

DUPLICATION INDEMNITY AGREEMENT

The Customer _____ warrants that it possesses all right (Copyright, Intellectual Property Rights, and all other rights) necessary to and legal property of all material submitted through the purchase orders to _____ (hereinafter referred to as "The Duplication Company") in connection with the production, printing, publication and/or distribution under this agreement and has obtained all necessary permits, authorizations and/or licenses in connection therewith.

The Customer _____ agrees to indemnify, defend, protect and hold The Duplication Company; and their respective officers, directors, agents and employees harmless, from against any loss, damage, fine, penalty, claim(s) or other liability arising from the production, printing, publication and/or distribution of the material, including, without limitation, claims for copyright infringement and/or royalties, including all legal expenses and disbursements incurred by The Duplication Company in contesting the same at pretrial, with that claim. The Customer agrees to provide The Duplication Company upon request, all necessary documentation for a supplied data source, including all pertinent copyright and licensing information.

The Duplication Company reserves the right, in its sole discretion, to refuse to produce/print any material, which, in its judgment is deemed improper, libelous or scandalous.

Company Name _____

Name of Officer/Owner: _____

Title of Officer: _____

Signature: _____

Date: _____

Indemnification Form

Form must be printed in black ink or typed and must be completely filled out to ensure expedient processing.

- **Letters of Indemnity are not adequate.**
- **LICENSED content requires proof of licensing for replication.**
- **OWNED content indicates the individual/organization completing this form is the IPR owner.**
- **Must be completed by the organization soliciting replication and not a broker or intermediary.**

Album/Project Title _____ Company Job Number _____

Distribution Within an organization ___ Retail ___ Free to public ___ Other _____

Countries Where Distributed _____

Are you the IPR owner for the entire disc contents? ___ YES ___ NO*

Complete the section(s) below describing the content that is applicable to the media you have ordered.
MP3 or Enhanced Disc content requires completion of both ROM and Audio sections.

1. CD-ROM / DVD-ROM Content

*If Not IPR owner, list all included non-owned software, freeware, and shareware products. Attach necessary distribution licensing documentation from the IPR owner. Some shareware and freeware products require distribution licensing. Consult the software vendor for what is necessary.

2. CD / DVD Audio Content

Check Here if COMPILATION _____

Artist(s) _____ Content/Music Type _____

An attached list of track title, artist, and IPR owner is REQUIRED.

Sampling/mixing of additional recordings not owned (regardless of type, quantity, and length) requires licensing of those original recordings.

*If Not IPR owner, proof of replication licensing from IPR owner for licensed tracks is REQUIRED.

3. CD / DVD Video Content (if Audio is separately licensed, complete Audio section and provide necessary Audio/Video Synchronization licensing)

*If Not IPR owner, proof of replication licensing from IPR owner is REQUIRED.

I affirm that all information provided herein is true and that all disc contents indicated as being "licensed" are properly licensed for replication under the terms of the original rights holder(s) with proof of such licensing and/or trademark authorization attached. I hereby state and affirm that I am the intellectual property rights owner for all contents indicated as being "owned" and approve of replication. I agree to abide by the current version of the Anti-Piracy Compliance Program procedures and standards of the International Recording Media Association (available at www.recordingmedia.org). The replicator reserves the right to refuse the processing of any order not complying with the Anti-Piracy Compliance Program guidelines.

Print Organization Name & Telephone of Ordering Party _____

Signature of Representative from Ordering Party _____

Print Name, Title, & Date _____

Intellectual Property Rights Form

Form must be printed in black ink or typed and must be completely filled out to ensure expedient processing.

TRACK LIST:

Date Ordered: _____
Order Number: _____
Company Name: _____
Contact Person: _____
Tel: _____
Fax: _____
Beeper/Cell Phone: _____
e-mail Address: _____

PROJECT NAME:

Track #: _____ Artist(s) : _____ Title: _____ IPR Owner: _____

Track #: _____ Artist(s) : _____ Title: _____ IPR Owner: _____
Track #: _____ Artist(s) : _____ Title: _____ IPR Owner: _____
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Special Instructions/Notes: _____

