

MAGNUS-OPUS

P.O. Box 195
Balmain NSW 2041
Australia

LICENCE AGREEMENT

PLEASE USE BLOCK LETTERS AND A BLACK PEN.

I/We apply for a licence from Magnus-Opus which, subject to the terms set out in this document, authorises the performance in public of the work specified within this licence agreement and within the circumstances and by the method(s) as described below.

Magnus-Opus agrees to authorise:-

The musical performances of the Opus specified in this licence agreement, in public, via any form of a broadcast medium or cable network, telephone network or satellite communications system.

Authorisation is also granted for public concerts and performances of the specified Opus.

Authorisation is also granted for digital or analogue storage and retrieval of the Opus and/or digital representations of the specified Opus.

LICENCE SCHEME AND CIRCUMSTANCES

Magnus-Opus; Opus Number applied for (MO #)

Select one of the following:-

1. Single usage Licence (Applicant must specify the Venue, Time and Date of the Performance)
 2. Annual Licence
 3. Permanent Assignment of Copyright (permanent and exclusive assignment of Copyright ownership to applicant)

Applicant Status:-

- Individual
 Organisation

Name of Applicant: (company/partnership/sole trader) _____

Address: _____

Postcode: _____

Email: _____

Address for correspondence: _____

Postcode: _____

Phone: (___) _____

Mobile: _____

Fax: (___) _____

Applicant's ACN (if applicable): _____

ABN: _____

Date on which music usage commenced: _____

This application will only constitute a legally binding agreement after full Licence fees have been received and a signed contract has been received by the applicant.

1 SCOPE OF LICENCE

1.1 Magnus-Opus grants the Applicant a licence to perform in public only the Opus specified and only in the circumstances and by the methods described on the front of this agreement.

1.2 The licence in clause 1.1 includes:-

The musical performances of the Opus specified in this licence agreement, in public, via any form of a broadcast medium or cable network, telephone network or satellite communications system.

Authorisation is also granted for public concerts and performances of the specified Opus.

Authorisation is also granted for digital or analogue storage and retrieval of the Opus and/or digital representations of the specified Opus.

The performance of any sound recording of the Opus.

This Licence excludes any other right not expressly granted under this agreement.

2 DURATION OF THE AGREEMENT

Option 1:-

Single performance only - the applicant must specify the time and date of the performance.

Option 2:-

This agreement is for an initial period of 1 year from the day which is the first day of a month and nearest the Commencement Date. After the expiry of the initial period, the agreement continues for successive 1 year periods until terminated by either party on at least 1 month's notice terminating on the anniversary of the expiry of the initial period.

Option 3:-

This agreement transfers the full performance rights from Magnus-Opus to the Applicant from the day which is the first day of a month and nearest the Commencement Date.

3 CALCULATION OF LICENCE FEES

Option 1a:- Individual Applicant - Single Performance = US\$ 0.05

Option 1b:- Organisational Applicant - Single Performance = US\$ 1.00

Option 2a:- Individual Applicant - Annual Licence = US\$ 100.00

Option 2b:- Organisational Applicant - Annual Licence = US\$ 1000.00

Option 3a:- Individual Applicant - Permanent Rights = US\$ 1000.00

Option 3b:- Organisational Applicant - Permanent Rights = US\$ 10,000.00

An additional US\$25 administration fee will be charged for Options 1a and 1b.

Australian applicants must add 10% GST - this does not apply to applicants who reside outside Australia and its Territories.

4 SUPPLY OF INFORMATION

4.1 The Applicant must notify Magnus-Opus within 28 days of any change to the particulars of this agreement.

4.2 The Applicant must, on request by Magnus-Opus, supply Magnus-Opus with a list of all Magnus-Opus works performed in the form and for the period specified by Magnus-Opus from time to time.

5 PAYMENT

The Applicant must pay the licence fee calculated in accordance with clause 3 for each Licence Year within 14 days after the date of Magnus-Opus's invoice stating the licence fee for the Licence Year and any goods and services tax payable.

6 TERMINATION

MAGNUS-OPUS may immediately terminate this agreement by notice to the Applicant if the Applicant:-

- (a) fails to pay any sum when due under this agreement within 14 days after the due date;
- (b) breaches any other term of this agreement and fails to remedy the breach within 7 days after being requested in writing to do so by MAGNUS-OPUS;
- (c) being a corporation, goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration; or
- (d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.

7 DEFINITIONS

In the licence:-

Works within MAGNUS-OPUS's repertoire means all musical works (herein described as "Opus") including any words normally associated with those works by the copyright owner, the right of public performance of which is vested in MAGNUS-OPUS .

Device means any device referred to on the front of this agreement.

Consumer Price Index means the Index of that title All Groups Sydney published by the Australian Bureau of Census and Statistics or any authority substituted by Statute, related to base year 1989- 90 equals 100, and September Quarter means quarter year ending 30 September.

Dramatic Context means in conjunction with acting, costumes, scenic accessories, scripted dialogue or other dramatic effects, or as a ballet.

Grand Right Work means a musical work and associated lyrics written expressly for an opera, operetta, musical play, revue or pantomime.

Licence Year means any 12 month period commencing on the day which is the first day of a month and nearest the Commence-ment Date or the anniversary of the that date as the case may be.

8 DISPUTE RESOLUTION

If any dispute arises out of or in connection with this agreement, either party may submit that dispute to the alternative dispute resolution mechanism approved by the Australian Competition Tribunal constituted under the Trade Practices Act 1974 in the determination in relation to File Nos. 4 and 5 of 1998. Information about the mechanism can be obtained from MAGNUS-OPUS.

9 NOTICES

9.1 A notice under this agreement must be in writing and may be given to a party by:

- (a) delivering it to the address of the party;
- (b) sending it by pre-paid post to the address of the party; or
- (c) sending it by facsimile to the facsimile number of the party, and the notice will be deemed to have been received by the party on receipt.

9.2 A facsimile is deemed to have been received on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the party.

10 MISCELLANEOUS

10.1 No waiver by MAGNUS-OPUS of any breach of any provision of this agreement operates as a waiver of another breach of the same or of any other provision of this agreement.

10.2 This agreement is personal to the Applicant. The Applicant is not entitled to assign any of its rights without MAGNUS-OPUS's prior written consent.

10.3 This agreement may only be varied by the written agreement of the parties.

