

Declaration of Warranty and Indemnity

This Agreement is entered into between Sonopress GmbH ("**Sonopress**") and the following company ("**Customer**"):

Company name of the customer:
TAX ID number of the customer:
Business address of the customer:

The Customer has entered or will enter into one or various agreements on the manufacturing of storage media (CD, DVD, BD, UHD, Vinyl etc.) with Sonopress ("**Manufacturing Agreement**"). The Customer hereby warrants and guarantees vis-à-vis Sonopress and its affiliated companies that it is, to the fullest extent, entitled to enter into this Manufacturing Agreement with Sonopress, in particular that it is the legal owner of or is duly licensed to use all necessary rights, in particular intellectual property rights and exploitation rights, and that the fulfillment of the Manufacturing Agreement by Sonopress in no way infringes upon any third parties rights. The sole responsibility and liability for any such infringement upon third party rights remains with the Customer.

In the event any claim will be raised or threatened against Sonopress or is affiliated companies based upon such infringement of any third party's rights, the Customer will undertake to indemnify, defend and hold harmless Sonopress and is affiliated companies to the fullest extent from and against such claims, related damages and/or cost (including, but not limited to, legal expenses and expert witness fees for defending its rights). In addition, the Customer will reimburse Sonopress all costs resulting from the Manufacturing Agreement. "Third Party Rights" as used herein shall include, but are not limited to, such rights the collection and enforcement of which has been assigned to the competent collecting society such as GEMA (and equivalent associations in other countries) and regardless in which matter intellectual property rights are being performed and broadcasted (for instance background music).

This Declaration of Warranty and Indemnity ("**Declaration**") shall apply to all manufacturing orders, manufacturing agreements and other agreements currently in force or in the future between Sonopress and the Customer regardless of whether explicit reference is made hereto or whether this Declaration will be attached to those agreements or not.

In case Customer has not made a declaration such as this one in the past, this Declaration shall apply with retroactive effect starting with the first Manufacturing Agreement.

In addition, the customer declares that he has read, understood and accepted the General Terms and Conditions of Sonopress (<https://www.sonopress.de/en/tcs>), which are hereby incorporated into Customer's contractual agreements with Sonopress.

This Declaration is governed by the laws of the Federal Republic of Germany.

Signed by:	Company Stamp:
City, date:	