

## MANDATORY INDEMNIFICATION AGREEMENT

\_\_\_\_\_ ("Customer"), by executing below, hereby represents and warrants with respect to any and all data, recorded and printed materials delivered to Digitally CD Inc., in connection with this Agreement that: (1) Customer has obtained all rights and permissions required to be obtained to have the data and art work supplied by Customer to Digitally CD Inc. replicated onto Compact Disc(s) without infringing any trademark, copyright, contract, property rights and paid any and all royalties required to be paid, pursuant to any contractual agreements governing such materials, and the Copyright Law of the United States of America and any other applicable statutes or comparable law of any other jurisdiction regulating the rights and use of data, recorded and printed materials; (2) the Materials do not contain matter which constitutes a libel or defamation of, or any invasion of the right of privacy or publicity of any individual.

In consideration of Digitally CD Inc. supplying products herein and providing the services to the Customer under this Agreement, Customer hereby indemnifies and holds Digitally CD Inc. harmless from and against any and all claims, threats, suits, penalties, liabilities, costs and expenses (including, without limitation, legal fees, costs and disbursements) incurred, suffered or expended by or threatened against Digitally CD Inc. by reason of, or arising out of, any claim pursuant to any contractual agreement governing the data, recorded and printed materials delivered to Digitally CD Inc. pursuant to this Agreement and any claim of infringement of copyright of any claim for royalties pursuant to the Copyright Law of the United States of America, or any applicable statutes or comparable law of any other jurisdiction regulating the rights and use of data, recorded and printed materials.

\_\_\_\_\_  
Officer of the Customer (print name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date