    - (ii) Licensee may, at its own expense, appoint its own non-controlling counsel to advise the Licensee and represent its interests; and
    - (iii) any settlement requiring Licensee to admit liability, pay money, or take (or refrain from taking) any action (including making any public or other disclosures, or any public apology), will require Licensee’s prior written consent which is not to be unreasonably withheld or delayed; and
  - (c) Licensee does not first settle, obtain or enter into an agreement to obtain a licence from a third party for use of any Repertoire Work before seeking indemnification from Licensors for amounts payable for such a licence.
- 7.5 Each Party shall not be liable for any loss, claim or damage the other Party may suffer in connection with any loss of data, loss of profits, loss of goodwill, loss of business or business opportunity, or indirect or consequential loss, claim or damage of any kind, regardless of the cause thereof, including but not limited to the negligence of first Party, and even if it has been advised of the possibility of such loss.

## 8. TERMINATION

- 8.1 Either Party may suspend performance of and/or terminate this Agreement with immediate effect if the other Party:
- (a) is in material breach of this Agreement where such breach is incapable of remedy; or

- (b) is in material breach of this Agreement where such breach is capable of remedy and fails to remedy that breach within thirty (30) days after receiving written notice of such breach.
- 8.2 Any breaches of Clauses 4.1, 4.3, 4.4, 5, 7.1 or 7.2 will constitute material breach of this Agreement, giving rise to a right of the innocent Party to terminate this Agreement pursuant to clause 8.1.
- 8.3 Either Party may terminate this Agreement with immediate effect, if in respect of the other Party any of the following events occur:
  - (a) the other Party is or is deemed for the purposes of any applicable law to be, unable to pay its debts as they fall due for payment;
  - (b) a petition is presented or documents filed with a court or any registrar or any resolution is passed for the other Party's winding-up, administration or dissolution or for the seeking of relief under any applicable bankruptcy, insolvency, company or similar law;
  - (c) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, supervisor, administrative receiver, administrator or similar officer is appointed in respect of the other Party or any of the other Party's assets; or
  - (d) any event analogous to the events listed in (a) to (c) above takes place in respect of the other Party in any jurisdiction.
- 8.4 In the event of early termination of this Agreement, any licence fees paid to Licensor shall not be refunded to Licensee and the licence fees that have accrued remain payable to Licensor.
- 8.5 Upon the expiry or termination of this Agreement, Licensee will use commercially reasonable efforts to cease any and all Communication to the Public or any and all other use, exploitation, and/or display of Repertoire Works to the Subscribers of the Service within thirty (30) days of the effective date of termination, except as expressly authorised in writing by Licensor.
- 8.6 The Parties' rights and obligations of Clauses 4, 5 and 6 insofar as they pertain to the periods prior to termination only, and Clauses 7, 8.4, 8.5, 8.6 and 10 of this Agreement will survive the expiry or termination of this Agreement. In addition, the terms contained in this Agreement which by their nature and context survive or are expressly intended to survive the expiration or termination of the Agreement Term will so survive and continue in full force and effect until they are satisfied or by their nature expire. Notwithstanding the above, termination of this agreement for whatever reason shall be without prejudice to any rights which have already accrued to the Parties under this Agreement prior to such termination.

## 9. NOTICES

9.1 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 Licensor: at the address set forth above, Attn: \_\_\_\_\_; with required simultaneous copy sent via e-mail to: \_\_\_\_\_

\_\_\_\_\_ unless otherwise indicated in a notice duly given hereunder:

(b) To Licensee: at the address set forth above, Attn: \_\_\_\_\_; with required simultaneous copy sent via e-mail to \_\_\_\_\_

\_\_\_\_\_ unless otherwise indicated in a notice duly given hereunder.

