

From:

To: Replication Centre Limited  
Gleniffer House  
2 Hall Road  
Rochford  
SS4 1NN

Date:

Format: Catalogue Number: Number of Tracks

Artist: Title:

I confirm that the above named company/Individual has applied to MCPS to obtain the appropriate licence to manufacture "discs".

- (a) I also confirm that the above named company own the copyright and other intellectual property in all Material or otherwise entitled to reproduce and have re-produced on our behalf all Material;
- (b) No Material will be unlawful, defamatory or in any way contravene any requirement of law or infringe the rights of any third party;
- (c) Replication Centre Ltd arrangement to replicate the Material and performance of its undertakings in the Contract will not be in any respect unlawful or infringe any intellectual property or other rights of any third party.

The above named company will indemnify Replication Centre Ltd against all claims, losses, costs, liabilities and expenses which it may suffer or incur and which it would not have suffered or incurred had the statements in the above paragraph (a),(b) & (c) been wholly correct (including any claim against Replication Centre Ltd by a third party which such third party fails to substantiate for any reason); if any third party makes any claim against Replication Centre Ltd relevant to this indemnity, (a) we will promptly and fully cooperate with Replication Centre Ltd and provide to it all relevant information, evidence and assistance within our power to assist it in defending such a claim (b) Replication Centre Ltd may – if, when and to the extent that it thinks fit – suspend or withhold further replication and performance under the Contract which it considers relevant to the claim and if Replication Centre Ltd does so, we will pay to it all production costs incurred to the date of suspension and Replication Centre Ltd will not be in breach of contract or otherwise liable to us by reason of such suspension or cessation. The provisions of this indemnity form part of the Contract.

All orders placed, from time to time, are subject to Replication Centre Ltd trading terms and conditions of sale. No other terms shall prevail, in particular any terms of purchase.

NAME (Printed).....

SIGNED .....

POSITION WITHIN ORGANISATION.....

DATE.....