

INTELLECTUAL PROPERTY RIGHTS (IPR)

(Must be submitted with every order)

- 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 _____

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 RECORD CASSETTE 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)

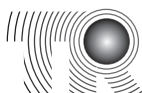
***If Not IPR owner, proof of replication licensing from IPR owner for licensed tracks is REQUIRED.**

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 right holder(s) with proof of such licensing and/or trademark authorization attached. I 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.recording-media.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 party soliciting order: _____

Print name, title & date: _____

Signature of representative from party soliciting order: _____



TO: ANTI-PIRACY PROGRAM MANAGER
TRUTONE, INC
380 Lexington Avenue, 17th Floor
New York, NY 10168

The undersigned customer ("Customer") hereby certifies, represents and warrants to Trutone, Inc that Customer owns or has obtained all necessary rights and permissions for use of all data, product, labeling, or other material provided by Customer to Trutone Inc. for us in the manufacture and/or reproduction of a product onto compact discs ("Customer Material") and that it shall pay or cause to be paid, all royalties or other sums which may become due under any contractual arrangement or under applicable laws in any jurisdiction as it relates to such Customer Material.

Customer hereby agrees to indemnify, defend and hold harmless Trutone Inc, its directors, officers, employees and agents from and against any and all losses, claims, liabilities and expenses (including reasonable attorneys fees and other expenses of litigation) with respect to: (a) claims that any patent, copyright, trademark, tradename, service mark, proprietary right or other right of a third party has been infringed by reason of (1) the mastering, duplication, replication, possession, distribution, sale, rental or use of the data supplied by Customer or the compact discs upon which such data is replicated; or (ii) the packaging, labels, trade dress and other materials with which such compact discs are distributed, sold, rented or used; and (b) claims arising from allegations by third parties that Customer has wrongfully disclosed information to Trutone Inc..

It is Trutone Inc. policy not to participate in or otherwise facilitate the unauthorized possession, replication, distribution, sale, rental or use of data by its customers. Customer understands that Trutone Inc. cooperates with the various governmental agencies and trade organizations responsible for policing the recording and replication industries and agrees that Trutone Inc. may provide to such agencies and organizations Information regarding Customer and the business conducted by Customer with Trutone Inc..

Customer understands that Trutone Inc. is a CD, DVD, record, cassette and VHS manufacturer operating at Customer's direction. Trutone Inc. makes every effort to protect intellectual property of both Customer and third parties. Customer understands and has complied with all applicable laws, including but not limited to foreign and domestic copyright laws.

This Customer Data Certification is made by Customer with the intention of being legally bound and in consideration of Trutone Inc., agreement to replicate data supplied by Customer onto compact discs. Customer agrees that in the event Customer breaches any of the terms or conditions of this Agreement, or any of the certifications made herein by Customer shall have been false when made, Trutone Inc. shall have no further obligation to Customer for the replication of compact discs, DVDs, records, VHS' and/or cassettes or any accompanying or related services.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

Title listing attached: Yes