



Intellectual Property Rights (IPR) Form

To be submitted with every order. Rev. 3-14-01

- 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 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.**

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 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 Party Soliciting Order _____

Signature of Representative from Party Soliciting Order _____

Print Name, Title, & Date _____



TO: ANTI-PIRACY PROGRAM MANAGER
RLX Media
720 SW 12th Ave
Pompano Beach FL 33069

The undersigned customer ("Customer") hereby certifies, represents and warrants to RLX Media 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 RLX Media 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 RLX Media, 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, trade name, 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 RLX Media.

It is RLX Media's 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 RLX Media cooperates with the various governmental agencies and trade organizations responsible for policing the recording and replication industries and agrees that RLX Media may provide to such agencies and organizations Information regarding Customer and the business conducted by Customer with RLX Media.

Customer understands that RLX Media is a CD and DVD disc manufacturer operating at Customer's direction. RLX Media 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 RLX Media's agreement to replicate data supplied buy 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, RLX Media shall have no further obligation to Customer for the replication of compact discs or any accompanying or related services.

Signature: _____
Name: _____
Title: _____
Company: _____
Date: _____

Anti-Piracy Form Title/content Listing	CD .	DVD .	DVD-Audio .	Audio Cassette .
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Appendix A

Section 1	The following information is REQUIRED
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Selection Number:	
Selection Title and Artist:	
Broker/Customer Name:	
Employer/Principal Broker:	
Broker/Customer Contact	
<small>PO Box or point of contact is not acceptable</small>	
Street Address:	
Suite:	
City/State/Zip:	
<small>Pager or Fax number is not acceptable</small>	
Voice Telephone:	

Section 2

Track		Length	Copyright Owner
01:			
02:			
03:			
04:			
05:			
06:			
07:			
08:			
09:			
10:			
11:			
12:			
13:			
14:			
15:			

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall apply to and be a part of Customer's order for media duplication by the duplicator listed on the face of the agreement to which these General Terms and Conditions are attached (the "Duplicator"). By Customer's signature on the reverse side of this form or delivery of any materials to Duplicator or its affiliates, or acceptance of any materials from Duplicator, the Customer listed on the reverse side of this form, on behalf of itself and its employees, representatives, consultants and each of their affiliates ("Customer") agrees with Duplicator as follows:

