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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| hanaton**COPYRIGHT DECLARATION** | | | | | | | | |
|  |  |  |  |  |  |  |  |  |
| **TITLE:** | | |  | | | | | |
| **ARTIST:** | | |  | | | | | |
| **CATALOGUE NUMBER:** | | |  | | | | | |
| **COMPANY NAME:** | | |  | | | | | |
| **REGISTERED ADDRESS:** | | |  | | | | | |
| **COMPANY REG. NUMBER:** | | |  | | | | | |
| **COMPANY VAT NUMBER:** | | |  | | | | | |
|  |  |  |  |  |  |  |  |  |
| **ARE YOU THE INTELLECTUAL PROPERTY RIGHTS OWNER(IPR) FOR THE ENTIRE DISC CONTENTS?** | | | | | | | | |
|  |  | **YES** |  | **NO** |  |  |  |  |
| IF NOT IPR OWNER, PROOF OF REPLICATION LICENCING FROM IPR OWNER FOR LICENSED TRACKS MAY BE REQUIRED. | | | | | | | | |
|  |  |  |  |  |  |  |  |  |
| **DISTRIBUTION:** | |  |  |  |  |  |  |  |
|  | **WITHIN AN ORGANIZATION** | | |  | **RETAIL** | | |  |
|  | **FREE TO PUBLIC** | | |  | **OTHER** | | |  |
|  |  |  |  |  |  |  |  |  |
| **IS IT A COMPILATION?** | | |  |  |  |  |  |  |
|  |  | **YES** |  | **NO** |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **PLEASE CONFIRM THAT YOU HAVE OR YOUR CLIENT (please choose 1 of these 3 options):** | | | | | | | | |
|  |  |  |  |  |  |  |  |  |
| **1. A STANDARD CONTRACT WITH A MEMBER ORGANIZATION OF BIEM** | | | | | | | **YES** | **NO** |
| **NAME OF ORGANIZATION:** | | | | | | |  | |
|  |  |  |  |  |  |  |  |  |
| **2. A WORK BY WORK CONTRACT FOR THE ORDERED PRODUCT REGISTERED AT A MEMBER** | | | | | | | | |
| **ORGANIZATION OF BIEM** | | |  |  |  |  | **YES** | **NO** |
| (Note: The Client agrees to provide Hanaton on their request with a copy of this contract.) | | | | | | | | |
| **NAME OF ORGANIZATION:** | | | | | | |  | |
|  |  |  |  |  |  |  |  |  |
| **3. THE PRODUCT DOES NOT CONTAIN ANY PROTECTED PRODUCTION/S AND THE CLIENT IS** | | | | | | | | |
| **NOT REPRESENTED BY ANY MEMBER OF BIEM.** | | | | | |  | **YES** | **NO** |
|  |  |  |  |  |  |  |  |  |
| The above mentioned company (hereinafter referred to as „the Client“) hereby gives the following | | | | | | | | |
| warranties and indemnities to HAnatura Kft. (hereinafter referred to as „Hanaton“): | | | | | | | | |
| 1. That the Client is the sole owner of the copyright in the material supplied for reproduction, or alternatively that the | | | | | | | | |
| Client has been granted the right to reproduce and distribute the material described in the order by all copyright owners | | | | | | | | |
| 2. That the Client has not granted an exclusive License or Assignment of the rights in clause 1 hereof to any other | | | | | | | | |
| party and that the material does not infringe the copyright or any other rights of any other party. | | | | | | | | |
| 3. That the material does not contain anything of an obscene or illegal nature. | | | | | | | | |
| 4. That the Client will keep Hanaton fully indemnified against all losses and all actions, claim proceedings, costs and damages | | | | | | | | |
| and all legal costs or other expenses arising out of any breach of any of the above warranties. | | | | | | | | |
| 5.That the Client agrees to provide Hanaton on their request with all relevant information, papers and documents (e.g. | | | | | | | | |
| license agreements) that Hanaton shall reasonably require to determine the ownership of the intellectual property at issue | | | | | | | | |
| 6.The Client agrees that despite any non-disclosure agreements that may be in effect to the contrary, Hanaton may consult | | | | | | | | |
| all applicable governing bodies (i.e. IFPI, BSA, IRMA/CDSA, RIAA, BIEM, OSA, etc.) concerning intellectual property | | | | | | | | |
| rights ownership. In such consultation Hanaton shall disclose only that information necessary to determine the ownership | | | | | | | | |
| of the intellectual property at issue. | | | | | | | | |
| 7. The Client agrees that Hanaton may retain components or products for a limited period to determine the ownership of | | | | | | | | |
| intellectual property at issue. | | | | | | | | |
|  | | |  | | | | | |
| **DATE:** | | |  | | | | | |
| **PRINTED NAME:** | | |  | | | | | |
| **POSITION HELD:** | | |  | | | | | |
| **AUTHORISED SIGNATORY:** | | |  | | | | | |
|  |
|  |
| HAnatura Kft. 8900 Zalaegerszeg, Hegyközség utca 13. - Hungary, Reg.No: 20 09 072783, VAT No: HU23964961 | | | | | | | | |  |