



Summary Agreement for Customer Acceptance Of the IRMA Anti-Piracy Compliance Program

WARNING: This agreement is NOT a letter of indemnity and its use drastically increases the liability potential on the replicator's behalf.

_____(Customer name), (the "Customer"), acknowledges that _____
PrimeDisc (the "Replicator"), participates in the International Recording Media Association's (IRMA) Anti-Piracy Compliance Program, (the "Program"), and agrees that the intellectual property content identified below shall be subject to the terms and conditions of the Program, in effect, as of the date of this document. **The Replicator will select one of the following appropriate conditions:**

_____ ALL intellectual property content submitted to the Replicator by the Customer will be subject. Complete Section A only.

_____ ONLY intellectual property content submitted to the Replicator by the Customer used to fulfill orders for _____ (Customer's Client's Name), (the "Client"), will be subject. Complete Section A and B.

SECTION A. The Customer affirms that the specific intellectual property content identified above is properly licensed for replication under the terms of the original intellectual property (rights) owner with proof of such licensing and/or trademark authorization available upon request. In that regard, the Customer acknowledges and agrees that despite any non-disclosure agreements that may be in effect to the contrary, the Replicator may consult all applicable governing bodies (i.e., RIAA, IFPI, MPAA, BSA) concerning intellectual property rights ownership. The Customer also acknowledges that the Replicator will have no obligation to provide any services if it determines, or in its sole discretion has reason to believe, that the Customer does not possess the authority to replicate a product or materials provided. The Replicator may quarantine such product or materials, or return all materials to the Customer at the Customer's expense. The Replicator will maintain documentation describing the factual basis for the reasonable certainty and the issuance of this agreement. This agreement is effective for two (2) years from date of execution and may be renewed upon re-evaluation by the Replicator. The Replicator reserves the right to revoke this agreement at any time.

Print Customer Name / Address / Telephone # / email _____

Print Name/Title of Officer for Customer _____

Signature / Date _____

Print Name/Title of Officer for Replicator _____

Signature / Date _____

SECTION B. The Client acknowledges that the Replicator participates in IRMA's Anti-Piracy Compliance Program (the "Program") and agrees that all intellectual property content submitted to the Replicator through the Customer shall be subject to the terms and conditions of the Program. The Client accepts all terms presented in Section A of this document.

Print Client Name / Address / Telephone # / email _____

Print Name/Title of Officer for Client _____

Signature / Date _____