## 10. CONFIDENTIALITY

10.1 The terms of this Agreement and the negotiations in relation thereto, and any and all confidential information concerning the business, assets, affairs, customers, clients or suppliers of each Party that is disclosed to the other Party for purposes of this Agreement (collectively, "**Confidential Information**"), shall be kept confidential. No Party shall directly or indirectly publish, disclose, or cause to be published or disclosed, to any third party the Confidential Information. This obligation of confidentiality is subject to these exceptions:

- (a) where the disclosure is for the purpose of giving effect to and enforcing the terms of this Agreement;
- (b) where the disclosure is compelled by law, pursuant to an order of court or a tribunal of competent jurisdiction or applicable law or regulation, or in connection with any legal, governmental or administrative order. In such event, the disclosure shall only be limited to the extent required by law or pursuant to an order of a court or a tribunal of competent jurisdiction or applicable law or regulation, or with the requirements of any legal, governmental or administrative order;
- (c) where the prior written consent of the other Party has been obtained;
- (d) where disclosure is required to comply with audit and reporting requirements;
- (e) where the information was in the Party's possession at the time of disclosure and was not acquired in breach of an obligation of confidence or under an obligation of confidence;

- (f) where the information is in the public domain not due to a Party's breach of the obligation of confidence under this Clause;
- (g) where disclosure is made to the professional advisors of either Party who need to know such information for the purposes of advising the Party on its rights and obligations under this Agreement. The Party shall procure that any such professional advisors to whom the Confidential Information is disclosed comply with the obligations set out in this clause 10 as if it were a party to this Agreement; and
- (h) where the disclosure is to an Affiliate of a Party, where "**Affiliate**" of a party means a body corporate that controls or is controlled by, or is under common control with, that party. For the purposes of this definition, "control" means the ability, whether direct or indirect, to direct or influence the management and policies of a party in any way.

## 11. GENERAL PROVISIONS

- 11.1 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 out of or connected to this Agreement (including any dispute as to the validity of the Agreement), save that the Parties agree that any dispute between them in relation to or in connection with the reasonableness of the Tariff Scheme shall be referred to and finally determined by the Copyright Tribunal, save further that the Parties agree that in respect of any dispute:
  - (a) Either party may give the other Party written notice that a dispute has arisen, and parties shall first engage in good faith negotiations to attempt to resolve the dispute in an amicable manner; and
  - (b) If parties are unable to reach a negotiated agreement within sixty (60) days from the date of the notice referred to in sub-clause (a), which period is inclusive of the remedy period in Clause 8.1(b), or such extended date as the Parties may agree, the dispute shall be referred to and finally determined by the Copyright Tribunal.
- 11.2 The rights and obligations of each Party under this Agreement are personal and cannot be assigned, sublicensed, changed or otherwise dealt with.
- 11.3 A failure by any Party 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.
- 11.4 Each of the Parties acknowledges and agrees that this Agreement constitutes the entire agreement and understanding between the Parties in relation to the subject matter of this Agreement ("**Subject Matter**"), and supersedes and cancels all prior agreements and/or arrangements with respect to the Subject Matter, whether such be written or oral.



- 11.5 No variation or amendment to this Agreement shall bind the Parties hereto unless made in writing and agreed to by both Parties hereto.
- 11.6 If any provision in this Agreement is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision, and the legality, validity and enforceability of such provision in any such jurisdiction shall be unaffected.
- 11.7 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.
- 11.8 The rights and remedies provided by this Agreement are cumulative and exclusive of all other rights and remedies (whether provided by law or otherwise).
- 11.9 A person who is not a Party to this Agreement shall have no right under the Contract (Rights of Third Parties) Act 2001 of the Republic of Singapore to enforce any of the terms of this Agreement.
- 11.10 As both Parties have participated in the drafting of this Agreement, the Parties agree that any applicable rule requiring the construction of this Agreement or any provision hereof against the Party drafting this Agreement shall not apply.
- 11.11 This Agreement may be signed in any number of counterparts and by the Parties hereto on separate counterparts, each of which, when so executed, shall be an original, but all counterparts shall together constitute one and the same document. Signatures may be exchanged by email, with original signatures or electronic signatures to follow. Each Party agrees to be bound by its own electronic signature and to accept the electronic signature of the other Party.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seal the day and year first above-written.

