

MANDATORY INDEMNIFICATION AGREEMENT

_____ (“Customer”), by executing below, hereby represents and warrants with respect to any and all data, recorded and printed materials delivered to **Musicol Recording**, in connection with this Agreement that (i) Customer has obtained all rights and permissions required to be obtained to have the data and art work supplied by Customer to **Musicol Recording** replicated onto Compact Disc(s), Cassette(s), and/or Vinyl, along with any related printed items, 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: (ii) the Materials do not contain matter which constitutes a libel or defamation of, or an invasion of the right of privacy or publicity of any individual; and (iii) the Materials do not contain obscene and/or pornographic matter.

In consideration of **Musicol Recording** supplying products herein and providing the services to the Customer under this Agreement, the Customer hereby indemnifies and holds **Musicol Recording** 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 **Musicol Recording** for any reason of, or arising out of, any claim pursuant to this Agreement and any claim of infringement of copyright or of any claim for royalties pursuant to the Copyright Law of the United States of America, or any other applicable statutes or comparable law of any other jurisdiction regulating the rights and use of data, recorded and printed materials.

Officer of Customer (print name)

Title

Signature

Date