

MANDATORY INDEMNIFICATION AGREEMENT

By executing below, hereby represents and warrants with respect to any/all data, recorded and printed materials delivered to Smart Digi-Media Inc. in connection with this agreement that:

a) Customer has obtained all rights and permissions required to be obtained to have the data and artwork supplied by Customer to replicate onto Compact disc(s) and or DVD(s) without infringing any trademark, copyright, contract, property rights and paid any/all royalties required to pay, pursuant to any contractual agreements governing such materials, and the Copyright Law of the United States of America and any other applicable statutes of comparable law of any other jurisdiction regulating the right and use of data, recorded and printed materials.

b) The materials do not contain matter, which constitutes a libel or defamation of/or an Invasion of the rights of privacy or publicity of any individual.

In consideration of supplying products herein and providing the services to the Customer under this agreement, the Customer hereby indemnifies harmless from and against any/all claims, suits, penalties, costs and expenses (including without limitation, legal fees, costs and disbursement) incurred, suffered or expended by/or threatened and any contractual agreement governing the data, recorded and printed materials delivered pursuant to this Agreement and any claim of infringement of copyrights or any other applicable statutes or comparable law of any other jurisdiction regulating the rights and use of data, recorded and printed materials.

Company Name _____ Date _____

Address _____
(Street, City, State, Zip)

Name _____ Title _____
(Must be an officer of the company)

Signature _____ Date _____