SIGNED by )  
Name: )  
Designation: )  
for and on behalf of )  
**COMPOSERS AND AUTHORS SOCIETY** )  
**OF SINGAPORE LIMITED** )

in the presence of:

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Name of Witness:  
Designation of Witness:

SIGNED by )  
Name: )  
Designation: )  
for and on behalf of )  
)

in the presence of:

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Name of Witness:  
Designation of Witness:

**ANNEX A: Annual Licence Tariff Scheme for Communication to the Public of Repertoire Works on Pay TV**

**1. SCOPE OF TARIFF SCHEME**

- 1.1 This Tariff Scheme applies to the Communication to the Public of Repertoire Works on the Service. For avoidance of doubt, this Tariff Scheme does not in any way affect the obligations of third parties to obtain other necessary licences and permits from COMPASS.

**2. DEFINITIONS**

- 2.1 The definitions in this Tariff Scheme apply to the whole of this Agreement and not only within this Tariff Scheme unless the context otherwise requires.

<b>"Act"</b>	means the Copyright Act 2021 (No. 22 of 2021), as may be amended from time to time in the relevant period.
<b>"Actual Advertising Agency Fees"</b>	mean all fees, excluding GST, paid by Licensee to third party advertising agencies in relation to advertising on the Service offering in the Territory in that Licence Year and which figures are not subsequently reversed.
<b>"Advertising Income"</b>	means all revenue, prior to the deduction of Actual Advertising Agency Fees and excluding GST, received by Licensee from all third parties including but not limited to any affiliates and partners of Licensee, in the applicable Licence Year in relation to advertising and/or sponsorships on the Service offering in the Territory to the extent recognized by Licensee as revenues under Generally Accepted Financial Practices (" <b>GAAP</b> ") or International Financial Reporting Standards (" <b>IFRS</b> ") or Singapore Financial Reporting Standards (" <b>SFRS</b> "), as the case may be, and not subsequently reversed, during the applicable Licence Year.
<b>"Affiliated Foreign Societies"</b>	means collective management societies, entities and organisations worldwide which are appointed by the copyright holders of the foreign works to manage the rights comprised in the copyright in those works, with whom Licensor has entered into agreements or arrangements for a period which includes the Agreement Term or part thereof, including but not limited to those listed in <b>Annex 3</b> .
<b>"Broadcast"</b>	has the meaning as defined in s 27 and s 28 of the Act.
<b>"Cable Programme"</b>	has the meaning as defined in s 34 of the Act.
<b>"Cable Programme Service"</b>	has the meaning as defined in s 35 of the Act.

<b>“Communicate to the Public”</b> or <b>“Communication to the Public”</b>	has the meaning as defined in s 61 of the Act.
<b>“Financial Report”</b>	has the meaning defined in Clause 4.2 of this Tariff Scheme.
<b>“Licence Fee”</b>	has the meaning defined in Clause 4.3 of this Tariff Scheme.
<b>“Licence Year”</b>	means the period of twelve (12) calendar months commencing from the effective date of the licence.
<b>“Made Available on Demand”</b> or <b>“Making Available on Demand”</b>	means making available (on a network or otherwise) in way that it may be accessed by any person on demand as defined in s 61(1)(c) read with s 62 the Act.
<b>“Musical Work(s)”</b>	means any musical work and any lyrics or words written to be used with such musical work (if applicable) or any part thereof (all as defined by copyright law in Singapore).
<b>“Music Usage Report(s)”</b>	has its meaning defined in Clause 6 of this Tariff Scheme.
<b>“Net Television Revenue”</b>	has the meaning defined in Clause 4.1 of this Tariff Scheme.
<b>“OTT”</b>	means Over-the-Top television where the content is streamed over the internet or other wireless means or Made Available on Demand to the subscriber / user.
<b>“Repertoire Works”</b>	means all Musical Works whether in whole or part, and if in part only to the extent of such part, in which the right to Communicate to the Public are or may be at any time during the Agreement Term be vested in, owned, or controlled, licensed or administered by Licensor in Singapore, or any of the Affiliated Foreign Societies in any other country.
<b>“Set-top Box Rental Fees”</b>	means all revenue, excluding GST, received by Licensee from Subscribers in the applicable Licence Year and for the Service offering in the Territory, for the rental of set-top boxes to Subscribers, based on such figures as stated on the invoices issued by Licensee to Subscribers and which figures are not subsequently reversed.
<b>“Subscriber(s)”</b>	means a person who subscribes to the Service.
<b>“Subscription Fees”</b>	means all revenue, excluding GST but including Set-top Box Rental Fees and Technical Access Fees, received by