1. Customer Representations. Customer represents to Duplicator that: (a) it is the sole owner or authorized agent of the owner of materials and of rights (including copyrights) associated therewith delivered to Duplicator for services of any kind, and that such materials are free of any lien, claim or encumbrance; (b) that the materials and the services to be performed by Duplicator do and will not in any way defame, violate or infringe any copyright, civil right or privacy, contractual right, or any right of any description of any person or entity, whatsoever or constitute "obscenity" under applicable state or federal law; (c) by providing materials to Duplicator, Customer shall be deemed to have approved the content of such materials before production and Duplicator shall not be responsible in any manner for the content of same; and (d) customer has full authority to enter into this Agreement, and no consent of any third party is required. **2. Prices and Terms of Payment.** Unless otherwise agreed to by Duplicator in writing: (1) the price payable by the Customer shall be the standard rate charged by Duplicator from time to time, and all estimates shall be subject to changes in such prices, (2) invoices not paid within the terms specified in any invoice to Customer will be subject to 18% interest per annum or the maximum rate of interest allowed by law, whichever is lower. All applicable sales and other taxes shall be borne by the Customer. Duplicator reserves the right to increase the costs to the Customer in the event of a cost increase to Duplicator of any item or equipment or labor (including but not limited to use charges, rental fees, and taxes). Customer shall reimburse Duplicator for any costs (including, but not limited to, court costs, attorney's fees and collection agency fees) incurred as a result of Duplicator's enforcement or attempted enforcement of the terms of this Agreement, or the collection of any amounts due and owing hereunder. Customer consents to Duplicator reporting the status of any account to third parties including credit bureaus. **3. Condition of Customer Materials.** Customer shall be solely responsible for the technical quality and physical condition of all materials delivered to Duplicator. Duplicator's prices are based upon Customer supplying materials deemed by Duplicator to be compatible with standard processing, editing, duplication or handling procedures. Old, damaged or non-standard media and/or printed materials are accepted with the understanding that a charge will be made for the additional time and/or materials which are required to comply with the instructions given; but in no event will Duplicator guarantee satisfactory results from such substandard materials. Media masters submitted by Customer to Duplicator for duplication must contain industry-standard color bars, audio tones, and synchronization marks, which will be the determining guidelines for picture and sound quality. Media masters may develop wear and display dropouts with repeated use, new duplication masters may be required from time to time. When special requirements result in increased charges, Duplicator will notify the Customer of the additional charges at the time the order is placed, or as soon as possible thereafter. Duplicator will endeavor to keep its Customers advised concerning the technical quality and physical condition of all materials received by them for processing and/or duplication, but shall not be responsible for failure to do so. Duplicator in its sole and reasonable discretion shall determine whether any materials supplied by Customer or otherwise used by Duplicator in providing services to Customer were in fact physically or mechanically defective, and as to the remedial action to be taken, if any. **4. Cancellation.** A cancellation charge equal to 20% of the estimated total invoice will be in effect if Customer cancels an order within 48 hours of the time scheduled for work or equipment rental. A charge equal to 50% of the estimated invoice will be in effect if cancellation is made within 24 hours of the time scheduled for work or equipment rental. Duplicator shall be entitled to receive full payment of all amounts estimated to be due if cancellation is or can not be made with the terms hereof. **5. Lien on Materials.** Property delivered to Duplicator is accepted upon express condition that Duplicator holds a lien thereon for any continuing balance due Duplicator from the Customer, whether in respect to services, storage charges or otherwise. The Customer agrees that any property in the possession of Duplicator, whether or not services were rendered by Duplicator with respect to a particular piece of such property shall secure any and all charges performed for the Customer by Duplicator. **6. Shipment and Storage of Materials.** Materials will be shipped via the method deemed by Duplicator to be most practical. If a Customer desires a particular method of shipping, or insurance on a shipment, it shall pay for the additional costs associated therewith and shall make such request in writing. Customer shall at all times keep a current address on file with Duplicator. If not returned to Customer within 30 days after completion of the services provided hereunder, Customer shall be responsible for the payment of reasonable storage charges for Customer's materials or the cost of shipping such materials back to Customer. All property delivered to Duplicator may be moved or kept at such place or places as Duplicator may deem desirable. **7. Limitation of Warranty and Liability of Duplicator.** Duplicator is not a bailee for hire nor does it have any fiduciary or other responsibility toward the Customer's material in the event such materials are lost, destroyed or damaged. Should Duplicator be deemed to have any liability notwithstanding this clause, such liability shall be limited solely to providing Customer with a new unrecorded tape, disk or similar material without content. Duplicator shall not be liable for damages of any nature whatsoever for defective materials. Duplicator has not made and does not make any warranty, and has not assumed and does not assume any liability or responsibility as to the character or quality of the materials furnished by it. Duplicator shall not be liable for loss or damage of any kind whatsoever due to delay or failure of performance caused directly or indirectly by an act of God, strike, lockouts, fire, failure of transportation, inability to obtain the services of others or the failure of others to deliver services or facilities, the failure of machinery or equipment, any matter beyond Duplicator

