

## digitalCDR.com, Inc. DUPLICATION RIGHTS/BUSINESS AGREEMENT

You have asked digitalCDR.com to duplicate certain materials, which are identified in the space set out below (the "Materials"). You acknowledge that digitalCDR.com does not wish to become involved in the duplication of any material without proper authorization.

In consideration of the agreement by digitalCDR.com to duplicate the Materials on the terms set out in the agreement (the "Duplication Agreement") to be entered into between us, digitalCDR.com requires that you warrant and represent as follows:

- a) The duplication of the Materials under the Duplication Agreement will not result in the violation of any local, provincial, state, federal or international laws, regulations or other government requirements or infringe any copyright, right of privacy, trade mark, patent, trade name, trade secret, performing right or other types of intellectual property or any literary, dramatic, musical, artistic, personal, civil, private, contract or property right, or any other right of any other party or person (the "Intellectual Property Rights");
- b) The Materials do not contain any libellous, slanderous or defamatory material;
- c) The Materials do not contain any offensive materials (including, but not limited to, obscene, pornographic, indecent and hateful materials);
- d) You possess the right, power and authority to enter into the Duplication Agreement and authorize digitalCDR.com to duplicate the Materials under the Duplication Agreement; and
- e) After reasonable investigation on your part, no one owns or claims to own (or has or claims to have) any interest in the Materials, or in the Intellectual Property Rights in the Materials,

You further agree to indemnify and save harmless digitalCDR.com from and against all claims, demands, actions, causes of actions, suits, proceedings, settlements and judgements (the "Claims") which may be made or brought against in connection with the Materials, or which digitalCDR.com may suffer or incur, as a result of or in respect of or arising out of anything which would constitute a breach of any representation, warranty or agreement contained herein. If digitalCDR.com is made a party to any Claim, you agree to defend digitalCDR.com and indemnify digitalCDR.com for all liabilities, damages, costs and expenses (including, but not limited to, legal fees on a solicitor/client basis) suffered by digitalCDR.com as a result of said Claim or action.

You further acknowledge that digitalCDR.com will be acting in reliance on your warranties, representations and agreements contained herein and that you have received adequate consideration in relation to signing in the space provided below.

You further acknowledge and agree that responsibility for complying with the Duplication Agreement rests with you. digitalCDR.com will not, as an ordinary practice, review, edit, censor or monitor the Materials provided by you to ensure that they comply with the terms of the Duplication Agreement or with applicable law. digitalCDR.com may refuse at any time to allow copies to be made of the Materials because of the physical condition of the Materials, donor restrictions, copyright law, or public record exemptions.

Applicant expressly agrees to make payment in full to digitalCDR.com, Inc., for all purchases in accordance with the following terms of sale stated by digitalCDR.com, Inc. digitalCDR.com, Inc. guarantees to deliver product that meets specifications that have been approved by the client. digitalCDR.com, Inc. also guarantees product free of manufacturer defects. Delivery of product is handled on a case by case basis and is based upon receipt of all workable sources and 50% down payment (unless credit is authorized) to digitalCDR.com, Inc. Sources include content master, artwork master, copyright form, and purchase order. Full payment must be received before product ships. If materials and/or payment are received later than the specified date, turn times will need to be adjusted.

Should applicant default in any such payment, Applicant agrees to pay late charge of 1.5% per month on any amounts in default, and all amounts owed by Applicant to digitalCDR.com, Inc. shall become immediately due and payable without further demand or notice. Applicant further agrees to pay reasonable attorney's fees and all other costs and expenses incurred by digitalCDR.com, Inc. in the collection of any obligation of the Applicant pursuant hereto. Applicant agrees that the venue of any legal action between Applicant and digitalCDR.com, Inc. shall lie in the state courts in Cleveland County, Oklahoma or in the Federal Court sitting in the State of Oklahoma.

### ACKNOWLEDGEMENT

We have read and understood the above obligations, which are created herein which we accept as reasonable and fair in the circumstances.

DATED the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Quantity: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Your Name & Company Title

\_\_\_\_\_  
Company Name (please print)

\_\_\_\_\_  
Duplication Job Title Name

(indicate if title is: Audio CD, CD-ROM, or DVD Video)

Note: Current Date, Signature, Printed Name and Title, Duplication Job Title, Quantity, and Company Name are required to be completed.