	<p>Licensee from Subscribers in the applicable Licence Year in relation to the Service offering in the Territory to the extent recognized by Licensee as revenues under Generally Accepted Financial Practices (“GAAP”) or International Financial Reporting Standards (“IFRS”) or Singapore Financial Reporting Standards (“SFRS”), as the case may be, and not subsequently reversed during the applicable Licence Year.</p>
“Territory”	means Singapore.
“Technical Access Fees”	<p>mean all revenue, excluding GST, received by Licensee from Subscribers in the applicable Licence Year for the Service offering in the Territory in relation to technical assistance and support services provided by Licensee to Subscribers for an invoiced fee for the purpose of accessing the Service, such as installation and set-up, diagnostic services, troubleshooting, repairs, maintenance and updates, technical advice provided in-person or remotely, and all other similar fees paid by Subscribers to Licensee for labour costs and hardware components, to the extent recognized by Licensee as revenues under Generally Accepted Financial Practices (“GAAP”) or International Financial Reporting Standards (“IFRS”) or Singapore Financial Reporting Standards (“SFRS”), as the case may be, and not subsequently reversed, during the applicable Licence Year.</p> <p>For avoidance of doubt, Technical Access Fees shall not comprise of the following in relation to the Service:</p> <ul style="list-style-type: none"> <li>(a) Set-top Box Rental Fees;</li> <li>(b) Advertising Income;</li> <li>(c) Actual Advertising Agency Fees;</li> <li>(d) sponsorships and subsidies;</li> <li>(e) financial and transaction fees incurred in the use of credit card and payment systems;</li> <li>(f) mobile carrier integrated billing fees, applicable “app store” fees, credit card transaction fees, “micropayment fees” and any other third-party billing platform or payment method fees;</li> <li>(g) expenses and costs incurred by Licensee including but not limited to: operations; programme content; carriage fees; purchase and maintenance of technical hardware and software including set-top boxes; property, plant and equipment; all forms of computer systems; all forms of hardware and software; rent and utilities; facilities maintenance; marketing and advertising; sales</li> </ul>

	and accounting; staff, management and administrative salaries; insurance; legal, depreciation and amortisation; and any other expenses or capital expenditure as may be defined under the US GAAP, IFRS or SFRS; and (h) any other such similar items to items (a) to (f) above.
<b>"TV"</b>	means television.
<b>"VOD"</b>	means Video-on-Demand whereby a pre-recorded video is Made Available on Demand via the internet or other wireless means.

