



### Intellectual Property Rights (IPR) Form

To 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 \_\_\_\_\_ Others \_\_\_\_\_

Countries Where Distributed \_\_\_\_\_

<p><b>Are you the IPR owner for the <u>entire</u> disc contents? ___YES ___NO</b></p> <p>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.</p>	
<p><b>1. CD-ROM / DVD-ROM Content</b></p> <p><b>* If Not IPR owner, list all included non-owned software, freeware, and shareware products.</b>  <b>Attach necessary distribution licensing documentation from the IPR owner.</b> Some shareware and freeware products require distribution licensing. Consult the software vendor for what is necessary.</p>	
<p><b>2. CD / DVD Audio Content</b></p> <p>Artist(s) _____ Content/Music type _____</p> <p><u>An attached list of track title, artist, and IPR owner is REQUIRED.</u> Sampling/mixing of additional recordings not owned (regardless of type, quantity, and length) requires licensing of those original recordings.</p> <p><b>*If Not IPR owner, proof of replication licensing from IPR owner for licensed tracks is REQUIRED.</b></p>	<p>Check Here if COMPILATION _____</p>
<p><b>3. CD / DVD Video Content</b> (If Audio is separately licensed, complete Audio section and provide necessary Audio/Video Synchronization licensing)</p> <p><b>*If Not IPR owner, proof of replication licensing from IPR owner is REQUIRED.</b></p>	

*I affirm that all information provided herein is true and that all disc contents indicated as being "licensed" are property 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 Anti-Piracy Compliance Program procedures and standards of the International Recording Media Association (available at [www.recordingmedia.org](http://www.recordingmedia.org)). The replicator reserves the rights 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 \_\_\_\_\_



## INDEMNIFICATION FORM

\_\_\_\_\_ agrees to defend and /or handle at is own expense any claim or action against **Nordex Advanced Technology, Inc.** (“**Nordex**”), its parent company and subsidiaries and affiliated companies of **Nordex** and/or **Nordex** directors, officers and employees, for actual or alleged infringement of any patent, trademark, copyright or similar property right based on all customer’s source material submitted for manufacturing services.

It is further provided that Customer will have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise. However, the defense and settlement negotiations will be coordinated with Nordex Advanced Technology, Inc.. Customer agrees that any settlement entered into by or Customer will not contain in admission of liability by **Nordex**, its parent company and/or its or their directors, officers and employees absent written approval of said entity or individual.

Customer further agrees to indemnify and hold **Nordex**, its parent company, and subsidiaries and affiliated companies of **Nordex** or **Nordex**’s parent company and/or its or their directors, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including but not limited to attorney’s fees) associated with or resulting from any such claim or action incurred or suffered by **Nordex**, its parent company and subsidiaries and/or affiliated companies of **Nordex** or **Nordex**’s parent company, in accordance with and arising under this Acknowledgement.

Company Name \_\_\_\_\_

Representative Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Representative Signature \_\_\_\_\_ Date \_\_\_\_\_