



# Duplication Agreement

EDT Media Inc.  
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3691 Revlstone Drive  
Ottawa, Ontario  
K1V 7C2  
Canada

You have asked EDT Media ("EDT Media") to duplicate certain materials, which are identified in the space set out below (the "Materials"). You acknowledge that EDT Media does not wish to become involved in the duplication of any material without proper authorization. In consideration of the agreement by EDT Media to duplicate the Materials on the terms set out in the agreement (the "Duplication Agreement") to be entered into between us, EDT Media requires that you warrant and represent as follows:

- a) The duplication of the Materials under the Duplication Agreement will not result in the violation of any local, provincial, state, federal or international laws, regulations or other government requirements or infringe any copyright, right of privacy, trade mark, patent, trade name, trade secret, performing right or other types of intellectual property or any literary, dramatic, musical, artistic, personal, civil, private, contract or property right, or any other right of any other party or person (the "Intellectual Property Rights");
- b) The Materials do not contain any libelous, slanderous or defamatory material;
- c) The Materials do not contain any offensive materials (including, but not limited to, obscene, pornographic, indecent and hateful materials);
- d) You possess the right, power and authority to enter into the Duplication Agreement and authorize EDT Media to duplicate the Materials under the Duplication Agreement; and
- e) After reasonable investigation on your part, no one owns or claims to own (or has or claims to have) any interest in the Materials, or in the Intellectual Property Rights in the Materials.

You further agree to indemnify and save harmless EDT Media from and against all claims, demands, actions, causes of actions, suits, proceedings, settlements and judgments (the "Claims") which may be made or brought against EDT Media in connection with the Materials, or which EDT Media may suffer or incur, as a result of or in respect of or arising out of anything which would constitute a breach of any representation, warranty or agreement contained herein. If EDT Media is made a party to any Claim, you agree to defend EDT Media and indemnify EDT Media for all liabilities, damages, costs and expenses (including, but not limited to, reasonable legal fees on a solicitor/client basis) suffered by EDT Media as a result of said Claim or action.

You further acknowledge that EDT Media will be acting in reliance on your warranties, representations and agreements contained herein and that you have received adequate consideration in relation to signing in the space provided below.

You further acknowledge and agree that responsibility for complying with the Duplication Agreement rests with you. EDT Media will not, as an ordinary practice, review, edit, censor or monitor the Materials provided by you to ensure that they comply with the terms of the Duplication Agreement or with applicable law. EDT Media may refuse at any time to allow copies to be made of the Materials outlined below because of the physical condition of the Materials, donor restrictions, copyright law, or public record exemptions.

## THE MATERIALS

Artist or Company Name: \_\_\_\_\_

Project Title: \_\_\_\_\_

Reference # (Catalogue or Selection #): \_\_\_\_\_

Qty	Master Type (eg. CD-R, Dat, FTP)	Contents (eg. Artwork, Audio, CD-Rom Master)
_____	_____	_____
_____	_____	_____
_____	_____	_____

## ACKNOWLEDGEMENT

We have read and understood the above obligations, which are created herein which we accept as reasonable and fair in the circumstances.

DATED the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Signature: \_\_\_\_\_

Name & Title (please print): \_\_\_\_\_

Company or Artist Name (please print): \_\_\_\_\_

**Note: Current Date, Signature, Name and Title, Project Title and Company Name are required to be completed.**