### 3. LICENCE GRANTED UNDER TARIFF SCHEME

- 3.1 Subject to and in consideration of Licensee's payment to Licensor of the Licence Fee, Licensor hereby grants to Licensee a non-exclusive, non-transferable and non-sub-licensable licence to Communicate to the Public the Repertoire Works on the Service in the Territory during the Licence Term, in accordance with the terms and conditions set out in the relevant licence agreement and this Tariff Scheme.
- 3.2 A licence to which this Tariff Scheme applies excludes the following rights:
- (a) the right to perform the Repertoire Works to the public;
  - (b) the right to Broadcast the Repertoire Works;
  - (c) the right to Communicate to the Public the Repertoire Works by way of online streaming of the Repertoire Works;
  - (d) the right to Communicate to the Public the Repertoire Works by way of Making Available on Demand the Repertoire Works (except as part of the Service);
  - (e) the authorisation to grant the right to: (i) perform the Repertoire Works to the public for any non-personal, commercial and/or corporate use; or (ii) communicate the Repertoire Works to the public for any non-personal, commercial and/or corporate use;
  - (f) the original sound recording or soundtrack right;
  - (g) synchronisation rights;
  - (h) reproduction rights and mechanical rights;
  - (i) the right to adapt or create derivatives of any Musical Works;
  - (j) rights in Sub-clauses (a) to (h) in relation to any other platforms aside from the Service, regardless of whether (i) these other platforms are offered, provided, operated, managed and/or owned by Licensee; or (ii) these other platforms are affiliated to, bundled with and/or share common programmes with the Service; and
  - (k) any other right save as expressly stated in this Tariff Scheme.

#### 4. TARIFF RATE

- 4.1 The tariff rate of the annual licence fees payable by Licensee to Licensor for a licence granted under this Tariff Scheme for Communication to the Public of Repertoire Works on the Service is:

1.5% of Net Television Revenue,

Where "**Net Television Revenue**" shall mean (a) all Subscription Fees received by Licensee from Subscribers of the Service; and (b) all Advertising Income received by Licensee from its Service, less (i) Set-top Box Rental Fees, (ii) Technical Access Fees, and (iii) Actual Advertising Agency Fees, provided that the aforesaid deduction for the Actual Advertising Agency Fees do not exceed fifteen percent (15%) of the Advertising Income referenced above.

- 4.2 **Financial Reporting:** Within six (6) months after the end of each Licence Year, Licensee is to provide Licensor with a financial report in the form in Annex 1A of this Tariff Scheme declaring the amount of: (a) Subscription Fees; (b) Advertising Income; (c) Set-top Box Rental Fees; (d) Technical Access Fees and (e) Actual Advertising Agency Fees in respect of the Service for that Licence Year ("**Financial Report**") The Financial Report is to be certified by a finance representative of Licensee with the full name of the finance representative, designation of the finance representative and signature.
- 4.3 **Licence Fee:** Within thirty (30) days of receiving Licensee's Financial Report, Licensor will provide to Licensee an invoice for the licence fee for that Licence Year, calculated based on the information disclosed in the Financial Report and the tariff rate set out in clause 4.1 ("**Licence Fee**"). Licensee will make payment to Licensor for the Licence Fee within sixty (60) days of receiving the invoice.
- 4.4 **Usage prior to licence:** The Licence Fee payable for the first (1st) year of the licence will be fifty per cent (50%) higher ("**Increased Licence Fee**") where the owner, manager, operator and/or provider of the Service has not obtained Licensor's licence before Communication to the Public on the Service the Repertoire Works. This is without prejudice to Licensor's rights to claim the full licence fees for past periods by commencement of legal action or otherwise.
- 4.5 **Late payment interest:** All licence fees outstanding for over nine (9) calendar months after the end of the relevant Licence Year are subject to late payment interest of ten per cent (10%) per annum, unless delay was caused by Licensor's failure to provide to Licensee the relevant invoice pursuant to Clause 4.3 of this Tariff Scheme after Licensee had provided the relevant Financial Report pursuant to Clause 4.2 of this Tariff Scheme.

## 5. TAX

- 5.1 All Licence Fees and other payments under this Tariff Scheme are subject to the compulsory prevailing Goods and Services Tax in Singapore which Licensee shall fully bear and pay to Licensor.