control, malfeasance or nonfeasance by Duplicator employees, agents or contractors and all other causes whatsoever. Further, Duplicator shall not be responsible for any direct or indirect damage or loss or any consequential losses of any type or description of the Customer or any third party, including but not limited to damage to equipment or the necessity of the Customer or any third party to obtain additional personnel, facilities, expense or efforts as a result of any delay, defective production, or other problem, whether or not the fault of Duplicator and even if Duplicator has been advised of the possibility of such damages. The provisions hereof constitute the sole and exclusive responsibility of Duplicator regarding the matters set forth herein. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE GIVEN BY Duplicator, ITS EMPLOYEES, AGENTS, OR CONTRACTORS IN CONNECTION WITH THE PERFORMANCE BY DUPLICATOR OF ITS DUTIES PURSUANT HERETO, AND THE PROVISIONS HEREOF ARE ACCEPTED IN LIEU OF ALL OTHER LIABILITY, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE EXPRESS WRITTEN PROVISIONS HEREOF. If a product made by Duplicator is found to be defective or is labeled or shipped in error, Duplicator sole liability will be to promptly replace or repair such defective products and/or to correct such error in labeling or shipping at its expense, provided written notice of such imperfection or error in labeling or shipment is given to Duplicator within 10 days after its arrival at its destination. Customer shall return such products to Duplicator if requested. In no event, including negligence, shall Duplicator be liable for any consequential damages. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY MAY GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AS WELL. **8. Indemnification.** The Customer shall defend, indemnify and hold harmless Duplicator, its directors, officers, shareholders, employees and agents from any and all claims, damages, actions, suits, demands, judgments, liabilities and costs and expenses of any nature whatsoever, (including attorney's fees and trial and appellate court costs) incurred as a result of the creation, production, editing, distribution or exhibition of any tapes, disks, or other materials, or arising out of any work performed by Duplicator hereunder. Duplicator or any individual or entity indemnified herein shall have the right to retain counsel of its own choosing, at the Customer's expense, and Customer shall have the right to have his own counsel involved in the defense of any of the forgoing. **9. Insurance.** Duplicator will not be responsible for or insure any of Customer's material while in the possession of Duplicator or while in transit to and from Duplicator unless specified in a separate agreement. All such materials delivered to Duplicator are accepted with the express understanding and condition that Customer will carry the insurance it deems necessary to protect against all loss or damage from any cause whatsoever, including negligence, whether suffered while in Duplicator possession or control, or otherwise. The Customer further waives all rights of subrogation, and the Customer agrees that such insurance does not and will not give the insurer any recourse or rights of subrogation against Duplicator. **10. Waiver; Remedies Cumulative.** Any waiver, whether express or implied, or failure to take action by Duplicator of the Customer's breach of any term, condition or provision hereof shall not be construed to be a continuing waiver or consent to a subsequent breach on the part of Duplicator, nor shall any such waiver or inaction operate as a discharge of such covenant, agreement or condition, or render the same invalid, or impair Duplicator's right to enforce the same. All rights and remedies at law or equity, or pursuant to any provisions of this or any other agreement between Duplicator and the Customer which Duplicator may be entitled to shall be deemed cumulative and not exclusive of one another and may be exercised concurrently or separately. **11. Assignment.** The Customer may not assign its rights or obligations hereunder. Duplicator shall have the right to subcontract or assign the performance of any or all of its obligations hereunder and to assign its rights hereunder. The rights and obligations hereunder shall insure to the benefit of and shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto. **12. Governing Law.** This Agreement shall be interpreted under and subject to the laws and exclusive jurisdiction of the state and federal courts of the State and county where Duplicator is located, as indicated on the face of the agreement to which these General Terms and Conditions are attached. **13. Miscellaneous.** This Agreement sets forth the entire agreement between Customer and Duplicator as to the subject matter of this Agreement and merges all prior discussions and writings between us, and neither of us shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement, other than as expressly provided in this Agreement. This Agreement shall not be modified or amended by the parties except by written instrument signed by the parties. Duplicator's performance of work for the Customer is expressly conditioned on acceptance of all of the terms and conditions stated herein and any schedules attached hereto, and each party hereto specifically objects to any additional or different terms contained in any form or other document utilized by Customer in connection herewith. No such additional or different terms shall become a part of any contract arising out of the Customer's order, and the terms of this Agreement may not be varied, supplemented or amended by any such document, conduct, prior representation, course of dealing or usage of trade, unless made in writing and signed by an authorized representative of Duplicator and Customer. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then the remainder of the provisions shall remain in full force and effect and shall in no way be effected, impaired or in validated.