

Date:

**and**

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**IMAGE LICENCE AGREEMENT**  
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# IMAGE LICENCE AGREEMENT

This Image Licence Agreement ("**Agreement**") is made on [REDACTED] between:

- (1) [REDACTED] (NRIC/Passport No.: [REDACTED]) of [REDACTED] ("**Licensor**"); and  
(2) [REDACTED] (NRIC/Passport No.: [REDACTED]) of [REDACTED] ("**Licensee**").

[REDACTED] of the Licensor and the Licensee is referred to as "**Party**" and [REDACTED], as "**Parties**".

## RECITALS:

(A) The [REDACTED] is the legal and [REDACTED] owner of the [REDACTED], the [REDACTED] of which is set out in [REDACTED] of this [REDACTED] ("**Photograph**").

(B) The Licensee is [REDACTED] to obtain a [REDACTED] from the [REDACTED] to use the [REDACTED] and the [REDACTED] agrees to [REDACTED] the [REDACTED] a [REDACTED] to use the [REDACTED] on the terms and conditions of this [REDACTED].

## 1 GRANT OF LICENCE

- 1.1 In [REDACTED] of the [REDACTED], mutual promises and [REDACTED] of the [REDACTED] in this [REDACTED] and a [REDACTED] of Ringgit Malaysia [REDACTED] ( [REDACTED] ) paid by the [REDACTED], being the [REDACTED] fee for the [REDACTED] ("**Licence Fee**"), the Licensor to [REDACTED] to the Licensee [REDACTED] right to use the [REDACTED] ("**Licence**") in accordance with the [REDACTED] of this [REDACTED].
- 1.2 The [REDACTED] agrees to [REDACTED] the [REDACTED] to the [REDACTED] for a period of [REDACTED] year ("**Licence Period**").
- 1.3 This [REDACTED] shall [REDACTED] into full [REDACTED] and [REDACTED] on and [REDACTED] the date of this [REDACTED] and shall continue [REDACTED] the [REDACTED] of the Licence [REDACTED] or the [REDACTED] of this [REDACTED] in [REDACTED] with the [REDACTED] of this [REDACTED], whichever is the [REDACTED].
- 1.4 During the [REDACTED] Period, the [REDACTED] grants to the [REDACTED] the full [REDACTED] in the [REDACTED] to the [REDACTED] this [REDACTED].

## 2 LICENCE FEE AND PAYMENT

- 2.1 The [REDACTED] agrees to pay the [REDACTED] into an [REDACTED] as provided by the [REDACTED] within [REDACTED] days [REDACTED] the date of this [REDACTED].
- 2.2 For the [REDACTED] of doubt, [REDACTED] agent fees or [REDACTED] shall be [REDACTED] borne by the [REDACTED].

## 3 WARRANTIES AND UNDERTAKINGS

- 3.1 The Parties [REDACTED] and warrant to each [REDACTED] as follows:
- 3.1.1 [REDACTED] it has the [REDACTED] and [REDACTED] to enter into and [REDACTED] this [REDACTED], which [REDACTED] will constitute [REDACTED] and binding [REDACTED] on each of [REDACTED], in [REDACTED] with these [REDACTED];
- 3.1.2 [REDACTED] it is not [REDACTED] and will not become [REDACTED] as a result of [REDACTED] into this [REDACTED];
- 3.1.3 [REDACTED] the [REDACTED] into and [REDACTED] of its [REDACTED] under this [REDACTED] will not [REDACTED] any [REDACTED];
- 3.1.4 [REDACTED] all necessary [REDACTED] for the [REDACTED] into and [REDACTED] of its obligations [REDACTED] this [REDACTED] have been [REDACTED];
- 3.1.5 [REDACTED] its [REDACTED] under this [REDACTED] are valid, [REDACTED] and [REDACTED];

3.1.6 as at the of this , it is not in any , arbitrations or for dispute , and to its there no , arbitrations or other for dispute initiated it and for ;

3.1.7 it is in and will with all laws to it.

3.2 The Licensor further and undertakes to the as follows:

3.2.1 the shall the to the in the jpeg , of dimensions millimetres by millimetres and at a of no less ;

3.2.2 the is the sole and of all , title and derived from and in with the and the ;

3.2.3 the does not any that the or any other of any third ; and

3.2.4 the has all permissions and to grant the to the .