## 6. MUSIC USAGE REPORT

- 6.1 Within 1 month of each particular month during the Licence Term, Licensee is to provide Licensor with its Electronic Programme Guide in a CSV format to be uploaded to Licensor's File Transfer Protocol ("**Music Usage Report**"), provided that Licensor gives reasonable advance notice with clear details of how and where the Music Usage Report are to be uploaded. The prescribed form for the Music Usage Report is provided in Annex 2 of this Tariff Scheme.

## 7. AUDIT

- 7.1 At any time within six (6) years after a Licence Year, Licensor may request for Licensee's certified accountant (the "**Audit Accountant**"), to examine Licensee's books and records solely for the purposes of verifying the accuracy of the Financial Report (or lack thereof) rendered by Licensee to Licensor for that particular Licence Year. Such audit shall (i) require at least sixty (60) days' prior written notice to Licensee; and (ii) can take place only once in respect of the audited Licence Year. Licensee shall participate in the audit process in good faith and provide reasonable assistance and cooperation. Licensee shall solely bear the full cost and expense of the audit.
- 7.2 The Audit Accountant shall issue the audit report to Licensor and Licensee simultaneously.
- 7.3 Each audit report issued by the Audit Accountant in respect of the audit shall be deemed final and binding upon Licensor and Licensee as an account stated and shall not be subject to any claim or objection by either party unless the objecting party notifies the other party of its specific written objection to the applicable statement(s) within the audit report, stating the basis thereof in reasonable detail within one (1) year after the date such audit report is rendered.
- 7.4 Licensor and Licensee shall both have the right to disclose and/or use the audit report in Court and before the Copyright Tribunal.
- 7.5 After the audit report is issued,  
(a) In the event that the audit is performed for a Licence Year which Licensee had failed to provide the Financial Report within six (6) months from the end of that Licence Year, Licensee shall pay Licensor the licence fees established in the audit report. Late payment interest at ten per cent (10%) per annum shall apply calculated commencing from nine (9) calendar months after the end of that audited Licence Year; and



- (b) If the audit report establishes an underpayment of licence fee under this Tariff Scheme due to Licensor, Licensee shall pay Licensor the actual corrected fees within sixty (60) days of the date of the audit report. Late payment interest at ten per cent (10%) per annum shall apply calculated commencing from nine (9) calendar months after the end of that audited Licence Year.

**ANNEX 1A: Form for Financial Report**

Pursuant to Clause 4 of the main body of the Licence Agreement between COMPASS and \_\_\_\_\_ dated \_\_\_\_\_ ("**Licence Agreement**"),  
Licensee hereby provides the requisite financial figures for the period of \_\_\_\_\_  
to \_\_\_\_\_:

S/N	Item	Amount (S\$)
(A)	Subscription Fees	
(B)	Advertising Income	
(C)	Set-top Box Rental Fees	
(D)	Technical Access Fees	
(E)	Actual Advertising Agency Fees	
	<b>Net Revenue: (A) + (B) – (C) – (D) – (E)</b>	

The terms used in this form are as defined in the abovementioned Licence Agreement.

I certify that the above figures are materially true, complete and accurate.

Full Name of Finance Representative:

Designation of Finance Representative:

Signature:

**ANNEX 2: Form for Music Usage Report**

Channel Name	Channel Number	Date	Time	Title	Alt Title	Ep Title	Ep No	Synopsis	Genre	Sub Genre	Actors	Directors
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(fields to be provided only where available)

**ANNEX 3: List of Affiliated Foreign Societies**

S/N	Society	Society Acronym	Territory
1	Associacao Brasileira De Musica	ABRAMUS	Brazil
2	Agencia Cubana De Derecho De Autor Musical	ACDAM	Cuba
3	Society of Authors, Composers and Music Publishers In Israel	ACUM	Israel
4	Staatlich genehmigte Gesellschaft der Autoren, Komponisten und Musikverleger, reg.Gen.m.b.H.	AKM	Austria
5	Albanian's Authors & Composers' Society	ALBAUTOR	Albania
6	American Music Rights Association Inc	AMRA	USA
7	Australia Performing Right Association Limited	APRA	Australia
8	American Society of Composers, Authors and Publishers	ASCAP	USA
9	Collecting Management Organization of Music Authors and Rightsholders	AUTODIA	Greece
10	Broadcast Music, Inc	BMI	USA
11	Vereniging BUMA	BUMA	Netherlands
12	The Composers and Authors Society of Hong Kong Limited	CASH	Hong Kong
13	The Copyright Society of Composers, Authors and Publishers Incorporated	COSCAP	Barbados
14	Eesti Autorite Ühing	EAU	Estonia
15	Filipino Society of Composers, Authors and Publishers Inc	FILSCAP	Philippine
16	The Association GCA	GCA	Georgia
17	Gesellschaft Fur Musikalische Aufführungs- Und Mechanische Vervielfal Tigungsrechte	GEMA	Germany
18	Hrvatsko Drustvo Skladatelja - Zastita Autorskih Muzickih Prava Croatian Composers' Society	HDS ZAMP	Croatia
19	Irish Music Rights Organisation CLG	IMRO	Ireland
20	Indian Performing Right Society Limited	IPRS	India
21	Jamaica Association of Composers, Authors and Publishers Limited	JACAP	Jamaica

22	Japanese Society for Rights of Authors, Composers and Publishers	JASRAC	Japan
23	KODA	KODA	Denmark
24	Korea Music Copyright Association	KOMCA	Korea
25	Macau Association of Composers, Authors & Publishers	MACA	Macau
26	Music Authors' Copyright Protection (MACP) Berhad	MACP	Malaysia
27	Mauritius Society of Authors	MASA	Mauritius
28	Music Copyright Society of China	MCSC	China
29	Music Copyright (Thailand) Ltd	MCT	Thailand
30	Mongolian Society of Composers, Authors & Publishers	MOSCAP	Mongolia
31	Music Royalty Collection Society Nepal	MRCSN	Nepal
32	Bulgarian Society of Composers, Authors and Music Publishers	MUSICAUTOR	Republic of Bulgaria
33	Music Copyright Intermediary Society of Chinese Taipei	MÜST	Taiwan
34	Performing Right Society Limited	PRS	London
35	Russian Authors' Society	RAO	Russian Federation
36	Société Belge des Auteurs, Compositeurs et Editeurs	SABAM	Belgium
37	Societe des Auteurs Compositeurs et Editeurs de Musique	SACEM	France
38	Sociedad de Autores y Compositores de Musica, S. de G. C. de I. P.	SACM	Mexico
39	Sociedad Argentina De Autores Y Compositores De Musica	SADAIC	Argentina
40	Southern Africa Music Rights Organisation, Limited	SAMRO	South Africa
41	SESAC Inc.	SESAC	USA
42	Sociedad General De Autores Y Editores	SGAE	Spain
43	Società Italiana degli Autori ed Editori	SIAE	Italy
44	Society of Composers, Authors and Music Publishers of Canada	SOCAN	Canada
45	Savez organizacija Kompozitoria Jugoslavije	SOKOJ	Yugoslavia
46	Sociedade Portuguesa de Autores, CRL	SPA	Portugal
47	The Composers Rights Society of Iceland	STEF	Iceland
48	Svenska Tonsättares Internationella Musikbyrå	STIM	Sweden

49	Genossenschaft der Urheber und Verleger von Musik	SUISA	Switzerland
50	Säveltäjän Tekijänoikeustoimisto Teosto ry	TEOSTO	Finland
51	TONO SA	TONO	Norway
52	União Brasileira de Compositores	UBC	Brazil
53	The Vietnam Centre For Protection of Music	VCPMC	Vietnam
54	Wahana Musik Indonesia PT	WAMI	Indonesia
55	Stowarzyszenie Autorów ZAiKS	ZAiKS	Poland