#### 4 LICENSEE'S OBLIGATIONS

4.1 The undertakes to with the obligations at all during the of this :

4.1.1 The shall to the best of knowledge and , exercise the in any that is, or the , or any of the ;

4.1.2 The shall not, the prior consent of the , use or the so as to that the endorses any or or that is of sentiments or that is public in ;

4.1.3 The shall not file copyright in to the in any in any ;

4.1.4 The shall not , suffer or to do act, , matter or which, shall, or is to, affect or , the Licensor's in or in to the ;

4.1.5 The shall enter into any with any which is the Licence to the under this ; and

4.1.6 to the compliance of the and the terms and of this , the has the right to how to use and to the .

4.2 The Licensee and that rights, and interests from and in with the and the shall at all to vest and with the .

#### 5 TERMINATION

5.1 This shall upon the of the Licence .

5.2 A Party, without to any that have under this or of its rights or , may this by a notice in to the other Party the of of the events:

5.2.1 if the defaulting shall commit any of any terms of this and not the within days from date of from non-defaulting Party for the to be (if capable of ); and/or

5.2.2 if a Party insolvent or , as the case be.

5.3 On termination of this Agreement:

- 5.3.1 all [redacted] and [redacted] granted to the [redacted] under this [redacted] to use the [redacted] shall [redacted] and terminate on [redacted] date;
- 5.3.2 the [redacted] shall pay all [redacted] due and [redacted] to the [redacted], [redacted] any Fee, as at the [redacted] date;
- 5.3.3 the [redacted] shall return to the [redacted] the [redacted] and other [redacted] or [redacted] or information [redacted] to the [redacted] within [redacted] days [redacted] the date of termination [redacted] that the [redacted] no longer [redacted] in its [redacted] any of the [redacted] and the [redacted].
- 5.4 [redacted] the [redacted] of this [redacted] pursuant [redacted] any of the [redacted] of this [redacted], [redacted] of the [redacted] will [redacted] any [redacted] rights or [redacted] under this [redacted] to the [redacted] except in [redacted] of:
- 5.4.1 [redacted] rights or [redacted] under this [redacted] which are [redacted] to apply or [redacted] to be [redacted] after the [redacted] of this [redacted]; and
- 5.4.2 [redacted] rights or [redacted] which have [redacted] in [redacted] of any [redacted] of [redacted] of this [redacted] to any [redacted] prior to or by [redacted] of such [redacted].

## 6 BREACH AND INDEMNITY

A defaulting [redacted] agrees to, at all [redacted], protect, [redacted] and hold [redacted] the [redacted] Party and [redacted] each and [redacted] action, [redacted], liability, [redacted], damages, [redacted], claim, [redacted] and other [redacted] of nature [redacted] which the [redacted] Party suffer, [redacted] or [redacted] arising or in [redacted] with a [redacted] of [redacted] of the [redacted], undertakings and [redacted] under this [redacted] by the [redacted] Party and [redacted] arising out of [redacted] third party [redacted], claim or [redacted], or any [redacted] of contract, [redacted], fraud, [redacted] misconduct, [redacted] of [redacted] duty or [redacted] with any [redacted] of this [redacted] by the [redacted] Party.

## 7 GOVERNING LAW

This [redacted] and any [redacted] or [redacted] (including [redacted] disputes or [redacted]) arising [redacted] of or in connection [redacted] it or its subject matter or [redacted] shall be [redacted] by and [redacted] in accordance [redacted] the [redacted]. Each [redacted] irrevocably agrees [redacted] the courts of [redacted] shall have jurisdiction to [redacted] any [redacted] or claim ( [redacted] non-contractual [redacted] or claims) [redacted] out of or in [redacted] with this [redacted] or its [redacted] or [redacted].

## 8 OTHER PROVISIONS

- 8.1 No [redacted] shall be [redacted] to [redacted], license or [redacted] in any [redacted] manner [redacted] any or [redacted] of their rights obligations [redacted] this Agreement [redacted] the prior written [redacted] of the other [redacted].
- 8.2 Any [redacted], demand, [redacted], [redacted], or other [redacted] ("Notice") [redacted] or [redacted] or [redacted] any other [redacted] in connection [redacted] shall be in writing, in [redacted] and shall be [redacted] as [redacted]:

If to the Licensor:

**Address** : [redacted]

**Tel No.** : [redacted]

**Fax No.** : [redacted]

**Attention** : [redacted]

If to the Licensee:

**Address** : [REDACTED]

**Tel No.** : [REDACTED]

**Fax No.** : [REDACTED]

**Attention** : [REDACTED]

- 8.3 Subject to the [REDACTED], all [REDACTED] that [REDACTED] or are [REDACTED] to be [REDACTED] by any [REDACTED] to [REDACTED] shall be [REDACTED] given by the [REDACTED] and [REDACTED] by the [REDACTED] :
- 8.3.1 if served [REDACTED], when [REDACTED] by or on [REDACTED] of the [REDACTED] ;
- 8.3.2 if [REDACTED] by a [REDACTED] recognised [REDACTED] service, be [REDACTED] given [REDACTED] ;
- 8.3.3 if [REDACTED] by facsimile, will be [REDACTED] given [REDACTED] the [REDACTED] of the [REDACTED] report that the [REDACTED] has [REDACTED] duly [REDACTED] in its [REDACTED] ; and
- 8.3.4 if [REDACTED] by mail in the [REDACTED] described [REDACTED], will [REDACTED] deemed [REDACTED] on the [REDACTED] business day [REDACTED] the day it is [REDACTED] .
- 8.4 [REDACTED] in [REDACTED] Agreement [REDACTED] or is to be [REDACTED] to [REDACTED] the [REDACTED] as the [REDACTED], agent, [REDACTED] or [REDACTED] of the [REDACTED] .
- 8.5 No [REDACTED], modification or [REDACTED] of this [REDACTED] shall be [REDACTED] unless in [REDACTED] and signed by or on [REDACTED] of each of the [REDACTED] .
- 8.6 This [REDACTED] is the entire [REDACTED] between the [REDACTED] in respect of its [REDACTED] and [REDACTED] all previous [REDACTED] with [REDACTED] to its [REDACTED] .
- 8.7 [REDACTED] or [REDACTED] of this [REDACTED] shall not [REDACTED] either [REDACTED] from [REDACTED] liability or [REDACTED] of action [REDACTED] at the time of [REDACTED] has already [REDACTED] to either [REDACTED] or [REDACTED] may accrue in [REDACTED] of [REDACTED] act or [REDACTED] prior to such [REDACTED] or [REDACTED] . Such [REDACTED] shall but not be [REDACTED] to the [REDACTED] of any [REDACTED] due [REDACTED] this [REDACTED] .
- 8.8 If any [REDACTED] in this [REDACTED] shall be [REDACTED] to be [REDACTED], invalid or [REDACTED], in [REDACTED] or in part, under any [REDACTED], such term or [REDACTED] shall to that [REDACTED] be [REDACTED] not to [REDACTED] part of this [REDACTED] but the [REDACTED], validity or [REDACTED] of the [REDACTED] of this [REDACTED] not be [REDACTED] .
- 8.9 [REDACTED] Party [REDACTED] bear and [REDACTED] for its own [REDACTED] and [REDACTED] for and [REDACTED] to the [REDACTED] of this [REDACTED] . The Licensee [REDACTED] pay all [REDACTED] duty [REDACTED] on this [REDACTED] .
- 8.10 Each [REDACTED] shall do [REDACTED] procure to be [REDACTED] all [REDACTED] necessary to [REDACTED] effect to this [REDACTED] .
- 8.11 This [REDACTED] is [REDACTED] on the [REDACTED] of the respective [REDACTED] .
- 8.12 This [REDACTED] may be [REDACTED] on various [REDACTED] for the [REDACTED] convenience of [REDACTED] the [REDACTED] and may be [REDACTED] into in [REDACTED] of [REDACTED], all of which taken [REDACTED] shall [REDACTED] one and [REDACTED] same [REDACTED] .

*[the rest of the page is intentionally left blank]*

**EXECUTION**

Executed as an Agreement the day and the year stated above.

SIGNED by the Licensor )  
[Redacted] (NRIC/Passport No.: [Redacted]) )  
in the presence of:- )

\_\_\_\_\_  
Witness  
Name:  
NRIC/Passport No.:

\_\_\_\_\_  
Name:  
NRIC/Passport No.:

SIGNED by the Licensee )  
[Redacted] (NRIC/Passport No.: [Redacted]) )  
in the presence of:- )

\_\_\_\_\_  
Witness  
Name:  
NRIC/Passport No.:

\_\_\_\_\_  
Name:  
NRIC/Passport No.:

# **Annexure 1**

**Photograph**